Transit Operations Services RFP#10-19-12F

SOLANO COUNTY TRANSIT (SOLTRANS)

2012-2013

Submittal:
One (1) original, eight (8) copies, and one (1) copy on CD of Technical Proposal **AND** one (1) original and one (1) copy of Price Proposal must be received on or before **12:00 p.m. on January 18, 2013**.

Addenda:
In order to receive any addenda to this RFP, vendors must register at: http://www.soltransride.com/about-soltrans/doing-business-with-soltrans/

Addressed To:
SOLANO COUNTY TRANSIT
ATTENTION: Philip Kamhi, Project Manager
311 Sacramento Street
Vallejo, CA 94590

Packages Marked:
RFP# 10-19-12F

Proposals received after the time and date stated above shall be returned unopened to the OFFEROR.

NOTE: Mandatory Pre-proposal Conference on November 13, 2012 at 2:00 p.m., at 1850 Broadway, Vallejo.

Table of Contents

1 REQUEST FOR PROPOSALS: OFFER & AWARD 6
1.1 REQUEST FOR PROPOSALS 8
1.1.1 SOLICITATION DATA 8
1.1.2 PRE-PROPOSAL 11
1.1.3 INSTRUCTIONS TO OFFEROR 12
1.1.4 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION 24
1.1.5 RESPONSE TO PROPOSALS 30
1.1.6 REQUIRED FORMS 33
1.2 OFFER 44
1.3 AWARD 45
1.3.1 NOTICE OF AWARD 45
1.3.2 NOTIFICATION OF AWARD AND DEBRIEFING 45
2 GENERAL CONTRACTUAL PROVISIONS 46
2.1 DEFINITIONS 48
2.2 CONTRACT AND MODIFICATIONS 49
2.2.1 CONTRACT AWARD AND EXECUTION 49
2.2.2 CONTRACT DOCUMENTS 49
2.2.3 MODIFICATIONS TO CONTRACT 49
2.2.4 VERBAL AGREEMENT OR CONVERSATION 50
2.2.5 SCOPE OF SERVICES 50
2.2.6 TERM OF AGREEMENT 50
2.2.7 CONTRACTOR'S REPRESENTATIVE 50
2.2.8 COMPENSATION 50
2.2.9 MANNER OF PAYMENT 50
2.2.10 NOTICES 51
2.2.11 OWNERSHIP OF WORK 51
2.2.12 CONFIDENTIALITY 52
2.2.13 USE OF SUBCONTRACTORS/SUBCONSULTANTS 52
2.2.14 CHANGES IN SERVICE 52
2.2.15 INDEMNIFICATION 53
2.2.16 INSURANCE 53
2.2.17 CONTRACTOR'S STATUS 57
2.2.18 ASSIGNMENT 57
2.2.19 SOLTRANS WARRANTIES 57
2.2.20 SOLTRANS REPRESENTATIVE 58
2.2.21 CLAIMS OR DISPUTES 58
2.2.22 REMEDIES 58
2.2.23 TEMPORARY SUSPENSION OF WORK 58
2.2.24 TERMINATION 59
2.2.25 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL 59
2.2.26 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS 60
2.2.27 NON-DISCRIMINATION ASSURANCE-TITLE VI CIVIL RIGHTS ACT 60
2.2.28 EQUAL EMPLOYMENT OPPORTUNITY (EEO) 61
2.2.29 CONFLICT OF INTEREST 61
2.2.30 SUBSTANCE ABUSE PROGRAM 68
2.2.31 WAIVER 69
2.2.32 SEVERABILITY 69
2.2.33 NO THIRD PARTY BENEFICIARIES 69
2.2.34 APPLICABLE LAW 69
2.2.35 RIGHTS AND REMEDIES OF SOLTRANS 69
2.2.36 BINDING ON SUCCESSORS 69
2.2.37 ACCESS TO RECORDS AND REPORTS 69
2.2.38 ENTIRE AGREEMENT; MODIFICATION 70
3 FIXED ROUTE REQUIREMENTS 71
3.1 BASIC PROVISIONS 73
3.1.1 OPERATION FUNCTIONS 73
3.1.2 EMPLOYEE PERFORMANCE 73
3.1.3 SERVICE RELIABILITY 73
3.1.4 FARE COLLECTION 74
3.1.5 USE OF BUSES AND EQUIPMENT 74
3.1.6 OPERATORS 75
3.1.7 MINIMUM QUALIFICATIONS 75
3.1.8 DRUG AND ALCOHOL PROGRAM 76
3.1.9 OPERATOR APPEARANCE 76
3.1.10 ROAD SUPERVISION 76

3.1.11 TRAINERS....76
3.1.12 INITIAL OPERATOR TRAINING....77
3.1.13 REFRESHER OPERATOR TRAINING....77
3.1.14 SPECIAL RETRAINING....77
3.2 DESCRIPTION OF SERVICES....78
3.2.1 LIST OF ROUTES....78
LOCAL SOLTRANS ROUTES....78
- ROUTE 1 NORTH WEST VALLEJO / VALLEJO TRANSIT CENTER....78
- ROUTE 2 NORTH EAST VALLEJO / VALLEJO TRANSIT CENTER....78
- ROUTE 3 GLEN COVE / SOUTH VALLEJO / BEVERLY HILLS / VALLEJO TRANSIT CENTER....78
- ROUTE 4 TUOLUMNE STREET / VALLEJO TRANSIT CENTER....78
- ROUTE 5 DISCOVERY KINGDOM / VALLEJO TRANSIT CENTER....78
- ROUTE 6 VALLEJO TRANSIT CENTER / BENICIA ROAD / ASCOT PARKWAY / TENNESSEE ST.....78
- ROUTE 7 TARGET SHOPPING CENTER / SPRINGS ROAD / VALLEJO TRANSIT CENTER....78
- ROUTE 12 & 14 SOLANO MIDDLE SCHOOL / JESSE BETHEL....78
- ROUTE 15 & 17 BENICIA MIDDLE SCHOOL / BENICIA HIGH SCHOOL / MARY FARMAR ELEMENTARY....78

MULTI-ZONE "SOLANO EXPRESS" ROUTES....78
- ROUTE 76 VALLEJO / BENICIA / DIABLO VALLEY COLLEGE....78
- ROUTE 78 VALLEJO / BENICIA / WALNUT CREEK BART....78
- ROUTE 80 VALLEJO / EL CERRITO DEL NORTE BART (MONDAY-SATURDAY ONLY)....78
- ROUTE 80S VALLEJO / BENICIA / WALNUT CREEK BART (SUNDAYS ONLY)....78
- ROUTE 85 VALLEJO TRANSIT CENTER / FAIRFIELD....78

3.2.2 SERVICE REQUIREMENTS....78
3.3 FACILITY AVAILABILITY....79
3.4 LIST OF VEHICLES....79
3.5 DISPATCH REQUIREMENTS....80
3.5.1 DISPATCH LOG....81
3.5.2 TRAPEZE BLOCKBUSTER....81
3.5.3 COMMUNICATIONS & SCHEDULING PERSONEL....81
3.6 CUSTOMER SERVICE REQUIREMENTS....81
3.6.1 PUBLIC INFORMATION/PROMOTION REQUIREMENTS....81
3.6.2 CUSTOMER SERVICE....83
3.7 TICKET SALES....84
3.8 REPORTING REQUIREMENTS....84
3.8.1 THE REPORTING SOLUTION....84
3.8.2 NATIONAL TRANSIT DATABASE REPORTING....85
3.8.3 OTHER REPORTS (written or in-person)....85
3.9 LIQUIDATED DAMAGES....86
4 PARATRANSIT REQUIREMENTS....88
4.1 BASIC PROVISIONS....90
4.1.1 OPERATION FUNCTIONS....90
4.1.2 EMPLOYEE PERFORMANCE....90
4.1.3 SERVICE RELIABILITY....90
4.1.4 FARE COLLECTION....91
4.1.5 USE OF BUSES AND EQUIPMENT....91
4.1.6 OPERATORS....91
4.1.7 MINIMUM QUALIFICATIONS....92
4.1.8 DRUG AND ALCOHOL PROGRAM....92
4.1.9 OPERATOR APPEARANCE....92
4.1.10 ROAD SUPERVISION....93
4.1.11 TRAINERS....93
4.1.12 INITIAL OPERATOR TRAINING....93
4.1.13 REFRESHER OPERATOR TRAINING....94
4.1.14 SPECIAL RETRAINING....94
4.2 DESCRIPTION OF SERVICES....94
4.2.1 AREA OF COVERAGE....94
4.2.2 SERVICE REQUIREMENTS....94
4.3 FACILITY AVAILABILITY....95
4.4 LIST OF VEHICLES....95
4.5 DISPATCH REQUIREMENTS....95
4.5.1 DISPATCH LOG....96
4.5.2 TRAPEZE PASS....96
4.5.3 COMMUNICATIONS & SCHEDULING PERSONEL....96

4.6 CUSTOMER SERVICE REQUIREMENTS 97
4.6.1 PICK-UP OF ADA PARATRANSIT PASSENGERS 97
4.6.2 RESERVATIONS/SCHEDULING 98
4.6.3 CUSTOMER SERVICE 98
4.7 ADA CERTIFICATION 98
4.7.1 CERTIFYING PASSENGERS 98
4.8 REPORTING REQUIREMENTS 99
4.8.1 THE REPORTING SOLUTION 99
4.8.2 OTHER REPORTS (written and in-person) 100
4.9 LIQUIDATED DAMAGES 101
5 GP DIAL-A-RIDE REQUIREMENTS 103
5.1 BASIC PROVISIONS 105
5.1.1 OPERATION FUNCTIONS 105
5.1.2 EMPLOYEE PERFORMANCE 105
5.1.3 SERVICE RELIABILITY 105
5.1.4 FARE COLLECTION 105
5.1.5 USE OF BUSES AND EQUIPMENT 106
5.1.6 OPERATORS 106
5.1.7 MINIMUM QUALIFICATIONS 107
5.1.8 DRUG AND ALCOHOL PROGRAM 107
5.1.9 OPERATOR APPEARANCE 107
5.1.10 ROAD SUPERVISION 108
5.1.11 TRAINERS 108
5.1.12 INITIAL OPERATOR TRAINING 108
5.1.13 REFRESHER OPERATOR TRAINING 109
5.1.14 SPECIAL RETRAINING 109
5.2 DESCRIPTION OF SERVICES 109
5.2.1 AREA OF COVERAGE 109
5.2.2 SERVICE REQUIREMENTS 109
5.3 FACILITY AVAILABILITY 110
5.4 LIST OF VEHICLES 110
5.5 DISPATCH REQUIREMENTS 110
5.5.1 DISPATCH LOG 110
5.5.2 TRAPEZE PASS 111
5.5.3 COMMUNICATIONS & SCHEDULING PERSONNEL 111
5.6 CUSTOMER SERVICE REQUIREMENTS 112
5.6.1 PICKUP OF DIAL-A-RIDE PASSENGERS 112
5.6.2 RESERVATIONS/SCHEDULING 112
5.6.3 CUSTOMER SERVICE 113
5.7 ADA CERTIFICATION 113
5.8 REPORTING REQUIREMENTS 113
5.8.1 THE REPORTING SOLUTION 113
5.8.2 OTHER REPORTS (written or in-person) 115
5.9 LIQUIDATED DAMAGES 116
6 MAINTENANCE REQUIREMENTS 117
6.1 BASIC PROVISIONS 119
6.1.1 VEHICLE MAINTENANCE REQUIREMENTS 119
6.1.2 MECHANICAL MAINTENANCE PROGRAM 120
6.1.3 PARTS 120
6.1.4 ADA EQUIPMENT 120
6.1.5 TIRES 120
6.1.6 RECYCLE PROGRAM 120
6.1.7 ELECTRONIC EQUIPMENT 121
6.1.8 UTILIZATION OF OUTSIDE SERVICES 121
6.1.9 ADVERTISEMENTS ON BUSES 121
6.1.10 WARRANTY 121
6.1.11 UNIFORMS 121
6.1.12 TOOLS 122
6.1.13 TOWING 122
6.1.14 ROAD CALLS 122

6.2 DESCRIPTION OF SERVICES 122
6.3 FACILITY AVAILABILITY 122
6.4 LIST OF VEHICLES 123
6.5 PREVENTIVE MAINTENANCE 125
6.6 FUELING 125
6.7 CLEANING 125
6.8 STAFFING 126
6.8.1 TECHNICAL ABILITY 126
6.8.2 MAINTENANCE TRAINING 127
6.8.3 RECORDS 127
6.9 BUS STOPS, SHELTERS, AND SIGNS 127
6.10 REPORTING REQUIREMENTS 128
6.10.1 THE REPORTING SOLUTION 128
6.11 LIQUIDATED DAMAGES 132

1 REQUEST FOR PROPOSALS: OFFER & AWARD

REQUEST FOR PROPOSALS: OFFER & AWARD TABLE OF CONTENTS

1 REQUEST FOR PROPOSALS: OFFER & AWARD 6
1.1 REQUEST FOR PROPOSALS 8
1.1.1 SOLICITATION DATA 8
1.1.1.1 PROCURING AGENCY AND PROJECT MANAGER 8
1.1.1.2 GENERAL OVERVIEW 8
1.1.1.3 ABOUT SOLANO COUNTY TRANSIT (SOLTRANS) 10
1.1.1.4 SOLICITATION SCHEDULE 11
1.1.2 PRE-PROPOSAL 11
1.1.2.1 MANDATORY PRE-PROPOSAL CONFERENCE 11
1.1.2.2 OFFEROR COMMUNICATIONS AND REQUESTS 11
1.1.2.3 ADDENDA TO RFP 12
1.1.2.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS 12
1.1.3 INSTRUCTIONS TO OFFEROR 12
1.1.3.1 DUE DATE 12
1.1.3.2 TECHNICAL PROPOSAL REQUIREMENTS 13
1.1.3.3 Implementation Plan 13
1.1.3.4 IMPLEMENTATION PROGRAM 13
1.1.3.5 PROPOSAL PACKAGING REQUIREMENTS 23
1.1.3.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS 23
1.1.4 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION 24
1.1.4.1 OPENING OF PROPOSALS 25
1.1.4.2 EVALUATION COMMITTEE 25
1.1.4.3 PROPOSAL SELECTION PROCESS 25
1.1.4.4 EVALUATION PROCEDURES 27
1.1.4.5 CONFIDENTIALITY OF PROPOSALS 30
1.1.5 RESPONSE TO PROPOSALS 30
1.1.5.1 ACCEPTANCE/REJECTION OF PROPOSALS 30
1.1.5.2 AWARD TO OTHER THAN EVALUATION COMMITTEE RECOMMENDED VENDOR 31
1.1.5.3 SINGLE PROPOSAL RESPONSE 31
1.1.5.4 CANCELLATION OF PROCUREMENT 31
1.1.5.5 AVAILABILITY OF FUNDS 31
1.1.5.6 PROTESTS 32
1.1.6 REQUIRED FORMS 33
1.1.6.1 REQUEST FOR PRE-OFFER CHANGE 33
1.1.6.2 ACKNOWLEDGMENT OF ADDENDA 34
1.1.6.3 LOBBYING CERTIFICATION 35
1.1.6.4 NON-COLLUSION AFFIDAVIT 36
1.1.6.5 DEBARMENT AND SUSPENSION CERTIFICATION 37
1.1.6.6 FORM FOR PROPOSAL DEVIATION 38
1.1.6.7 PRICING SCHEDULE 39
1.1.6.8 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 41
1.1.6.9 LABOR CODE SECTIONs 1070-1074 42
1.2 OFFER 44
1.3 AWARD 45
1.3.1 NOTICE OF AWARD 45
1.3.2 NOTIFICATION OF AWARD AND DEBRIEFING 45

1.1 REQUEST FOR PROPOSALS

1.1.1 SOLICITATION DATA

1.1.1.1 PROCURING AGENCY AND PROJECT MANAGER

Request For Proposals (RFP) No:	RFP# 10-19-12F
Date:	October 19, 2012
Procuring Agency:	
	SOLANO COUNTY TRANSIT (SOLTRANS)
	Name
	311 Sacramento Street, Vallejo CA 94590
	Address
Project Manager:	
	Philip Kamhi, Finance Officer
	Name
	311 Sacramento Street, Vallejo CA 94590
	Mailing Address
Telephone No.:	707-648-4046 Fax No.: 707-648-4260
	E-mail philip@soltransride.com

1.1.1.2 GENERAL OVERVIEW

SOLTRANS is seeking an independent Contractor that is interested in a spirit of partnership and cooperation to operate SOLTRANS' transit services on a turn-key basis. Staff of the successful contractor will be expected to work cooperatively with SOLTRANS (procuring agency) to perform in compliance with this RFP, any future addenda, and as directed by the SOLTRANS Executive Director. A Request for Proposal (RFP) is, therefore, being issued by SOLTRANS for Transit Operation Services, in accordance with the terms and conditions set forth in this document. The Contract shall be based on a firm-fixed price per Revenue Hour or per Revenue Trip, depending on the service provided, with a firm-fixed Monthly Rate. The services to be provided under this RFP are local fixed route, regional commuter express bus service ("Solano Express" service), complementary paratransit, General Public Dial-a-Ride, Customer Service/Ticket Sales at the Vallejo Ferry Building, vehicle maintenance, and facility maintenance at two transit centers, an operations/maintenance facility, a park and ride lot, and approximately 450 bus stops throughout the cities of Vallejo, Benicia and some in Fairfield.

In order to align available financial resources with operating levels, the Agency recently reduced service levels and prepared this RFP with further cost reductions in mind. Consequently, SOLTRANS is motivated to support innovative efforts and investments, such as technology not already owned and operated by SOLTRANS and innovative dispatching methods which can enhance quality and level of service for citizens of Solano County, while focusing on maximizing efficiencies.

Realizing that employee morale impacts quality of customer service, SOLTRANS is introducing two, new, employee-based funds that will be managed by OFFEROR. One of the funds is the "Employee Bonus Fund" for financing programs, activities or projects for promoting employee satisfaction throughout the organization, which SOLTRANS believes will influence the delivery of good customer

service for our riding public. Essentially, bonuses would be deposited in the Fund when the OFFEROR, through the work performed by its employees, achieves certain performance standards contained under the Liquidated Damages sections of this RFP. (If multiple services under this RFP are provided by a single CONTRACTOR, the Employee Bonus Funds shall be combined.) SOLTRANS is also seeking offers that include a Wellness Program for employees, which shall be funded through a "Wellness Fund" (See Section 1.1.3.4.5 of this RFP.)

OFFEROR will be expected to form employee-based committees, which will also include a SOLTRANS representative, to determine how funds in both the "Employee Bonus Fund" and the "Wellness Fund" will be invested in programs, activities or projects that promote employee satisfaction and wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service representatives, management, etc.).

In addition to the two, new aforementioned programs, OFFEROR will be required to include a Performance Bond in its proposal under this RFP. The value of the expected bond amount shall equal the total amount proposed in the final year of OFFEROR'S proposal for services under this RFP.

SOLTRANS will be assuming responsibility, however, for several activities and functions currently performed by its Operations Contractor and/or implementing processes/technologies that will reduce administrative and operational burdens on OFFEROR. These include paratransit eligibility determinations, extensive manual reporting, provision of fuel additive, urea, for State compliance, and manual time checks by road supervisors. SOLTRANS is also actively working on including all of its services on 511.org and Google Transit, as well as implementing real-time bus arrival information features, to reduce the burden on OFFEROR to provide trip planning assistance to riders. SOLTRANS is, furthermore, in the process of implementing video security systems on all buses to assist OFFEROR in addressing safety, security and customer service issues, and the agency is in the initial stages of implementing a comprehensive Automatic Vehicle Locator (AVL) system to further assist with such issues. Additionally, SOLTRANS will assume responsibility for managing the basic information technology (IT) infrastructure (separate from OFFEROR owned and operated technology, including select computers, but may support such), the internet connection, and the phone system at its Operations and Maintenance Facility at 1850 Broadway in Vallejo. Lastly, SOLTRANS owns Trapeze BlockBuster and PASS and will provide OFFEROR with these technologies to assist with fixed route and paratransit scheduling.

The new, aforementioned activities to be conducted by SolTrans with the onset of a new service contract would be in addition to the following activities for which the agency is already responsible: service planning and routing; marketing and public outreach; development and printing of schedules and outreach/informational materials for passengers; development and printing of fare media; development and printing of SolTrans logos/decals/signage; advertising on buses/facilities; security services at the downtown Vallejo Transit Center and Curtola Park and Ride Lot; development of a bus fleet contingency plan, and; the provision of vehicles, facilities, major equipment and tools, automatic bus washer, GFI farebox equipment, necessary on-board bus equipment, diesel and gasoline fuel, a communications system for operations staff (radios or Nextel phones), cash registers or the equivalent for conducting cash transactions, bus stop equipment, and necessary, basic office furniture and equipment.

SOLTRANS will accept proposals for: 1) all of the transportation services (fixed route, paratransit, General Public (GP) Dial-a-Ride, and Maintenance), 2) Complementary Paratransit only, 3) GP Dial-a-Ride only, or 4) a combined proposal for Complementary Paratransit and GP Dial-a-Ride. Offers for

fixed route must also include an offer on Paratransit, GP Dial-a-Ride, and Maintenance (Vehicles and Facilities/Bus Stops). SOLTRANS reserves the right to award all of the combined services to one OFFEROR, or to award the Paratransit and/or Dial-a-Ride services to a separate OFFEROR.

OFFERORS submitting proposals for **all** services must submit pricing that will allow for the potential separation of paratransit and/or GP dial-a-ride. For developing proposals, please note the following:

1. **For Operations (Fixed Route, Paratransit, and GP Dial-a-Ride):** See Sections 3, 4, and 5, which define the requirements necessary for the OFFEROR to deliver a Fixed Route, Paratransit, and Dial-a-Ride Service. For **Maintenance**: See Section 6, which defines the requirements necessary for the OFFEROR to deliver Maintenance Service. Note: SOLTRANS reserves the right to perform the maintenance function "in-house", if the bids received do not reflect a reasonable and responsible proposal. Again, proposals including Fixed Route service are also required to include Paratransit, Dial-a-Ride, and Maintenance.
2. **Paratransit:** See Section 4– Defines the requirements necessary for the OFFEROR to deliver a Paratransit Service.
3. **General Public (GP) Dial-A-Ride:** See Section 5– Defines the requirements necessary for the OFFEROR to deliver a General Public Dial-A-Ride Service.

1.1.1.3 ABOUT SOLANO COUNTY TRANSIT (SOLTRANS)

Solano County Transit, better known as SOLTRANS, is a Joint Powers Association (JPA) consisting of member agencies from the City of Benicia, City of Vallejo, and the Solano Transportation Authority. The JPA was officially formed in the fall of 2010 to consolidate Benicia and Vallejo transit services, but the official transfer of transit services from the cities only occurred on July 1, 2011. The SOLTRANS Board of Directors consists of five voting members: the Mayors and a Council member from both the Cities of Benicia and Vallejo, as well as Solano County's Commissioner on the Metropolitan Transportation Commission (MTC). The Solano Transportation Authority (STA) also has an ex-officio member on the SOLTRANS Board who serves as a non-voting member.

The following services are provided to SOLTRANS patrons:

Service	Area Covered
Local Fixed Route Bus	Primarily in Vallejo, and 2 limited service routes in Benicia
Regional Commuter Express Bus	Vallejo-Fairfield Vallejo-Walnut Creek BART (via Benicia) Vallejo-El Cerrito Del Norte BART Vallejo-San Francisco Ferry Building (Route 200)
Complementary Paratransit	Local: Primarily in Vallejo. Intercity: Benicia-Vallejo, Vallejo-Fairfield (for transfers), Vallejo-Pinole (for transfers).
General Public (GP) Dial-a-Ride	City of Benicia Only
Customer Service/Ticket Sales at Public Counters	Vallejo Ferry Building, 1850 Broadway, Downtown Vallejo Transit Center (311 Sacramento Street)
*Subsidized Taxi Services Locally and throughout Solano County (Intercity Taxi Program)	Cities of Benicia and Vallejo for local taxi services. To/from other cities throughout the County of Solano by participating in the Intercity Taxi Program.

*Taxi services are not included in this RFP, but are provided for information-only purposes.

1.1.1.4 SOLICITATION SCHEDULE

The following is the solicitation schedule for OFFEROR:

Activity	Date
RFP Issued	October 19, 2012
Mandatory Pre-Proposal Conference	November 13, 2012, 2:00 p.m.
Requests for Clarification/Questions DUE from OFFERORS (may also be submitted to SolTrans prior to this date)	November 20, 2012, 4:30 p.m.
SOLTRANS Response(s) to Requests for Clarification/Questions DUE (responses may be posted prior to this date on website: www.soltransride.com)	December 4, 2012
Proposals DUE from OFFERORS	January 18, 2013, 12:00 p.m.
Interviews (tentative)	Week of January 28, 2013
Best and Final Offer	February 25, 2013
Contract Award (tentative)	April 18, 2013
Notice to Proceed (tentative)	July 1, 2013

1.1.2 PRE-PROPOSAL

1.1.2.1 MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference will be held at 1850 Broadway in Vallejo, which is the location of SOLTRANS' operations and maintenance functions, on November 13, 2012, at 2:00 p.m. Prospective OFFERORS are requested to submit written questions to the Project Manager, Philip Kamhi, via e-mail at: Philip@soltransride.com. Prospective OFFERORS are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Procuring Agency.

1.1.2.2 OFFEROR COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers shall be with the Project Manager identified in "Procuring Agency and Project Manager" (Section 1.1.1.1) above, or his/her designated representative. OFFEROR and their representatives shall not make any contact with or communicate with any members of the Procuring Agency, or its employees and consultants, other than the Project Manager in regard to any aspect of this solicitation or offers.

At any time during this procurement, up to the time specified in the "Solicitation Schedule" (Section 1.1.1.4), OFFEROR may e-mail the Project Manager or his/her designee a request for a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified services or cost cutting measures. The OFFEROR making the request shall be responsible for its proper delivery to the Project Manager per "Procuring Agency and Project Manager" (Section 1.1.1.1) on the form provided in "Request for Pre-Offer Change " (Section 1.1.6.1). Any request for a change to any requirement in this RFP must be fully supported, pertinent information evidencing that the exception will result in 1) a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements, or 2) a condition that supports SOLTRANS' interest in innovative concepts or investments for enhancing efficiency and/or service. Any responses to such written requests shall be provided by the Project Manager or his/her designee in the form of an addendum to this RFP. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of the Procuring Agency shall not be binding on the Procuring Agency.

If it should appear to a prospective OFFEROR that the performance of the expected work, or any of the matters relating thereto, is not sufficiently described or explained in the RFP, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Procuring Agency law, ordinance, rule, regulation, or other standard or requirement, then the OFFEROR shall e-mail a written request for clarification to the Procuring Agency's Project Manager or his/her designee prior to the due date for offers.

1.1.2.3 ADDENDA TO RFP

The Procuring Agency reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in **written** addenda. The Procuring Agency shall provide copies of addenda to all prospective OFFERORS officially known to have received the RFP. Prospective OFFERORS, or their agents, shall be responsible for collecting any addendum from the Project Manager. Notifications and/or any actual addendum will also be e-mailed or delivered to all such prospective OFFERORS officially known to have received the RFP and to the e-mail address and/or mailing address provided by each prospective OFFEROR. Failure of any prospective OFFEROR to receive the notification or addendum shall not relieve the OFFEROR from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective OFFERORS shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may at the Procuring Agency's sole option disqualify the proposal. In order to receive any addenda to this RFP, vendors must register at: http://www.soltransride.com/about-soltrans/doing-business-with-soltrans/

If the Procuring Agency determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Procuring Agency determines will allow OFFERORS sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

1.1.2.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS

Proposals stating conditions, exceptions, reservations or understandings (hereinafter "deviations") relating to the RFP may be rejected. OFFEROR may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted in the same package. Any alternate proposal shall include a price proposal in accordance with "Price Proposal Requirements" (Section 1.1.3.3).

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in "Form for Proposal Deviation" (Section 1.1.6.5), setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by the Procuring Agency. All deviations not found by the Procuring Agency to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the OFFEROR receiving a less favorable evaluation than without the deviation.

1.1.3 INSTRUCTIONS TO OFFEROR

1.1.3.1 DUE DATE

Sealed proposals including one original and eight (8) copies must be received at the address shown in "Procuring Agency and Project Manager" (Section 1.1.1.1) by January 18, 2013 at 12:00 p.m. for the provision of Transit Operation Services. All labor, equipment, and materials shall be furnished in strict accordance with the schedule and conditions of the Contract Documents. Proposals and subsequent offers shall be valid for a period of 120 days. The term of this agreement shall be for five (5) years from date of award, with two one year options.

1.1.3.2 TECHNICAL PROPOSAL REQUIREMENTS

A package shall be addressed to the Project Manager and must, at a minimum, contain the following:

1. Letter of transmittal
   a. Identification of the offering firm(s), including name, address and telephone number of each firm;
   b. Proposed working relationship among offering firms (e.g., prime/sub), if applicable;
   c. Name, title, address and telephone number of contact person during the period of proposal evaluation;
   d. A statement to the effect the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
   e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Acknowledgement of receipt of RFP addenda (1.1.6.2), if any;
3. Complete the Lobbying Certification (1.1.6.3)
4. Complete the Non-Collusion Affidavit (1.1.6.4)
5. Complete the Debarment and Suspension Certification (1.1.6.5)
6. Complete the Form of Proposal Deviation (1.1.6.6), if any;
7. Complete the Pricing Schedule (1.1.6.7), also see Section 1.1.3.4.11
8. Complete the Proposed Staffing and pricing requirements

1.1.3.3 IMPLEMENTATION PROGRAM

1. Proposed Management Plan (1.1.3.3.1)
2. Proposed Operations Plan (1.1.3.3.2)
3. Proposed Vehicle Maintenance Plan (1.1.3.3.3)
4. Proposed Safety Plan (1.1.3.3.4)
5. Proposed Wellness Plan (1.1.3.3.5)
6. Proposed Training Program (1.1.3.3.6)
7. Proposed Start-up Plan (1.1.3.3.7)
8. Proposed Hiring of Employees (1.1.3.3.8)
9. Proposed Job Classification and Wage Scales for each position per year (1.1.3.3.9)
10. OFFEROR'S Qualifications statement (1.1.3.3.10)

Proposals shall be submitted in 8-1/2" x 11" size. Offers should be typed; double spaced, and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. **Information should be presented in the order in which it is requested.**

1.1.3.4 IMPLEMENTATION PROGRAM

OFFEROR shall provide the following plans, as applicable, based on the service proposal to be submitted. Those OFFERORS proposing on Fixed Route Service shall provide all of the plans as described in this RFP.

1.1.3.4.1 Management Plan

OFFEROR shall provide a description of the Management Plan for this project, including a detailed description of the OFFEROR'S understanding of the work to be performed. The OFFEROR shall also include:

1) An action plan to achieve the start date. The action plan should include personnel recruitment and training.

2) A graph/chart showing the phases or time line of implementation of work.

3) An overall organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations for the service package proposed. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee, job title, and wage. This chart shall identify all required personnel (i.e. operators, mechanics, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the service package proposed.

4) Specific information as to what each primary/supervisor's job duties will entail, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the start-up tasks. Resumes for each of these key personnel shall be provided after the contract has been awarded and 60 days prior to the contract start date. SOLTRANS reserves the right to interview and/or approve each person being submitted for the key positions.

5) The identities of other employees (i.e. individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing.

6) Each of the key management positions necessary and a description of the duties. SOLTRANS expects that each key management position will have prior public transportation industry experience and will have a valid class B license, unless waived by SOLTRANS. OFFEROR is encouraged to combine key management position duties in an effort to further reduce costs. As stated in other areas of this RFP, SOLTRANS reserves the right to require OFFERORS to remove any individuals from SOLTRANS property and/or employment or work on SOLTRANS services.

1.1.3.4.2 Operations Plan

The OFFEROR shall describe the strategy for implementing service that meets SOLTRANS' requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incidents procedures that will be utilized by the OFFEROR. The following should be the minimum included in the Plan, as applicable according to the service (fixed route/paratransit/dial-a-ride) on which OFFEROR is proposing, along with other elements that OFFEROR deems significant for meeting the service requirements and expectations of SOLTRANS:

1) Describe the reporting structure, and provide job descriptions and numbers of individual managers, supervisors, and operators that are responsible for the daily on-street operation. An organizational chart must be provided in any OFFER.

2) Describe the methodology that OFFEROR will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints received by SOLTRANS, vehicle repair frequency, preventing and addressing vehicle and passenger accidents, acceptable vehicle appearance, effective management of extra-board staffing, maintaining employee morale and sense of teamwork, and resolution of on-street issues.

3) Provide the number of, as well as a work schedule for, dispatchers and road supervisors required to ensure coverage during all hours of revenue service. If the dispatching and

road supervisor functions are to be accomplished by a single individual, which could be possible, specify this and how the quality of work would not be compromised.

4) Describe procedures as to how OFFEROR will handle accident/incident investigations and reports of same.

5) Outline how any funds in the Employee Bonus Fund will be tracked, administered, and reported to SOLTRANS. An Employee Bonus Committee, as practicable, must be created to manage the funds and the process by which this Committee is formed and utilized.

6) Provide a sample list of activities/projects/programs that OFFEROR believes should be considered when expending the bonus funds. Please note that any funds deposited by SOLTRANS into the employee bonus fund shall not relieve OFFEROR of its responsibility to fund and/or support, as deemed necessary and appropriate, activities or programs for building and maintaining employee morale and a sense of teamwork in the workplace.

7) Provide a sample, comprehensive "Drivers Manual" that would address the following in detail: 1) Driver Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum guidelines for performance, etc.); 2) Driver Duties (including pre & post trip inspections, marketing/outreach support, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts on non-GFI vehicles, etc.); 3) General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, procedures such as transfers and fare collection, procedures for taking vacation/sick time, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops); 4) Vehicle Orientation (Standard Operating Procedures including public address system, electronic headsigns, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on SolTrans property and in vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of SolTrans equipment.) **One copy of the sample Drivers Manual must be included with each copy of OFFEROR'S proposal.** OFFEROR shall ensure that the SOLTRANS Executive Director has three (3) copies of the most current "Drivers Manual" at all times.

8) In accordance with the Federal Transit Administration (FTA) guidelines, OFFEROR is responsible for the tracking, collecting, and preparing National Transit Database (NTD) report data. The OFFEROR must show and/or document who will perform these duties and their competency in accomplishing this task in accordance with FTA guidelines. SOLTRANS may also require passenger mile sampling, as required by NTD every three years. In this case, OFFEROR must describe the method/process in which this would happen to ensure federal compliance.

9) Describe in detail how OFFEROR'S bid would change if one or more of the services bid is awarded to another bidder. List any staffing changes or pricing modifications that would be required under this scenario.

10) Performance standards are specified in this RFP for all services. Please provide a table that 1) demonstrates your awareness and understanding of the standards, 2) strategies

for meeting the standards, and 3) measures you would use to gauge your progress towards meeting the standards. SOLTRANS will require that OFFEROR provide at least monthly progress reports on how performance standards are being addressed or pursued, and SOLTRANS reserves the right to meet with OFFEROR as necessary to ensure compliance with adopted performance standards and OFFEROR'S steps and schedule to correct deficiencies.

11) List all technology OFFEROR would use for delivering services and managing operations, and describe how the specified technology would a) contribute to the efficiency and effectiveness of the system, b) minimize operating costs, c) improve performance reporting to SOLTRANS, d) enhance the customer experience, e) maximize employee productivity, etc. OFFEROR shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased.

    (NOTE: Technology equipment paid for directly by SOLTRANS shall become the property of SOLTRANS. Furthermore, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of SOLTRANS, and SOLTRANS shall dictate to OFFEROR how such data shall be provided to SOLTRANS upon its request. OFFEROR shall further retain such data for an amount of time specified by SOLTRANS.)

12) For OFFERORS proposing on fixed route, describe how administrative and customer service functions will be performed at the customer service windows located in the Vallejo Ferry Building and at 311 Sacramento Street. Currently, the Water Emergency Transportation Authority (WETA) contracts with SOLTRANS to provide customer service and sell ferry tickets at the Vallejo Ferry Building; SOTLRANS will require OFFEROR of fixed route service to provide these services on behalf of SOLTRANS. The customer service provided by OFFEROR'S employees will be subject to performance standards and measures as required by SOLTRANS.

1.1.3.4.3 Maintenance Plan (if applicable)

OFFERORS proposing on Maintenance shall provide a detailed description of the maintenance Plan to be utilized. The program shall meet or exceed SOLTRANS' requirements as stated in Section 6. The following shall be included at a minimum:

1) The Maintenance Plan shall detail how the following areas will be addressed:
    - Preventive Maintenance Inspections
    - General repair
    - Parts inventory
    - Component rebuild or replacement, including expected expenses
    - Bus washing
    - Special repairs, i.e. destination signs, farebox, HVAC, and video monitoring systems
    - Federal Transit Administration Compliance
    - Bus facility & Bus amenity maintenance efforts

2) Provide maintenance procedures for responding to on-street mechanical failures, with minimum adverse effect on revenue service.

3) Provide the goals and objectives of the maintenance program such as reducing the frequency of road calls and tracking maintenance cost compared to operating cost. The

plan should define how such goals and objectives will be achieved and how progress towards meeting them will be tracked and reported to SolTrans.

4) Provide number and type of personnel proposed for each type of maintenance function, including service, cleaning, general repair, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio by sub-fleet.

5) Submit the procedures that OFFEROR will use to ensure internal maintenance quality control and follow up, and indicate the individual(s) responsible for this quality control.

6) Indicate how maintenance reporting requirements will be met. All maintenance must meet SOLTRANS, FTA, and DOT regulations and requirements. Additionally, OFFEROR will be required to submit necessary financial and performance reports in such a manner that will allow SOLTRANS to finance maintenance expenses with federal grant funds. OFFEROR must provide all reports in electronic or written format as required by SOLTRANS.

7) Describe how supporting documentation for actual maintenance expenses to include, but not be exclusive of vendor invoices, proof of vendor payment(s) of maintenance expenses, applicable payroll records, applicable pay stubs, will be tracked and reported to SOLTRANS on a monthly basis.

8) Describe how **capital** expenses will be defined, tracked, and reported to SOLTRANS on a monthly basis.

9) Describe how all SOLTRANS facilities (listed under section 6.3 of this RFP) and amenities will be maintained. SOLTRANS will require OFFEROR to submit a cleaning schedule detailing how and when facilities, bus stops and vehicles will be maintained for the upcoming month in a calendar format. Details by bus stop and vehicle number will be required.

10) The collection of farebox revenue is critical for financing operations and maintaining grant eligibility. Please describe how OFFEROR'S staff will maintain fareboxes, address farebox issues in the field as quickly as possible, ensure that buses are probed every day, and ensure that fares are secured between the buses (where they are collected) and the point that they are processed for bank deposit.

NOTE: OFFERORS only proposing on paratransit and/or GP Dial-a-Ride shall describe the maintenance plan for ensuring proper maintenance of vehicles used for the provision of effective, reliable, and safe services.

1.1.3.4.4 Safety Program

Safety of the passenger is one of the most important aspects of providing public transportation. Every vehicle must meet all applicable state and federal laws for commercial vehicles carrying passengers in the State of California. The OFFEROR'S safety record shall be evaluated based on the following:

1) Overall company safety record in public transportation fixed route and dial-a-ride services. Provide accident rate in accidents per 100,000 miles.
2) The safety record (accident rate) of at least three (3) of the OFFEROR'S previous or current public transportation contracts that compare in size and complexity to the

services being proposed. The provided safety records shall also include a list of any insurance claims valued over $25,000 that was paid by OFFEROR.

3) Provide a summary copy of OFFEROR'S Safety Program. Safety Programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.

4) Provide a summary copy of OFFEROR'S emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.

5) Explain the creation and role of a Safety Committee in developing and ensuring a team approach to maximizing operational safety, as well as the composition of said Committee.

6) For OFFERORS proposing on fixed route explain your approach to maintaining safe bus facilities and amenities, including bus stops, bus shelters, transit centers and other facilities and amenities maintained by OFFEROR.

1.1.3.4.5 Wellness Program (if applicable)

The establishment of this Program is required for OFFERORS who are proposing to centralize all of its employees at a single location such as 1850 Broadway in Vallejo, unless otherwise waived by SOLTRANS.

An employee Wellness Program is an effective method to promote health, productivity, and safety amongst the members of your staff. This Program should, at the least, promote an awareness of health-related issues, encourage healthy lifestyle choices, improve morale, reduce absenteeism, and oftentimes reduce the cost of healthcare for the employee and company.

Document a Wellness Program that demonstrates OFFEROR'S plans for encouraging healthy and safety-conscious employees. The Program goals, objectives, and strategies for meeting these should be well defined and address the following:

- Improve general health and well-being
- Encourage healthy lifestyle choices
- Improve productivity
- Minimize absenteeism
- Improve morale and a positive workplace
- Promote a sense of teamwork
- Reduce turnover rate
- Decrease injuries and illness

OFFEROR will be expected to form an employee-based committee, which will also include a SOLTRANS representative, to determine how funds in the "Wellness Fund" will be invested in programs, activities or projects that promote employee wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service agents, management, etc.). SOLTRANS reserves the right to make final decision regarding use of funds to ensure alignment with agency's goals and objectives.

As an indication of the importance SOLTRANS places on employee wellness, SOLTRANS shall contribute $2,000.00 to a Wellness Fund to support the establishment of an effective Program. SOLTRANS further requires that all proceeds from vending machines on SOLTRANS owned/leased property, to be managed by OFFEROR, will be deposited in the Wellness Fund throughout the life of the contract with SOLTRANS. OFFEROR must identify any additional methods it will employ to continue to fund the Wellness Fund and maintain the Wellness Program throughout the life of the contract.

This program should not circumvent any other responsibilities of the OFFEROR to provide for employee morale and wellness. Additionally, OFFEROR shall further demonstrate how employee "buy-in" of the Wellness Program can be achieved.

If services under this RFP are awarded to more than one CONTRACTOR, the monies dedicated to the Wellness Fund shall be shared in a manner that is proportional to the percentage of total trips operated by each CONTRACTOR. OFFEROR may forgo monies in the Wellness Fund, but must explain how a Wellness Program will be funded and managed otherwise.

1.1.3.4.6 Training Program

The OFFEROR shall provide a detailed description of all training that will be provided to each operator, maintenance and administrative personnel throughout the contract term.

1) For OFFERORS proposing on fixed route and maintenance, outline training requirements for mechanics, service, and cleaning personnel. Indicate how and where vehicle maintenance training will be provided.

2) For OFFERORS proposing on paratransit and/or GP Dial-a-Ride, describe how schedulers will be trained to use Trapeze or an equivalent or better scheduling program to schedule demand response rides and track data, as required by SOLTRANS, in the most efficient manner that will maximize productivity and/or service quality.

3) Submit a calendar of classes showing how OFFEROR will meet the minimum hours of operator training requirement. This calendar must show how OFFEROR will meet the minimum number of operators for start-up.

4) Submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. Provide sample documentation of course material currently used for operator instruction. Submit an outline, or current procedure, used for on-going/refresher training of operators.

5) Indicate the number of operator instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction (indicate temporary start-up training personnel vs. permanent training personnel). Indicate which of the OFFEROR'S instructors are local and familiar with the geographic area of SOLTRANS and routes proposed.

6) Indicate all other training requirements that OFFEROR anticipates for start-up, i.e. dispatchers, road supervisors, support staff, etc.

7) The OFFEROR shall provide documentation of their training program designed to meet the FTA Security Awareness Training.

8) OFFEROR shall provide a list of all personnel positions who will be computer fluent, the computer programs/applications in which they will be fluent, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by SOLTRANS. SOLTRANS realizes that "computer fluency" may be taught, and OFFEROR may propose to train individuals to acquire basic computer skills and fluency for certain positions; however, SOLTRANS will not excuse CONTRACTOR from its obligations under the contract in such situations.

   a. At a minimum, "fluency" shall include a working knowledge of Microsoft Word, Microsoft Excel, how to navigate the internet, how to manage Facebook and Twitter communication, and how to perform data input on-line (to meet the reporting requirements included in this RFP).

   b. For Dispatchers, Schedulers and individuals managing fixed route and paratransit operations, "fluency," at a minimum, shall include the aforementioned computer skills, as well as a working knowledge of Trapeze scheduling for fixed route and demand response, unless otherwise waived by SOLTRANS.

   SOLTRANS reserves the right to require that certain positions be filled with individuals who are computer fluent, as described above, and under no circumstances shall OFFEROR refuse to comply. SOLTRANS also reserves the right to increase the minimum standards for computer "fluency" throughout the contract period as required for OFFEROR to meet its contractual obligations.

NOTE: OFFEROR is further required to fill all positions with individuals who can read, write and complete surveys or other simple, written tasks as directed by SOLTRANS. Under no circumstances shall OFFEROR refuse to comply.

1.1.3.4.7 Start-Up Plan

The OFFEROR shall provide a comprehensive, detailed plan of how all transition and start-up tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of service. The plan should document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful transit service program. This plan shall include a detailed chronology/calendar and explanation of all items listed. The end date of the start-up plan shall be the service start date.

1.1.3.4.8 Hiring of Employees

A successful recruitment program will require a very aggressive hiring plan and competitive wages/benefits to hire and retain qualified employees. Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to meet start-up requirements that indicate the OFFEROR'S understanding of the Solano County market.

When practicable, OFFEROR must indicate hourly wage and/or salary to be paid for each position in order to demonstrate a realistic business plan for the Solano County market.

This description should include the following:

1) Advertising time frame and location of advertising. List all other recruiting plans, e.g. recruiting firms, job fairs, etc.

2) OFFEROR'S selection criteria shall meet or exceed SOLTRANS' selection requirements for all employees that will operate a commercial vehicle on public rights-of-way.

3) Provide a sample or process for screening that will be used to ensure that all operators hired can understand and converse with dispatch, SOLTRANS, and customers. The process must also ensure that any candidates have the ability to complete any required forms or documentation.

4) OFFEROR'S understanding and compliance with Labor Code Sections 1070 – 1074. See Section (1.1.6.9)

5) OFFEROR'S selection criteria and screening process for all positions beyond the bus operator position.

6) OFFEROR'S plan and process for hiring part-time or temporary employees versus full-time employees. OFFEROR shall clearly explain how filling positions with part-time and/or temporary employees will not compromise organizational or workplace stability and viability, contribute to high turn-over, interrupt service reliability, and impact the quality and level of service expected by SOLTRANS.

7) Given the demographics of SOLTRANS' service area, hiring bilingual bus operators and customer service agents is of great value to the agency. Describe the plan for recruiting and retaining bilingual employees who are fluent in foreign languages, especially Spanish, which are commonly spoken in Vallejo and Benicia.

OFFEROR is required to hire for permanent positions as identified in the organizational chart submitted in its proposal. Should OFFEROR hire employees to fill positions or meet organizational needs on a temporary basis, OFFEROR must first obtain written approval from the SOLTRANS Executive Director or his/her designee, and SOLTRANS shall have the right to interview the temporary employee to assess his/her qualifications for meeting the organization's needs. For purposes of this RFP, any individual contributing to SOLTRANS services, who is not on the organizational chart submitted in OFFERORS proposal, shall be considered a temporary employee. (**NOTE**: If after 3-months OFFEROR should fail to fill a position (except bus operator and mechanic positions), identified in the organizational chart, on a permanent basis with a well-qualified individual, SOLTRANS shall be entitled to full compensation for salaries and benefits allocated for that position on a pro-rated basis, until such time that the position is filled.)

All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the SOLTRANS contract with OFFEROR, and SOLTRANS reserves the right to have any employee of OFFEROR removed from employment and SOLTRANS property at any time and for any reason.

1.1.3.4.9 Job Classification and Wage Scales

List all positions needed to fulfill the requirements of this RFP and document the duties of each Key Management position. List the wages for each of the positions necessary. If it is assumed that existing employees providing SOLTRANS services will be rehired under the new operations contract, effective in Fiscal Year 2013-2014, OFFEROR must also provide a list of these employees, their positions, their seniority, indication of part-time or full-time status, and the wage scales associated with each individual per year covered by the proposal. Please specify if any salary premiums (i.e. language premium) will be provided for any of the positions, as well.

1.1.3.4.10 OFFEROR Qualifications Statement

This section of the proposal should establish the ability of the OFFEROR to satisfactorily provide the required services by reasons of: demonstrated competence in the service to be provided; the nature

and relevance of recently awarded work; staffing capability, work load; strength and stability as a business concern.

Provide a brief profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, licenses held, number of employees, and a general description of the firm's financial condition. In addition, provide audited financial statements for the last three years. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the OFFEROR'S ability to complete the project. Describe the firm's experience in providing like services to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Identify subcontractors, if any, by company name, address, contact person, and telephone number and project function. Provide the same information for each subcontractor as requested above, and describe any experience working with each subcontractor.

In addition, for each project cited as related experience, furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The OFFEROR may also supply references from other work not cited in this section as related experience. Listing of references shall include a detailed description of the work performed for the client referenced. OFFEROR must provide, as a minimum, three references.

1.1.3.4.11 Price Proposal Requirements

The OFFEROR is required to complete and execute the "Pricing Schedule" (Section 1.1.6.7) and provide same in the price proposal. OFFEROR is also required to submit a detailed pricing schedule, using OFFEROR'S own format, showing a breakdown of all costs associated with the pricing proposal contained on the Pricing Schedule.

[The Remainder of This Page Intentionally Left Blank]

1.1.3.5 PROPOSAL PACKAGING REQUIREMENTS

Proposals shall be submitted in two (2) separately sealed packages defined below. Each package shall be marked as specified below and shall contain all of the proposal documents for which the package is required to be marked. These same requirements shall apply to any Best and Final Offers which may be requested.

PACKAGE NO. 1: TECHNICAL PROPOSAL

SOLTRANS RFP# 10-19-12F

1. Letter of Transmittal
2. Technical Proposal
3. References and Non-priced Information (if provided by OFFEROR)

SUBMITTED BY:

(OFFEROR'S name and address)

PACKAGE NO. 2: PRICE PROPOSAL

SOLTRANS RFP# 10-19-12F

1. Price and Proposal
2. Pricing Schedule
3. Supporting Data

SUBMITTED BY:

(OFFEROR'S name and address)

No cost, price or financial information of any kind shall be included in Package No. 1 or in any of the proposal documents that it will contain.

Proposal packages shall be addressed and delivered to the address specified in "Procuring Agency and Project Manager" Section of this RFP (Section 1.1.1.1). OFFEROR shall provide the following: For Package 1, OFFEROR must provide one (1) original, eight (8) copies, and one (1) copy on CD; For Package No. 2, OFFEROR must provide one (1) original and one (1) copy.

1.1.3.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal previously submitted will be accepted by the Procuring Agency only if the modification is received prior to the Proposal Due Date, or is specifically requested by the Procuring Agency, or is made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An OFFEROR may withdraw a proposal previously submitted prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to the Procuring Agency a written request for withdrawal executed by the OFFEROR'S authorized representative. After the proposal Due Date, a proposal may be withdrawn only if the Procuring Agency fails to award the Contract within the proposal validity period prescribed in "Due Date" (Section 1.1.3.1) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of an OFFEROR to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by an OFFEROR as a means to submit a late proposal and, as such, will not alter the Procuring Agency's right to reject a proposal.

1.1.4 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

Proposals must conform to the service specifications described in the Request for Proposals (Fixed Route, Maintenance, ADA Paratransit, or GP Dial-a-Ride).

The primary desire of SOLTRANS for this procurement is to ensure an award will be made based on the highest quality of service proposed that best matches SOLTRANS' requirements using the Federal Transit Administration's (FTA) approved Third Party Contracting Guidance (FTA C 4220.1F) "Best Value" methodology. Per FTA's Third Party Contracting Guidance, Best Practices Procurement Manual, "Best Value" is defined as follows:

> "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience of the management team, creativity of proposal, quality and comprehensiveness of required Plans. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the procuring agency.

The Evaluation Committee will make a recommendation to award to the Board of Directors, based upon the Evaluation Committee's determination of the responsible OFFEROR whose proposal is most advantageous to SOLTRANS.

Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the OFFEROR with the highest ranking or make a recommendation to award to the OFFEROR with the lowest Price Proposal, if doing so would not be in the overall best interest of the SOLTRANS.

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive, negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with OFFERORS within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, the Procuring Agency may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to the Procuring Agency's right to reject any or all proposals, the OFFEROR whose proposal is found to be most advantageous to the Procuring Agency, will be selected.

Selection for Award will be based on the following process:

1. Determine responsiveness of OFFERORS as described in Section 1.1.4.3.1
2. Determine responsible OFFERORS as described in Section 1.1.4.3.2
3. Determine ranking based on percentages points as described in Section 1.1.4.3.3
4. Identify the proposals that fall within the competitive range, which would be those proposals that are responsive, responsible, and whose percentage points are clear leaders amongst the proposers.
5. Conduct Interviews, as necessary, with the proposers within the competitive range
6. Request Best and Final Offers, as necessary, of those within the competitive range
7. Make an award based on Best Fit and Best Value of those within the competitive range

1.1.4.1 OPENING OF PROPOSALS

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Committee and Evaluation Team and other Procuring Agency officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

1.1.4.2 EVALUATION COMMITTEE

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible OFFERORS and the competitive range, negotiations and the selection of the OFFEROR, if any, that may be awarded the Contract. The Evaluation Committee will include no less than the officers, employees and agents of the Procuring Agency and may include other qualified transit professionals internal and/or external to the Agency. The Evaluation Committee will carry out the detailed evaluations and report all of its findings to SOLTRANS Executive Director for final approval.

1.1.4.3 PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Selection of a proposal from a responsive and responsible OFFEROR shall be made through consideration of the following: "Determination of Responsiveness", "Determination of Responsible OFFERORS", and "Proposal Evaluation Criteria". An award, if made, will be to a responsible OFFEROR for a proposal which is found to be in the Procuring Agency's best interest.

1.1.4.3.1 Determination of Responsiveness

SOLTRANS will consider all of the OFFEROR'S materials to determine whether the OFFEROR'S proposal is in compliance with the terms and conditions set forth in this RFP. OFFERORS must submit all required information in the manner described, unless otherwise waived by SOLTRANS, in order for the Proposal to be considered responsive.

1.1.4.3.2 Determination of Responsible OFFERORS

This section contains proposal evaluation criteria, listed by their relative degree of importance, by which proposals from responsible OFFERORS will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the "Form for Proposal Deviation" (Section 1.1.6.6), which do not cause the Procuring Agency to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise. Non-price factors when combined are more significant than the price alone.

I. **(PASS/FAIL) Affordability.** The price proposals, which are expected to be in line with pricing paid by agencies comparable to SOLTRANS and delivering similar services, will be assessed for affordability as defined by SOLTRANS' available financial resources and budget for operations and maintenance. OFFEROR may reference SOLTRANS' Short Range Transit Plan for more information

on available financial operating resources during the period covered by this RFP. The Procuring Agency will not make an award for any proposal which proposes prices that would render the procurement unfeasible.

II. **(PASS/FAIL) Unacceptable Exceptions, Conditions, Reservations and Understandings.** Any exceptions, conditions, reservations or understandings that are explicitly stated on the required form "Form for Proposal Deviation" (Section 1.1.6.6) will be evaluated for their acceptability. Each of any exceptions and/or conditions made in a proposal will be evaluated and the Procuring Agency will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the OFFEROR upon the request by the Procuring Agency, would be cause for the proposal to be rejected. For the purposes of determining the competitive range, a proposal containing unacceptable exceptions, conditions, reservations or understandings may be included on the basis that the proposal is capable of being made acceptable provided that the OFFEROR withdraw or modify the unacceptable exceptions, conditions, reservations or understandings. Any exceptions, conditions, reservations or understandings which do not cause the Procuring Agency to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

III. **(PASS/FAIL) Integrity and Satisfactory Performance.** Evidence of satisfactory performance, a spirit of cooperation, integrity, and ethical business practices on similar contracts is required. The OFFEROR must have a satisfactory performance record demonstrated by positive, constructive feedback from references from past and current contracting agencies delivering services similar to that of SOLTRANS.

IV. **(PASS/FAIL) Sufficient Financial Strength.** OFFEROR'S financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The following must be received and will be considered in evaluating financial strength:

A. Compliance with financial requirements: Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the OFFEROR can be insured for the required amount.

B. Audited Financial Statements for the past three (3) years.

V. **(PASS/FAIL) Compliance with Federal Requirements of this RFP**. Required certifications, specified in this RFP, must be received and proposal must demonstrate current compliance or ability to comply if OFFEROR becomes the eventual, successful contractor.

Proposals will be evaluated against the pass/fail Criteria Numbers I through V above, and if OFFEROR passes these criteria, it will be deemed to be responsible. However, any proposal which fails one or more of these criteria but is susceptible of being made to meet such failed criteria will also be considered responsible. Under any other circumstances, a proposal may not be considered to be responsible.

1.1.4.3.3 Proposal Evaluation Criteria (Weighted by Percentage)

The following criteria will be used to further evaluate proposals. This set of criteria must be addressed and are not listed by any particular order of importance. The OFFEROR of any proposal that the Evaluation Committee finds not to have addressed the criteria, may be determined by the Evaluation Committee as not qualified and its proposal rejected. The criteria are as follows:

Experience (25%): The following will be considered: a) breadth of company's industry experience with similar transit contracts, b) level of prior public transportation experience and expertise of the management team, c) sufficiency of staffing and other resources (i.e. training, mentorship, etc.) for demonstrating the ability to perform per the contract and service delivery terms, d) safety record.

Employee Protection (10%): Proposers that declare that they, as the successful Contractor, will agree to retain the qualified employees of the current contractor or subcontractor(s) for a period of at least 90 days, in accordance with California Labor Code section 1072. (See Section 1.1.6.7 and Section 1.1.6.8 of this RFP.)

Thoroughness and Comprehensiveness of Proposed Plans and Supporting Documentation (40%): Each of the required plans must demonstrate the OFFEROR'S understanding of the RFP and describe how OFFEROR will work with SOLTRANS in delivering the services. The combination of these plans should demonstrate an OFFEROR who desires to work for SOLTRANS and provide high quality services.

- Proposed Management Plan
- Proposed Operations Plan
- Proposed Vehicle Maintenance Plan, if applicable
- Proposed Safety, Security and Risk Management Plan
- Proposed Wellness Plan
- Proposed Training Program
- Proposed Startup Plan
- Proposed Hiring of Employees
- Proposed Job Classification and Wage Scales
- Qualifications Statement and Criteria

Creative/Innovative Solutions for Maximizing Service and Cost-Efficiency (25%): SOLTRANS is especially seeking creative and innovative solutions to minimize operating costs while maximizing level and quality of service. Proposed pricing for transit services will be considered in conjunction with creative/innovative methods for achieving cost-efficiency while delivering high quality and potentially enhanced services.

1.1.4.4 EVALUATION PROCEDURES

All aspects of the proposal evaluations, including any related discussions, documentation, correspondence and meeting recordings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as non-responsive or as not within the competitive range. SOLTRANS, as the Procuring Agency, reserves the right to request an OFFEROR to provide any missing information and to make corrections. OFFERORS are advised that the detailed evaluation procedures will follow the same proposal format and organization specified in "Instructions to OFFERORS" (Section 1.1.3). Therefore, OFFERORS shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the OFFEROR has accepted all of the contract documents and the whole package of contract requirements, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of "Form for Proposal Deviation" (Section 1.1.6.6). Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the entire proposal, are subject to evaluation under the "Proposal Evaluation Criteria" (Section 1.1.4.1).

1.1.4.4.1 Evaluations of Competitive Proposals

Each proposal will be evaluated in accordance with the requirements and all criteria specified in "Proposal Selection Process" (Section 1.1.4.3).

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that the Procuring Agency finds not to meet these requirements, and may not be made to meet these requirements, may be determined by the Procuring Agency to not be considered for the competitive range. The requirements are as follows:

A. OFFEROR is initially evaluated to be responsiveness in accordance with Section 1.1.4.3.1, "Determination of Responsiveness."

B. OFFEROR is then evaluated as responsible in accordance with the "Determination of Responsible OFFERORS" criteria (Section 1.1.4.3.2), or that the Procuring Agency finds it is reasonable that said proposal can be modified to address said criteria. Any proposals from OFFEROR whom the Procuring Agency finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of an OFFEROR'S responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Procuring Agency, information submitted in a BAFO and information resulting from Procuring Agency inquiry of OFFEROR'S references and its own knowledge of the OFFEROR.

C. OFFEROR has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the Procuring Agency to be either a defect that the Procuring Agency will waive in accordance with "Acceptance/Rejection of Proposals" (Section 1.1.5.1) or that the proposal can be sufficiently modified to meet these requirements.

D. Proposed pricing would not automatically render the proposal financially unfeasible, as it is reasonable that such pricing might be reduced to render the procurement financially feasible.

The Procuring Agency will carry out and document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process" (Section 1.1.4.3). Any extreme proposal deficiencies which may render a proposal unacceptable will be documented. The Procuring Agency will make specific note of questions, issues, concerns and areas requiring clarification by OFFERORS and to be discussed in any meetings with OFFERORS which the Procuring Agency finds to be within the competitive range.

Rankings and spreads of the proposals against the proposal evaluation criteria will then be made by the Procuring Agency as a means of judging the overall relative spread between proposals.

1. **Proposals not within the Competitive Range.** OFFERORS of any proposals that have been determined by the Procuring Agency as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing, including the shortcomings of their proposals.

2. **Discussions with OFFERORS in the Competitive Range**. The OFFERORS whose proposals are found by the Procuring Agency to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such OFFEROR may be invited for a private interview(s) and discussions with the Procuring Agency to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in "Form for Proposal Deviation" (Section 1.1.6.6), said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, the Procuring Agency shall have the right to reject any and all such conditions and/or exceptions, and instruct the OFFEROR to amend its proposal and remove said conditions and/or exceptions; and any OFFEROR failing to do so may cause the Procuring Agency to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any OFFEROR about any of the proposals from other OFFERORS. OFFERORS will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. OFFERORS will not be told of their rankings among the other OFFERORS.

1. **Best and Final Offers (BAFO**). After all interviews have been completed, each of the OFFERORS in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

   A. Notice that discussions/negotiations are concluded;

   B. Notice that this is the opportunity for submission of a BAFO;

   C. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;

   D. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;

   E. Notice that if OFFERORS do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by an OFFEROR in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by the Procuring Agency according to the same requirements and criteria as the initial proposals "Proposal Selection Process" (Section 1.1.4.3). The Procuring Agency will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs.

The Procuring Agency will then choose that proposal which it finds to be most advantageous to the Procuring Agency. The results of the evaluations and the selection of a proposal for any award will be documented in a report.

The Procuring Agency reserves the right to make an award to an OFFEROR whose proposal it judges to be most advantageous, without conducting any written or oral discussions with any OFFERORS or solicitation of any BAFOs.

1.1.4.5 CONFIDENTIALITY OF PROPOSALS

Access to public records is governed by the California Public Records Act (Government Code section 6250 et seq.). Except as otherwise required by law, the Procuring Agency will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which an OFFEROR believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The OFFEROR may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which an OFFEROR believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

The Procuring Agency shall employ sound business practices no less diligent than those used for the Procuring Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by OFFERORS pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the laws of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The OFFEROR shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Procuring Agency in its sole discretion, bears appropriate notices relating to its confidential character.

1.1.5 RESPONSE TO PROPOSALS

1.1.5.1 ACCEPTANCE/REJECTION OF PROPOSALS

The Procuring Agency reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more OFFERORS, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to the Procuring Agency, price and other evaluation criteria considered. The Procuring Agency reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. The Procuring Agency reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other OFFERORS.

If there is any evidence indicating that two or more OFFERORS are in collusion to restrict competition or otherwise engage in anti-competitive practices, the proposals of all such OFFEROR(S) shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Procuring Agency.

The Procuring Agency may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings” (Section 1.1.2.4).

1.1.5.2 AWARD TO OTHER THAN EVALUATION COMMITTEE RECOMMENDED VENDOR

This SOLTRANS contract will be partially funded through FTA grant funding. As such, SOLTRANS must maintain compliance with FTA procurement requirements as detailed within FTA Procurement Circular 4220.1F. Each member of the Board making an award (with Federal Transit Administration funds) to a Proposer other than that recommended by the Evaluation Committee, becomes the defacto "procurement evaluation committee" and will be required to submit a signed Declaration Concerning Conflict of Interest and Confidential Information to be retained within the procurement files. In the event the Board of an FTA funded public transit entity elects to award a federally funded contract to other than the vendor recommended through the predefined and executed selection panel/committee process, FTA Procurement Circular 4220.1F, Chapter III, 3, d. (1) (c), requires that "governmental recipients must state its reasons for contractor selection or rejection".

To maintain compliance with FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), the Board is required to submit a Selection Decision Memorandum setting forth the reason for making the selection. This written Selection Decision Memorandum must be based on the evaluation criteria as set forth in this RFP; there cannot be an introduction of new selection criteria.

1.1.5.3 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the Procuring Agency to be acceptable, a detailed price/cost proposal may be requested of the single OFFEROR. A price or cost analysis, or both, possibly including an audit, may be performed by or for the Procuring Agency of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The OFFEROR has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an OFFEROR'S price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the OFFEROR'S Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the OFFEROR'S performance should cost. A cost analysis is generally conducted to determine whether the OFFEROR is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate the Procuring Agency to accept such a single proposal; and the Procuring Agency may reject such proposal at its sole discretion.

1.1.5.4 CANCELLATION OF PROCUREMENT

The Procuring Agency reserves the right to cancel the procurement, for any reason whatsoever, at any time before the Contract is fully executed and approved on behalf of the Procuring Agency.

1.1.5.5 AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. The Procuring Agency's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the Procuring Agency for any payment shall arise until funds are made available to the Project Manager for this Contract. Any

award of Contract hereunder will be conditioned upon said continued availability of funds for the Contract.

1.1.5.6 PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with Protest Procedures contained herein. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D.

Failure to comply with the protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

1.1.5.6.1 Protest Procedures

Disputes arising in the performance of scope of work of this RFP which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SOLTRANS' Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy of the decision, OFFEROR mails or otherwise furnishes a written appeal to the Executive Director:

Attention: Mona Babauta, Executive Director
Solano County Transit (SolTrans)
311 Sacramento Street
Vallejo, CA 94590
Email: mona@soltransride.com

All protests must be in writing, stating the name and address of protestor, a contact person, contract number and/or title and shall specify in detail the grounds of the protest and the facts supporting the protest. The agency's review of any protest will be limited to violations of state or local laws or/regulations, violations of the agency's purchasing procedures, or violations of the agency's protest procedures or failure to review a complaint or protest.

In connection with any such protest, OFFEROR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the OFFEROR and the OFFEROR shall abide be the decision.

Performance During Dispute - Unless otherwise directed by SOLTRANS, OFFEROR shall continue performance under the scope of this RFP while matters in dispute are being resolved.

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

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

Rights and Remedies - The duties and obligations imposed by this RFP/ eventual 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 SOLTRANS or OFFEROR shall constitute a waiver of any right or duty afforded any of them under the RFP / eventual 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.

1.1.6 REQUIRED FORMS

1.1.6.1 REQUEST FOR PRE-OFFER CHANGE

The following form must be used for requested clarifications, or changes, and must be submitted as far in advance of the Due Date as specified in "OFFEROR COMMUNICATIONS AND REQUESTS" (Section 1.1.2.2).

REQUEST FOR PRE-OFFER CHANGE

OFFEROR:
Solicitation Ref: _____ Page: _____ Section: _____
Questions/Clarification : _____
Procuring Agency: _____

1.1.6.2. ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the price proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

OFFEROR: _____ Name	
	Street Address
	City, State, Zip
	Signature of Authorized Signer
	Title
	Phone

LOBBYING CERTIFICATION

The OFFEROR certifies, to the best its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the OFFEROR'S Authorized Official

_____ Name and Title of the OFFEROR 's Authorized Official

_____ Date

1.1.6.2 NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the OFFEROR; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the OFFEROR should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____ _____
Signature of Affiant Date

Sworn to before me this _____ day of _____, 20____. _____ _____ Notary public My commission expires	Seal

1.1.6.3 DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (OFFEROR) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective participant (OFFEROR) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____ Signature of the OFFEROR 's Authorized Official

_____ Name and Title of the OFFEROR 's Authorized Official

_____ Date

1.1.6.4 FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to "Conditions, Exceptions, Reservations and Understandings" (Section 1.1.2.4). One copy without any price/cost information is to be placed in the technical proposal as specified in "Technical Proposal Requirements" (Section 1.1.3.2) and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements" (Section 1.1.3.3). The OFFEROR should identify any means of potential savings in performing this service.

Deviation #: _____		OFFEROR: _____
Solicitation Ref:	Page: _____	Section: _____
Complete Description of Deviation _____		
Rationale (Pros & Cons): _____		

1.1.6.5 PRICING SCHEDULE

Based on the general and specific provisions and requirements contained in the "Request for Proposals", and terms and conditions of this RFP, receipt, review, and understanding is hereby acknowledged, the undersigned OFFEROR hereby proposes to manage and operate SOLTRANS service at the prices indicated below. OFFEROR must provide separate cost details for each of the services (Fixed Route, Paratransit, Dial-a-Ride, and Maintenance) proposed.

Paratransit Services and GP Dial-A-Ride services may also be bid as a cost per trip, instead of cost per Revenue Hour. Both Services may also use their own vehicles, maintain the vehicles provided, or use the vehicles provided while another contractor/Sub-contractor maintains them.

OFFERORS proposing on fixed route must also submit proposals for all other services under this RFP and must provide pricing on both a cost per revenue service hour and cost per revenue trip basis. In this case, three pricing schedules are required for each year for which OFFEROR is proposing: 1) Scenario #1: Pricing including all services, 2) Scenario #2: Pricing with Fixed Route & Maintenance Only, 3) Scenario #3: Pricing with Paratransit and Dial-a-Ride Only, 4) Scenario #4: Pricing for Paratransit only, and 5) Scenario #5: Pricing for Dial-a-Ride Only. Any proposed savings under scenario #1 should be easily identifiable to SOLTRANS, assuming there is a savings, when compared to the other pricing scenarios. SOLTRANS shall choose the method (cost/revenue service hour or cost/revenue trip) by which OFFEROR will be compensated for the applicable services upon execution of a final contract. However, under no circumstances will SOLTRANS pay for fixed route service based on a cost per revenue trip model.

OFFERORS must use the "GENERAL PRICING FOR FISCAL YEAR:_____" table below to provide pricing for each proposal year. One table must be clearly completed for each fiscal year for which OFFEROR is proposing to provide service(s). Again, this RFP covers five, base fiscal years (FY 2013-2014, FY 2015, FY 2016, FY 2017, FY 2018) and two, one-year options (FY 2019 and FY 2020).

In addition to completing the table for each proposed fiscal year (as noted below), **OFFERORS MUST PROVIDE MORE DETAILED BUDGET LINE ITEM PRICING** that clearly defines how the costs identified in the table were derived or calculated. The details in the budget line item pricing, per category below, must include, but not be exclusive of the following elements: salaries and benefits individually reported for each personnel position in OFFEROR'S proposed organizational chart in the following categories: management, administration, customer service, operations, and maintenance (vehicle & facility); overtime budget beyond expected salary savings; office supplies; operational supplies; any amortized costs; insurance costs for each of the required coverages specified in this RFP (Section 2.2.16); utilities; phone bill; maintenance parts and supplies; uniforms; tire costs; fuels/lubricants; training; travel; professional services/consulting costs, and; any other detailed costs that contribute to the annual budget totals. The totals in the detailed line item budget must match the totals in the "General Pricing for Fiscal Year: ___" table for each category. Any credits that OFFEROR will provide to SOLTRANS for mutually agreed-upon work no longer required of OFFEROR must also be identified in the Detailed Budget Line Item Pricing.

For purposes of pricing services and supporting equipment and supplies, SOLTRANS shall be responsible for purchasing vehicles (revenue and support vehicles) and major support equipment for maintaining the vehicles such as garage lifts, filter cleaners, etc., as well as any other mutually agreed upon equipment. SOLTRANS shall not pay for any equipment/system/program of OFFEROR that duplicates any function(s) or service(s) provided by SOLTRANS-owned and preferred equipment/systems/programs. OFFEROR shall further provide information on the useful life and replacement schedule(s) for any equipment purchased for meeting the service obligations as outlined in this RFP and specified in OFFEROR'S proposal. SOLTRANS shall own all capital equipment, systems, parts, tools, maintenance supplies/inventory, engines, transmissions, engine components, and any capital items purchased under this RFP. SOLTRANS reserves the right to pay for all capital items in their entirety without amortization.

Note: OFFEROR shall provide additional cost details upon request by SOLTRANS, and OFFEROR shall expeditiously meet such requests taking no later than 5 working days to do so. Also, for purposes of this RFP, SOLTRANS defines capital items as those items that have a value equal to or greater than $500 or have

a useful life of at least one year.

GENERAL PRICING FOR FISCAL YEAR:_____

Cost Category (Separate Capital Costs as specified)	PERIOD: (Example: July 1, 2013 – June 30, 2014)			
	Revenue Hours/ Trips/ Miles*	Cost per Revenue Hour	Cost Per Revenue Trip	Annual Totals
Fixed Route (FR)				
Paratransit (Para)				
Dial-a-Ride (DAR)				
FIXED, MONTHLY FEE WILL BE BASED ON THE ITEMS BELOW AS APPLICABLE				
Vehicle Maintenance				
Vehicle Maintenance (Projected Capital Items)				
Facility Maintenance				
Facility Maintenance (Projected Capital Items)				
Customer Service				
General Administration				
Overhead				
Insurance				
Performance Bond				
Profit				
Depreciation/ amortized costs (specify costs)				
Other Ops. Costs/Credits				
Other Capital for doing business (i.e. computers, software)				
Total:				

*Proposed costs are based on the revenue hours/miles/trips (SOLTRANS to provide) reported in this column. For vehicle maintenance, SOLTRANS is interested in calculating cost per revenue mile based on the total revenue miles and total annual cost reported by OFFEROR.

1.1.6.6 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The OFFEROR agrees to comply with applicable transit employee protective requirements where practicable. Procuring Agency understands that certain innovative and non-traditional business models might not be set-up to meet some or all of such requirements; in this case, an OFFEROR who cannot comply with the requirements of this section, would not be eligible for associated points during the evaluation process as set forth in Section (1.1.4.3.1) of this RFP.

49 U.S.C. 5310, 5311, and 5333

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the OFFEROR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The OFFEROR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 531O(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-Urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the OFFEROR agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

1.1.6.7 CALIFORNIA LABOR CODE SECTIONS 1070-1074

1070. The Legislature finds and declares all of the following:

(a) That when public transit agencies award contracts to operate bus and rail services to a new contractor, qualified employees of the prior contractor who are not reemployed by the successor contractor face significant economic dislocation as a result.

(b) That those displaced employees rely unnecessarily upon the unemployment insurance system, public social services, and health programs, increasing costs to these vital government programs and placing a significant burden upon both the government and the taxpayers.

(c) That it serves an important social purpose to establish incentives for contractors who bid public transit services contracts to retain qualified employees of the prior contractor to perform the same or similar work.

1071. The following definitions apply throughout this chapter:

(a) "Awarding authority" means any local government agency, including any city, county, special district, transit district, joint powers authority, or nonprofit corporation that awards or otherwise enters into contracts for public transit services performed within the State of California.

(b) "Bidder" means any person who submits a bid to an awarding agency for a public transit service contract or subcontract.

(c) "Contractor" means any person who enters into a public transit service contract with an awarding authority.

(d) "Employee" means any person who works for a contractor or subcontractor under a contract. "Employee" does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an "employee" as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)).

(e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(f) "Public transit services" means the provision of passenger transportation services to the general public, including Paratransit service.

(g) "Service contract" means any contract the principal purpose of which is to provide public transit services through the use of service employees.

(h) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

1072. (a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

(b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).

(c) (1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor. The duties imposed by this subdivision shall be contained in all service contracts.

(2) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

(3) The successor contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

(4) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, he or she shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.

1073. (a) An employee who was not offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor contractor or subcontractor in any superior court having jurisdiction over the successor contractor or subcontractor. Upon finding a violation of this chapter, the court shall order reinstatement to employment with the successor contractor or subcontractor and award back-pay, including the value of benefits, for each day of violation. A violation of this chapter continues for each day that the successor contractor or subcontractor fails to employ the employee, within the period agreed to pursuant to Section 1072.

(b) The court may preliminarily or permanently enjoin the continued violation of this chapter.

(c) If the employee prevails in an action brought under this chapter, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

1074. (a) Upon its own motion or upon the request of any member of the public, an awarding authority may terminate any service contract made pursuant to Section 1072 if both of the following occur:

(1) The contractor or subcontractor has substantially breached the contract.

(2) The awarding authority holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.

(3) A contractor or subcontractor terminated pursuant to subdivision (a) shall be ineligible to bid on or be awarded a service contract or subcontract with that awarding authority for a period of not less than one year and not more than three years, to be determined by the awarding authority.

1.2 OFFER

OFFEROR shall complete the following form and include same in the price proposal.

OFFER

By execution below OFFEROR hereby offers to furnish equipment and services as specified in SolTrans' Request for Proposals #

OFFEROR: _____

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

1.3 AWARD

1.3.1 NOTICE OF AWARD

By execution below, Procuring Agency accepts Offer as indicated above.

Project Manager: _____
Signature

Date of Award: _____

1.3.2 NOTIFICATION OF AWARD AND DEBRIEFING

OFFEROR who submits a proposal in response to this RFP shall be notified in writing regarding the firm awarded the contract. Such notification shall be made at least seven (7) days prior to the date the contract is awarded.

OFFEROR who was not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful OFFERORS who wish to be debriefed, must request the debriefing in writing and it must be received by the Project Manager within three (3) days of notification of the contract award.

2 GENERAL CONTRACTUAL PROVISIONS

GENERAL CONTRACTUAL PROVISIONS TABLE OF CONTENTS

2 GENERAL CONTRACTUAL PROVISIONS 46
2.1 DEFINITIONS 48
2.2 CONTRACT AND MODIFICATIONS 49
2.2.1 CONTRACT AWARD AND EXECUTION 49
2.2.2 CONTRACT DOCUMENTS 49
2.2.3 MODIFICATIONS TO CONTRACT 49
2.2.4 VERBAL AGREEMENT OR CONVERSATION 50
2.2.5 SCOPE OF SERVICES 50
2.2.6 TERM OF AGREEMENT 50
2.2.7 CONTRACTOR'S REPRESENTATIVE 50
2.2.8 COMPENSATION 50
2.2.9 MANNER OF PAYMENT 50
2.2.10 NOTICES 51
2.2.11 OWNERSHIP OF WORK 51
2.2.12 CONFIDENTIALITY 52
2.2.13 USE OF SUBCONTRACTORS/SUBCONSULTANTS 52
2.2.14 CHANGES IN SERVICE 52
2.2.15 RESPONSIBILITY: INDEMNIFICATION 53
2.2.16 INSURANCE 53
2.2.16.1 CONTRACTOR'S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE 54
2.2.16.2 ENDORSEMENTS 56
2.2.16.3 EVIDENCE OF INSURANCE 56
2.2.16.4 GENERAL PROVISIONS 57
2.2.17 CONTRACTOR'S STATUS 57
2.2.18 ASSIGNMENT 57
2.2.19 SOLTRANS WARRANTIES 57
2.2.20 SOLTRANS REPRESENTATIVE 58
2.2.21 CLAIMS OR DISPUTES 58
2.2.22 REMEDIES 58
2.2.23 TEMPORARY SUSPENSION OF WORK 58
2.2.24 TERMINATION 59
2.2.25 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL 59
2.2.26 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS 60
2.2.27 NON-DISCRIMINATION ASSURANCE-TITLE VI CIVIL RIGHTS ACT 60
2.2.28 EQUAL EMPLOYMENT OPPORTUNITY (EEO) 61
2.2.29 CONFLICT OF INTEREST 61
2.2.30 SUBSTANCE ABUSE PROGRAM 68
2.2.31 WAIVER 69
2.2.33 SEVERABILITY 69
2.2.34 NO THIRD PARTY BENEFICIARIES 69
2.2.35 APPLICABLE LAW 69
2.2.36 RIGHTS AND REMEDIES OF SOLTRANS 69
2.2.37 BINDING ON SUCCESSORS 69
2.2.38 ACCESS TO RECORDS AND REPORTS 69
2.2.39 ENTIRE AGREEMENT; MODIFICATION 70

2.1 DEFINITIONS

The following are definitions of special terms used in this document.

Authorized Signer: The person who is executing this Contract on behalf of the OFFEROR and who is authorized to bind the OFFEROR.

Best and Final Offer (BAFO): The last Offer made by an OFFEROR. If a BAFO is not specifically requested by the Procuring Agency, or if the OFFEROR does not timely respond to a request for BAFO, the most recent, current Offer is the BAFO.

Procuring Agency: An agency seeking services through a competitive, solicitation process. In this case, Solano County Transit (SOLTRANS) is the procuring agency.

Contract: The Offer and its acceptance by the Procuring Agency as manifested by the contract documents specified in "Contract Documents" (Section 2.2.2).

Project Manager: The person who is executing this Contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

CONTRACTOR: The successful OFFEROR who is awarded a Contract for providing all services described in the contract documents.

Due Date: The date and time by which Offers (proposals or bids) must be received by the Procuring Agency as specified in "Instructions to OFFERORS" (Section 1.1.3 of Procuring Agency's solicitation).

Offer: A promise, if accepted, to deliver services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

OFFEROR: A legal entity which makes an Offer or is making an offer (also defined as a bidder or proposer). OFFEROR is the term used to reference a firm or firms, submitting a proposal to the RFP, prior to the designation of a successful CONTRACTOR.

Request for Proposals (RFP): The document that is issued by the Procuring Agency for services that it desires to outsource to a Contractor for managing and delivering on its behalf. The RFP outlines the scope of work and requirements for OFFERORS.

Solicitation: Procuring Agency's Request for Proposals.

2.2 CONTRACT AND MODIFICATIONS

2.2.1 CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the OFFEROR whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said OFFEROR to commence performance under the Contract.

2.2.2 CONTRACT DOCUMENTS

The Contract consists of the following:

- Part 1 – Contractor's Offer (or Best and Final Offer, if requested) and Procuring Agency's Notice of Award
- Part 2 – General Contractual Provisions
- Part 3 – Fixed Route Requirements
- Part 4 – Paratransit Requirements
- Part 5 – General Public Dial-A-Ride Requirements
- Part 6 – Maintenance Requirements
- Addenda – As issued
- Offer including any modifications incorporated in Contractor's Best and Final Offer

2.2.3 MODIFICATIONS TO CONTRACT

SOLTRANS, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached thereto and made a part thereof. New provisions in excess of 20% of the Revenue Service Hours must be mutually agreeable to SOLTRANS and the CONTRACTOR. Contract Modifications must be authorized by the SOLTRANS Executive Director and must be completed as an Amendment to the Agreement.

SOLTRANS shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed. In addition, SOLTRANS may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the CONTRACTOR results therefrom, extra payment will be made by SOLTRANS in an amount equal to the extended rate specified in the contract or as may be otherwise agreed to by SOLTRANS and CONTRACTOR in advance of such extra work. Furthermore, should SOLTRANS require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, CONTRACTOR shall implement such changes within 30-calendar days from receipt of written notice to proceed by SOLTRANS Executive Director or his/her designee.

2.2.4 VERBAL AGREEMENT OR CONVERSATION

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

2.2.5 SCOPE OF SERVICES

This is an Agreement to provide transportation service. The CONTRACTOR agrees to provide these services to SOLTRANS in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of CONTRACTORs with special expertise in providing all bus operations, maintenance, management, courteous service, operating and supervisory staff, and to provide lubricants and other supplies and equipment as relate to operate the Transportation Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services shall consist of the services set forth in the Request for Proposals dated October 19, 2012 , attached hereto and incorporated herein as Exhibit A, as supplemented by CONTRACTOR's written proposal dated ____, attached hereto and incorporated herein as Exhibit B. [ADD ADDITIONAL EXHIBITS IF NECESSARY]

2.2.6 TERM OF AGREEMENT

The CONTRACTOR shall furnish SOLTRANS with all the materials, equipment, and services called for under this Agreement, and perform all other work, if any, described in the Exhibit A. The term of this Contract shall commence on the effective date noted in SOLTRANS' written Notice to Proceed and shall continue thereafter for a five-year period, unless terminated sooner pursuant to the Agreement. SOLTRANS reserves the right, at its sole discretion, to exercise two one-year option terms. If SOLTRANS determines to exercise the option term(s), SOLTRANS will give the CONTRACTOR at least 90 days written notice of its determination.

2.2.7 CONTRACTOR'S REPRESENTATIVE

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

2.2.8 COMPENSATION

As compensation for the faithful performance by the CONTRACTOR of each and every service called for under the base term of this Agreement, SOLTRANS shall pay the CONTRACTOR in accordance with this RFP at the rates set forth in the CONTRACTOR's Cost Proposal dated _____, 2012.

2.2.9 MANNER OF PAYMENT

The CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of

the work performed during the invoice period and the contract number. Specifically, CONTRACTOR shall present costs by function performed (i.e. Fixed Route, Paratransit, GP Dial-a-Ride, Maintenance) within the given month as based upon the agreed upon method by which SOLTRANS shall compensate CONTRACTOR.

SOLTRANS may require a third-party review, currently Solutions for Transit, of the proposed billable revenue hours prior to accepting the invoice/billing statement. SOLTRANS will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. SOLTRANS reserves the right to withhold payment to the CONTRACTOR if SOLTRANS determines that the quantity or quality of the work performed is unacceptable. SOLTRANS shall provide written notice to the CONTRACTOR within 10 business days of SOLTRANS' decision not to pay and the reasons for non-payment, as based on SOLTRANS assessment of CONTRACTOR'S performance against contract requirements.

One copy of each invoice should be submitted via mail or soft copy format (PDF) via email as follows:
E-Mail: philip@soltransride.com

Mail:
Solano County Transit (SolTrans)
ATTENTION: PHILIP KAMHI
311 Sacramento Street
Vallejo, CA 94590

Invoices, as well as any reports that are required by SOLTRANS to accompany the monthly invoice, shall be submitted to SOLTRANS by the 10th calendar day of each month for work performed by CONTRACTOR within the prior month.

2.2.10 NOTICES

All communications relating to the day-to-day activities of the provided services shall be exchanged between SOLTRANS' Executive Director or his/her designee and the CONTRACTOR's designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, and addressed as follows:

If to SOLTRANS: Executive Director: Mona Babauta
Solano County Transit (SolTrans)
311 Sacramento Street
Vallejo, CA 94590
Email: mona@soltransride.com

The address to which mailings may be made may be changed from time to time by notice e-mailed as described above. Any notice given by e-mail shall be deemed given on the day after that on which it is received.

2.2.11 OWNERSHIP OF WORK

All reports, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR shall be and are the property of

SOLTRANS. SOLTRANS shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to SOLTRANS. If any materials are lost, damaged, or destroyed before final delivery to SOLTRANS, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to SOLTRANS. The CONTRACTOR agrees to execute any additional documents which may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

2.2.12 CONFIDENTIALITY

Any SOLTRANS materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, sub-consultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of SOLTRANS' Executive Director or designee.

2.2.13 USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of SOLTRANS, except for service firms engaged in drawing, reprographics, typing, and printing. Any subcontractors/sub-consultants must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement.

2.2.14 CHANGES IN SERVICE

SOLTRANS shall reimburse CONTRACTOR for each Vehicle Revenue Hour (VRH) that is deployed as per the published fixed route timetables, or other previously specified hours for special events or other services. A VRH does not include initial travel time from CONTRACTOR's office, facility, or driver's break location to the first passenger's pick-up location. A VRH does not include travel time from the last passenger's drop-off location to CONTRACTOR's office, facilities or driver break destination. A VRH does not include vehicle pre-or post-trip inspections, vehicle maintenance time, driver unpaid break times, meal breaks, fueling, or probing/vaulting operations. SOLTRANS does not pay for deadhead hours.

If applicable, SOLTRANS shall reimburse CONTRACTOR for each completed trip under the complementary paratransit or General Public Dial-a-Ride Program. SOLTRANS shall not compensate CONTRACTOR for any cancelled trips, as permitted by SOLTRANS policy, or for any trips not completed due to CONTRACTOR failure.

SOLTRANS reserves the right to order an increase or decrease in the overall quantity of scheduled VRH(s) with thirty, (30) days written notice to CONTRACTOR. SOLTRANS reserves the right to reduce overall VRH(s) by up to **20%.** Such reduction shall not be considered a change in the Scope of Work under the CONTRACT.

SOLTRANS reserves the right to add additional VRH(s) by up to **20%.** Such addition shall not be considered a change in the Scope of Work under the contract.

Furthermore, should SOLTRANS require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, CONTRACTOR shall implement such changes within 30-calendar days from receipt of written notice to proceed by SOLTRANS Executive Director or his/her designee.

Any changes outside of the aforementioned range or limits may be provided by CONTRACTOR at a separately negotiated fee.

2.2.15 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless Owner Indemnities, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of non-revenue vehicles (excluding buses) and any automobiles registered to, owned by or used by CONTRACTOR in the provision of Transportation Services; 2) arising from CONTRACTOR's obligations to its employees under Workers' Compensation and any amendments or successor acts thereto; 3) in excess of the annual aggregate Liability Cap (referred to in Section H). 4) arising from CONTRACTOR's Excluded Conduct in those circumstances which would result in an exception to SOLTRANS' duty of indemnification on account of Excluded Conduct as specified in Section H; or 5) arising out of any release of hazardous materials in, on, about or adjacent to the CONTRACTOR's premises caused by an act or omission of the CONTRACTOR, its employees, CONTRACTOR's, agents, representatives, or invitees, occurring on or after the effective date of this Agreement. With respect to those matters referred to above, the CONTRACTOR shall also have the duty to defend as well as to indemnify and hold harmless SOLTRANS.

If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to Section 2.2.16 of this document.

2.2.16 INSURANCE

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by and any subcontractors, sub-consultants, suppliers, temporary workers, independent CONTRACTORS, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. The CONTRACTOR and all

Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than $15 million. To the extent that any Agent does not procure and maintain such insurance coverage, the CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from SOLTRANS. Prior to beginning work under this Agreement, CONTRACTOR shall provide SOLTRANS with satisfactory evidence of compliance with the insurance requirements of this Section.

2.2.16.1 CONTRACTOR'S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE

Workers' Compensation and Employer's Liability Insurance.
a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.

b. Employer's Liability coverage with minimum limits of **$15 million**.

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

- Waiver of Subrogation.

Commercial General Liability Insurance.
Commercial General Liability insurance for bodily injury and property damage coverage of at least **$15 million** per occurrence or claim and a general aggregate limit of at least **$15 million**. Such insurance shall cover all of CONTRACTOR's operations, other than Sol Trans's Transportation Services provided under this Agreement. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu).

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

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

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

- Additional Insured.
- Separation of Insureds Clause.

- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Business Automobile Liability Insurance.
Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **$15 million** per accident or loss.

a. This insurance shall include coverage for the following types of vehicles:

- All Owned Vehicles.
- Non-Owned Vehicles.
- Hired or Rental Vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Business Automobile Physical Damage Insurance.
Business Automobile Physical Damage insurance providing Comprehensive and Collision insurance. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Waiver of Subrogation

Property Insurance.
Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

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

- The CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of SOLTRANS, if any.

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

- Waiver of Subrogation

Employee Theft Insurance/Crime Insurance.
A Crime insurance policy covering CONTRACTOR's employees or outsiders for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply:

Employee Dishonesty $250,000
Client Property Blanket Bond $250,000
Computer Fraud $250,000
Inside or Outside Premises $ 50,000
Depositors Forgery $250,000

CONTRACTOR shall reimburse SOLTRANS for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.

In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming SOLTRANS as further detailed in the Endorsements Section below.

2.2.16.2 ENDORSEMENTS

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

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

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

4. Separation of Insureds.
The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of SOLTRANS as an Additional Insured shall not in any way affect SOLTRANS' rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect the CONTRACTOR and SOLTRANS in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

5. Client Property Blanket Bond, Third Party Bond or Joint Loss Payee Endorsement.
On the CONTRACTOR's Employee Theft Insurance/Crime Insurance policy, SOLTRANS shall be named as a Joint Loss Payee or the CONTRACTOR will provide a separate Client Property Blanket Bond or Third Party Crime coverage naming SOLTRANS.

2.2.16.3 EVIDENCE OF INSURANCE

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide SOLTRANS' Contracts and Procurement Department with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTOR's policy(ies) will not be cancelled without 30 days' prior written notice to SOLTRANS' Contracts and Procurement Department.

2.2.16.4 GENERAL PROVISIONS

1. Notice of Cancellation.
The policies shall provide that the CONTRACTOR's policies will not be cancelled without 30 days' prior written notice to SOLTRANS' Executive Director.

2. Acceptable Insurers.
All policies will be issued by insurers acceptable to SOLTRANS (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.
Upon evidence of financial capacity satisfactory to SOLTRANS and the CONTRACTOR's agreement to waive subrogation against SOLTRANS respecting any and all claims that may arise, the CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Deductibles and Retentions.
The CONTRACTOR shall be responsible for payment of any deductible or retention on the CONTRACTOR's policies without right of contribution from SOLTRANS. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that SOLTRANS seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

2.2.17 CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of SOLTRANS. The CONTRACTOR is and shall be an independent contractor and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

2.2.18 ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of SOLTRANS.

2.2.19 SOLTRANS WARRANTIES

SOLTRANS makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

2.2.20 SOLTRANS REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of SOLTRANS, SOLTRANS' Executive Director, or such person or persons as they shall designate in writing from time to time, shall represent and act for SOLTRANS.

2.2.21 CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to SOLTRANS of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is SOLTRANS' intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by SOLTRANS, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given SOLTRANS due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by SOLTRANS, such notice shall be given to SOLTRANS prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by SOLTRANS, and shall be governed by all applicable provisions of the Agreement. The CONTRACTOR shall maintain cost records of all work that is the basis of any dispute. If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

2.2.22 REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, SOLTRANS reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

2.2.23 TEMPORARY SUSPENSION OF WORK

SOLTRANS, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as SOLTRANS may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of SOLTRANS to suspend the work wholly or in part. The

suspended work shall be resumed when the CONTRACTOR is provided with written direction from SOLTRANS to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by SOLTRANS.

In the event of a suspension of the work, the CONTRACTOR shall not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which SOLTRANS has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

2.2.24 TERMINATION

SOLTRANS shall have the right to terminate this Agreement at any time for cause or convenience by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by CONTRACTOR, SOLTRANS shall pay to the CONTRACTOR in accordance with the provisions of Sections 5 and 6 of this Agreement all sums actually due and owing from SOLTRANS for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such suspension or termination. If the Agreement is terminated for breach or default, SOLTRANS shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. SOLTRANS shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

2.2.25 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL

The CONTRACTOR shall provide SOLTRANS with a series of Performance Bonds. Pursuant to the RFP, the CONTRACTOR shall maintain a valid Performance Bond in a form satisfactory to SOLTRANS, and in an amount equal to the value of one (1) year of operations as proposed in the final year of operations in the executed contract**,** throughout the entire term of this Agreement, including option years if exercised, guaranteeing CONTRACTOR's full performance under this Agreement. The CONTRACTOR shall file a renewed Performance Bond with SOLTRANS a minimum of 120 days prior to any expiration date indicated on an existing Performance Bond. The Performance Bond then in place shall terminate automatically upon provision of a replacement Performance Bond. At no time during the term of the Agreement, including any option terms that may be exercised, will there be any gap in coverage of a valid Performance Bond. Failure to provide continuous coverage of a Performance Bond will constitute a material breach. If no replacement Performance Bond is provided as required, the existing Performance Bond shall continue in effect for its full term, but CONTRACTOR may be deemed in material breach of the contract if CONTRACTOR fails to provide a replacement bond in the manner described above.

2.2.26 ACCESS TO RECORDS

Contractor agrees to provide SOLTRANS, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

2.2.27 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor/sub-consultant costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors/sub-consultants shall permit SOLTRANS, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. The CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of six (6) years after expiration or termination of the Agreement.

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

2.2.28 NON-DISCRIMINATION ASSURANCE-TITLE VI CIVIL RIGHTS ACT

The CONTRACTOR shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq*., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49

C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and sub-consultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SOLTRANS deems appropriate.

2.2.29 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.2.30 OTHER FEDERAL COMPLIANCE REQUIREMENTS (FEDERAL CLAUSES)

Federal Changes - OFFEROR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SOLTRANS and FTA, as they may be amended or promulgated from time to time during the term of this contract. OFFEROR'S failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government - SOLTRANS and OFFEROR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SOLTRANS, OFFEROR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, OFFEROR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, OFFEROR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. OFFEROR agrees to include this requirement in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Incorporation of Federal Transit Administration (FTA) Terms

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

Disadvantaged Business Enterprises

This RFP and eventual 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%. SOLTRANS' overall goal for DBE participation is 2.05 %. A separate contract goal has not been established for this procurement.

OFFEROR 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 DOT-assisted contract. Failure by the OFFEROR to carry out these requirements is a material breach, which may result in contract termination or such other remedy as SOLTRANS deems appropriate. Each subcontract OFFEROR signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful OFFEROR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

OFFEROR will be required to pay its subcontractors performing work related to this RFP for satisfactory performance of that work no later than 30 days after OFFEROR'S receipt of payment for

that work from SOLTRANS. In addition, OFFEROR is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by SOLTRANS and OFFEROR'S receipt of the partial retainage payment related to the subcontractor's work.

OFFEROR must promptly notify SOLTRANS, whenever a listed subcontractor performing work related to this contract is terminated or fails to complete its work. OFFEROR may not terminate any listed subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SOLTRANS.

Suspension and Debarment

This RFP and eventual contract is a covered transaction for purposes of 49 CFR Part 29. As such, OFFEROR is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

OFFEROR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by SOLTRANS. If it is later determined that OFFEROR knowingly rendered an erroneous certification, in addition to remedies available to SOLTRANS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The OFFEROR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The OFFEROR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.] - OFFERORS 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 SolTrans.

Clean Air

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

Clean Water

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

Contract Work Hours and Safety Standards

(1) Overtime requirements – Neither the OFFEROR/ successful contractor or its subcontractor(s) contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall not 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 the 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 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 - SOLTRANS 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The successful Contractor or its subcontractor(s) 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.

Charter Service Operations

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

School Bus Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Federal Privacy Act Requirements

The following requirements apply to the OFFEROR/ successful 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, OFFEROR agrees to obtain the express consent of the Federal Government before OFFEROR or its employees operate a system of records on behalf of the Federal Government. OFFEROR 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. OFFEROR 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.

Recovered Materials

OFFEROR 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.

Safe Operation of Motor Vehicles

OFFEROR agrees as follows:

A. Seat Belt Use - In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, OFFEROR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles.

B. Distracted Driving, Including Text Messaging While Driving - In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, OFFEROR is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this section Provision:

a. “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

b. “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or

electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. OFFEROR is encouraged to:
Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
a. Contractor-owned or Contractor-rented vehicles or Government owned, leased or rented vehicles;
b. Privately-owned vehicles when on official contract related business or when performing any work for or on behalf of SolTrans; or
c. Any vehicle, on or off duty, and using an employer supplied electronic device.

Energy Conservation

OFFEROR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.2.31 CONFLICT OF INTEREST

Conflict of Interest terms will be in force throughout the term of this Agreement. More specifically, the following shall apply:

A. General

Depending on the nature of the work performed, a CONTRACTOR of SOLTRANS may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and (for Federally-funded Agreements) California law that govern SOLTRANS' employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

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

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under SOLTRANS' Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by SOLTRANS.

No person previously in the position of Director, Officer, employee or agent of SOLTRANS during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before SOLTRANS, or any Officer or employee of SOLTRANS, for a period of one (1) year after leaving office or employment with SOLTRANS if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to SOLTRANS; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subcontractor or independent CONTRACTOR on any work related to this Agreement if the subcontractor or independent CONTRACTOR, or any employee of the subcontractor or independent CONTRACTOR, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately shall provide SOLTRANS with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by SOLTRANS, SOLTRANS will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. SOLTRANS' determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONTRACTOR must maintain lists of its employees, and the subcontractors and independent CONTRACTORs used and their employees. CONTRACTOR must provide this information to SOLTRANS upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. CONTRACTOR shall retain this record for five (5) years after SOLTRANS makes final payment under this Agreement. Such lists may be published as part of future SOLTRANS solicitations.

CONTRACTOR shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONTRACTOR shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by SOLTRANS in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

C. **Ethics in Public Contracting**

Each OFFEROR, by submitting a Proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a Proposal, the OFFEROR certifies that its Proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other OFFEROR in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of

more than nominal value. The OFFEROR further certifies that no relationship exists between itself and the procuring agency or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the procuring agency.

Prior to the award of any contract, the potential CONTRACTOR may be required to certify in writing that no relationship exists between the CONTRACTOR and any SOLTRANS employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with SOLTRANS.

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that an OFFEROR has interest in more than one Proposal for the work solicited may result in rejection of all Proposals in which the OFFEROR is believed to have an interest.

2.2.32 SUBSTANCE ABUSE PROGRAM

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

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

The CONTRACTOR must notify SOLTRANS' Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test. Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

CONTRACTOR must fully cooperate with SOLTRANS in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that SOLTRANS requires of CONTRACTOR. CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to SOLTRANS.

CONTRACTOR agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of CONTRACTOR's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit

any other documentation relevant to the substance abuse testing requirements as required by SOLTRANS, may result in the Agreement being terminated for default.

2.2.33 WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

2.2.34 SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

2.2.35 NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

2.2.36 APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of SOLTRANS.

2.2.37 RIGHTS AND REMEDIES OF SOLTRANS

The rights and remedies of SOLTRANS provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

2.2.38 BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

2.2.39 ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325, 18 C.F.R. 18.36 (i), 49 C.F.R. 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever as reasonably needed.

3. The CONTRACTOR agrees to allow regular access to any and all data collected in the performance of this agreement, including performance tracking software, vehicle maintenance software, dispatching software, etc.

2.2.40 ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and SOLTRANS. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date. (**SOLTRANS' CONTRACTOR: See footnote below.)**

_____	_____
SOLANO COUNTY TRANSIT	CONTRACTOR:
_____	_____
PRINTED NAME	PRINTED NAME
TITLE: _____	TITLE: _____

Note: If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

(1) the President, Vice President or Chair of the Board, *and*

(2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to SOLTRANS is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

3 FIXED ROUTE REQUIREMENTS

FIXED ROUTE REQUIREMENTS TABLE OF CONTENTS

3 FIXED ROUTE REQUIREMENTS 71
3.1 BASIC PROVISIONS 73
3.1.1 OPERATION FUNCTIONS 73
3.1.2 EMPLOYEE PERFORMANCE 73
3.1.3 SERVICE RELIABILITY 73
3.1.4 FARE COLLECTION 74
3.1.5 USE OF BUSES AND EQUIPMENT 74
3.1.6 OPERATORS 75
3.1.7 MINIMUM QUALIFICATIONS 75
3.1.8 DRUG AND ALCOHOL PROGRAM 76
3.1.9 OPERATOR APPEARANCE 76
3.1.10 ROAD SUPERVISION 76
3.1.11 TRAINERS 76
3.1.12 INITIAL OPERATOR TRAINING 77
3.1.13 REFRESHER OPERATOR TRAINING 77
3.1.14 SPECIAL RETRAINING 77
3.2 DESCRIPTION OF SERVICES 78
3.2.1 LIST OF ROUTES 78
3.2.2 SERVICE REQUIREMENTS 78
3.2.2.1 Service Hours and Days: 79
3.2.2.2 Revenue SERVICE hours 79
3.3 FACILITY AVAILABILITY 79
3.4 LIST OF VEHICLES 79
3.5 DISPATCH REQUIREMENTS 80
3.5.1 DISPATCH LOG 81
3.5.2 TRAPEZE BLOCKBUSTER 81
3.5.3 COMMUNICATIONS & SCHEDULING PERSONEL 81
3.6 CUSTOMER SERVICE REQUIREMENTS 81
3.6.1 PUBLIC INFORMATION/PROMOTION REQUIREMENTS 81
3.6.1.1 SCHEDULES 81
3.6.1.2 ON-BOARD DISTRIBUTION/COLLECTION OF INFORMATION 82
3.6.1.3 MEDIA CONTACT 82
3.6.1.4 MEETING ATTENDANCE 82
3.6.1.5 LOST AND FOUND 82
3.6.1.6 EMERGENCY CONTACT 82
3.6.1.7 PASSENGER COMPLAINTS 82
3.6.2 CUSTOMER SERVICE 83
3.7 TICKET SALES 84
3.8 REPORTING REQUIREMENTS 84
3.8.1 THE REPORTING SOLUTION 84
3.8.2 NATIONAL TRANSIT DATABASE REPORTING 85
3.9 LIQUIDATED DAMAGES 86

3.1 BASIC PROVISIONS

3.1.1 OPERATION FUNCTIONS

CONTRACTOR shall provide Transit Operations Management at a level and capability to oversee its functions and employees. CONTRACTOR shall be responsible for safe and reliable bus service including supervision of daily activities of all drivers, dispatchers, and other personnel necessary to support system operations. OFFEROR shall develop, implement, and maintain formal procedures to be used for system monitoring and road supervisory functions.

OFFEROR shall develop an "Employee Bonus Fund" to finance programs, activities or projects for promoting employee satisfaction throughout the organization, which SOLTRANS believes will influence the delivery of good customer service for our riding public. Essentially, bonuses would be deposited in the Fund when the OFFEROR, through the work performed by its employees, achieves certain performance standards contained under the Liquidated Damages sections of this RFP. (If multiple services under this RFP are provided by a single CONTRACTOR, the Employee Bonus Funds shall be combined.)

The OFFEROR may also be required to establish a Wellness Program that will be funded with a "Wellness Fund". See Section 1.1.3.4.5 of this RFP for specific requirements.

OFFEROR will be expected to form employee-based committees, which will also include a SOLTRANS representative, to determine how funds in both the "Employee Bonus Fund" and the "Wellness Fund" will be invested in programs, activities or projects that promote employee satisfaction and wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service representatives, management, etc.). SOLTRANS reserves the right to make final decision regarding use of funds to ensure alignment with agency's goals and objectives.

3.1.2 EMPLOYEE PERFORMANCE

OFFEROR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional acceptable manner. This shall include the regular practice of ride checks and viewing video to monitor operator performance.

Upon written demand of SOLTRANS, the OFFEROR shall immediately remove ANY employees whom SOLTRANS considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within 24 hours.

3.1.3 SERVICE RELIABILITY

OFFEROR shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and department times. On-time performance will be closely monitored by SOLTRANS and will be computed on a monthly basis by the OFFEROR. SOLTRANS shall not be obligated to pay OFFEROR for trips not run. Liquidated damages may be assessed by SOLTRANS for trips missed and other areas of non-performance in accordance with the provisions included in this document. Any additional service, beyond scheduled, must be preapproved by the SOLTRANS Executive Director.

3.1.4 FARE COLLECTION

OFFEROR shall collect fares from all persons riding services provided under this agreement in accordance with the fare structure established by SOLTRANS. SOLTRANS reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the OFFEROR in writing at least ten (10) days in advance of their taking effect. OFFEROR shall not deny access to any person paying a valid fare without specific permission by SOLTRANS. OFFEROR shall honor valid SOLTRANS employee and dependent passes. OFFEROR will not issue free passes or any other passes without prior approval of SOLTRANS.

All fares collected by OFFEROR shall be collected in fareboxes provided or approved by SOLTRANS. OFFEROR shall be responsible for probing each farebox daily, as well as depositing the contents of each cash box into the revenue collection receiver. OFFEROR will also be responsible for the counting, processing, and depositing of revenues on behalf of SOLTRANS during the course of the contract period; although, SOLTRANS shall endeavor to meet this requirement on its own via a third party contract. The location for counting and processing the fares must be in a secure environment. OFFEROR shall ensure the appropriate security systems and procedures are in place to safeguard the fares and fare collection process. Security systems shall include video monitoring and taping of probing (equipment and supporting IT infrastructure to be provided by SOLTRANS), the transfer of the farebox cash vault to the receiver, the potential counting of money, as well as all other areas that may pose an opportunity for theft. SOLTRANS shall have the right to accept, reject, or require changes to the security systems or procedures outlined by OFFEROR. (Note: Penalties may be assessed for fare discrepancies.)

SOLTRANS reserves the right to observe, count, or perform other audit tests that SOLTRANS considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

If at some point during the contract period, SOLTRANS elects to count, process, and deposit the revenues themselves or contract with a financial institution to do so, OFFEROR shall provide a monthly credit for the elimination of this task. The credit that would be provided to SOLTRANS must be specified on the pricing schedule (Section 1.1.6.7). OFFEROR shall make revenue collection receiver available to SOLTRANS or other contractor/agent of SOLTRANS, upon request.

3.1.5 USE OF BUSES AND EQUIPMENT

OFFEROR understands that vehicles and equipment provided by SOLTRANS under this agreement shall be used only to provide services included under this contract.

The OFFEROR'S right to use the buses and equipment is merely a license that is terminable at will by SOLTRANS with reasonable notice, and such vehicles may not be transferred or assigned by the OFFEROR.

Operation of vehicles utilized by OFFEROR in the performance of this agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

OFFEROR agrees that any equipment and/or technology purchased by SOLTRANS through this RFP immediately become the property of SOLTRANS. SOLTRANS will also retain the right to dictate the location of any equipment placed on SOLTRANS vehicles and/or facilities, and SOLTRANS equipment shall have priority consideration with regards to its placement. No modifications to SOLTRANS

vehicles, equipment or facilities will be permitted without prior written approval from the SOLTRANS Executive Director or his/her designee.

SOLTRANS requires that any vehicles in the designated Contingency Fleet remain there unless otherwise directed by SOLTRANS. OFFEROR must obtain prior written approval by the SOLTRANS Executive Director or his/her designee before any vehicle in the Contingency Fleet may be used in service.

SOLTRANS also reserves the right to dictate what vehicle type may be used on a specific service (local fixed route/commuter express bus service/paratransit/GP Dial-a-Ride) or route. Furthermore, SOLTRANS reserves the right to dictate to OFFEROR how many vehicles may be used for revenue service and/or on a SolTrans route, and any additional vehicles beyond the permitted number for any service must be approved by SOLTRANS in writing prior to their use.

3.1.6 OPERATORS

OFFEROR shall be entirely responsible for the employment and supervision of operators necessary to perform system operations functions. Such responsibilities shall include, although not necessarily limited to:

- Operator recruitment
- Screening
- Selection
- Training
- Supervision
- Proper licensing
- Employee relations
- Evaluation
- Discipline
- Retraining
- Termination

3.1.7 MINIMUM QUALIFICATIONS

As a part of operator recruitment, operator must:

- be at least 21 years of age
- have a minimum of three (3) years licensed driving experience
- have no more than three (3) moving violations or accidents within the immediately preceding three-year period
- have no convictions for misdemeanor or felony driving under the influence (DUI) or no failures to appear
- have never been convicted of a violent crime, or a crime of moral turpitude
- be a United States citizen
- OFFEROR shall procure background checks before hiring any operator. The contents and source of the background check shall be approved in advance by SOLTRANS.
- Each operator must hold, and at all times maintain, the proper valid licenses and certifications required by the DMV, CHP, State and Federal regulating agencies to operate a transit vehicle in revenue or non-revenue service. Licenses and certifications shall include, but not be limited to the following: a valid Class B-P (endorsed for air brakes and passenger transport) driver's license issued by the State of California, a DMV Medical Examiner's Certificate, and VTT. OFFEROR shall screen the California Division of Motor Vehicle Record (DMV Record) of each prospective operator.
- OFFEROR shall review the criminal history of each application for the position of operator and shall reject any applicant with any felony conviction. Exceptions may be submitted in

writing to SOLTRANS for approval. Criminal history check must include all places of residence noted on the application.

- All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports, run sheets, and any other document or report requested.

3.1.8 DRUG AND ALCOHOL PROGRAM

OFFEROR shall comply with all applicable Federal and State laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The OFFEROR shall be required to furnish a Drug Screening Program. OFFEROR shall pay for all drug screens for OFFEROR'S operators.

3.1.9 OPERATOR APPEARANCE

Prior to the first day of service, OFFEROR shall set up a committee consisting of a SOLTRANS representative, operators, and contractor management. This committee shall develop a uniform standard. Operator shall wear a shoulder patch on right shoulder identifying SOLTRANS. Under this patch a 'runner' provided by the OFFEROR shall be worn to identify the operator as an employee of the OFFEROR. This 'runner' patch must be approved by SOLTRANS. OFFEROR shall provide an identification badge for each employee. Badges shall be worn at all times employees are performing any work provided under this contract.

SOLTRANS reserves the right to change its operator uniform. The OFFEROR shall be advised of any changes at least 60 days before implementation.

3.1.10 ROAD SUPERVISION

The OFFEROR shall have road supervisors in the field, covering the OFFEROR'S services at all times that there is a revenue vehicle in operation. At a minimum, OFFEROR shall have one (1) Road Supervisor for every twenty-five (25) operators on the road at any one time. Road Supervisors shall be in numbers sufficient to respond to any incident/accident within a maximum of 20 minutes of the call during revenue operating hours.

Road supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, maintenance and lift problems, fare issues, farebox problems, accident investigation, assistance in disputes/incidents, determining and working with detours for the OFFEROR'S routes. Road Supervisors must be available to transport passengers in the event of a breakdown, etc.

OFFEROR shall provide Road Supervisors with a separate, independent radio communications system. Cell phones are permissible.

3.1.11 TRAINERS

All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:

- Must have at least three years of experience as an instructor.

- Must possess a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and VTT.

All new trainers must be observed instructing and be approved by SOLTRANS before being used as an instructor.

3.1.12 INITIAL OPERATOR TRAINING

Initial Operator training shall include "Verified Transit Training" (VTT) with a minimum of forty (40) hours of classroom, which includes the following topics:

- Pre-trip inspection
- Map reading
- Schedule reading
- Farebox, including logging on, fares, transfers, passes, etc.
- Recording NTD information including Bus Number, Route, Run, Trip, Service and Revenue Odometer Readings. Recording any SOLTRANS reporting requirements
- On-time performance procedures
- Detour sheets
- Bike rack usage
- Emergency accident and incident procedures and reports
- Defensive driving
- Layover and relief procedures
- Passenger relations, including dealing with the problem passenger
- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training
- Bloodborne Pathogens Exposure Control Plan

A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

3.1.13 REFRESHER OPERATOR TRAINING

On an annual basis, OFFEROR shall conduct an eight (8) hour refresher training course for its operators as required by the DMV in order to maintain VTT. This refresher course will include farebox retraining.

3.1.14 SPECIAL RETRAINING

OFFEROR shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Special retraining shall be made available for operators who may require it due to a change in bid selection or extended leave of absence. Operators who fail to maintain an unclassified revenue rate of less than 7% shall be retrained on the farebox operations. Operators who are unable or unwilling to maintain an unclassified revenue rate of less than 8% for three consecutive months following the retraining will be replaced.

3.2 DESCRIPTION OF SERVICES

SOLTRANS generally operates a timed-transfer system of nine regular and various "Limited Service Routes" on headways that typically vary between 30 to 60 minutes throughout the day, and, at times, on 15-minute headways during peak hours. SOLTRANS operates Monday through Friday, and provides limited service on Saturday and, especially, on Sunday. The system also provides commuter express bus service between Vallejo, Fairfield and BART stations in Walnut Creek and El Cerrito, which operate on 15-30 minute headways. (Note: only bus service provided to the El Cerrito Del Norte BART station currently operates every fifteen (15) minutes during peak hours, and less often during non-peak.) SOLTRANS further provides bus service on behalf of the Water Emergency Transportation Authority (WETA), which is the Route 200, as well as additional back-up bus services for WETA. (Please see the current bus schedules on the website (www.soltransride.com) for more information on SOLTRANS' services and schedules.)

3.2.1 LIST OF ROUTES

Local SolTrans Routes

- Route 1 North West Vallejo / Vallejo Transit Center
- Route 2 North East Vallejo / Vallejo Transit Center
- Route 3 Glen Cove / South Vallejo / Beverly Hills / Vallejo Transit Center
- Route 4 Tuolumne Street / Vallejo Transit Center
- Route 5 Discovery Kingdom / Vallejo Transit Center
- Route 6 Vallejo Transit Center / Benicia Road / Ascot Parkway / Tennessee St.
- Route 7 Target Shopping Center / Springs Road / Vallejo Transit Center
- Route 12 & 14 Solano Middle School / Jesse Bethel
- Route 15 & 17 Benicia Middle School / Benicia High School / Mary Farmar Elementary

Multi-zone "Solano Express" Routes

- Route 76 Vallejo / Benicia / Diablo Valley College
- Route 78 Vallejo / Benicia / Walnut Creek Bart
- Route 80 Vallejo / El Cerrito Del Norte Bart (Monday-Saturday only)
- Route 80S Vallejo / Benicia / Walnut Creek Bart (Sundays only)
- Route 85 Vallejo Transit Center / Fairfield

3.2.2 SERVICE REQUIREMENTS

SOLTRANS' fixed route system focuses on the central area of the City of Vallejo with routes into some areas of the county, and to the neighboring community of Fairfield. In addition, the service provides connection to the BART service through connections to the El Cerrito Del Norte BART station. A System Map for SOLTRANS' fixed route system, as well as service schedules, may be found online at www.soltransride.com/. OFFEROR shall be responsible for ensuring that connections to neighboring services are met. OFFEROR shall be further responsible for ensuring that the revenue

service it operates is per the published schedule in print and on the website; any deviations from the published schedule must be approved by SOLTRANS in writing.

3.2.2.1 SERVICE HOURS AND DAYS:

Depending on the specific route, service is generally available between the hours of 4:30 a.m. to 11:30 p.m., Monday through Friday, 5:30 a.m. through 11:00 p.m. on Saturday, and Sundays 7:30 a.m. to 9:15 p.m. Only limited service between the Ferry and Marine World is operated on Sundays and the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. The OFFEROR is also expected to be prepared to provide additional backup bus service to the Water Emergency Transportation Authority (WETA) for service between Vallejo's Ferry Terminal and the Ferry Building in San Francisco, as needed; this would be service beyond the regularly scheduled Route 200.

3.2.2.2 REVENUE SERVICE HOURS

In an effort to reduce the costs associated with supplying the services necessary for the citizens of Solano County, SOLTRANS reduced its revenue service hours by 10% in July of 2012. SOLTRANS currently operates 287.52 revenue service hours each weekday (Monday-Friday), 150.06 revenue service hours each Saturday, and 50.65 revenue service hours each Sunday. Annually, SOLTRANS anticipates that it will provide 91,170 revenue service hours and 96,872 total hours (revenue + deadhead) for Fiscal Year (FY) 2012-2013.

3.3 FACILITY AVAILABILITY

SOLTRANS shall provide the Operations and Maintenance base for the transit service. The facility is located at 1850 Broadway, Vallejo, CA, 94590. OFFEROR shall be responsible for all aspects of maintenance and upkeep of the provided facility with the exception of major repairs on major structures and systems such as the roof, the HVAC system, etc. The telephone system and the basic Information Technology (IT) infrastructure (i.e. servers, switches and routers) shall be provided by SOLTRANS. SOLTRANS shall be responsible for the internet connection coming into the facility. Should multiple OFFERORS be awarded the services included in this RFP, the OFFERORS shall share the facility and associated operating and maintenance costs. OFFEROR shall be responsible for utility bills, including the monthly telephone bill.

The 5 acre facility consists of:

- vehicle parking and staging areas
- vehicle maintenance area
- vehicle fueling pad
- farebox vaulting and probing
- administrative offices
- training area
- driver staging area
- dispatching and customer service center

3.4 LIST OF VEHICLES

SOLTRANS is currently re-evaluating the Fixed Route spare ratio considering the most recent service cuts. Some of these vehicles will be retired prior to the implementation date of this RFP. It is SOLTRANS' intention to have a spare ratio of 20%. A Contingency Fleet and a Contingency Plan have been developed, which may allow for additional vehicles should an OFFEROR present a proposal that allows for service expansion.

UNIT#	YEAR	MAKE	MODEL	PASS	ADA	FUEL
BL07	2003	MCI	D4500	45	1	Diesel
BL08	2003	MCI	D4500	45	1	Diesel
BL09	2003	MCI	D4500	45	1	Diesel
BL10	2003	MCI	D4500	45	1	Diesel
BL12	2003	MCI	D4500	45	1	Diesel
BL13	2003	MCI	D4500	45	1	Diesel
BL16	2003	MCI	D4500	45	1	Diesel
BL18	2003	MCI	D4500	45	1	Diesel
BL21	2003	MCI	D4500	45	1	Diesel
BL22	2003	MCI	D4500	45	1	Diesel
BL25	2003	MCI	D4500	45	1	Diesel
BL26	2003	MCI	D4500	45	1	Diesel
BL29	2003	MCI	D4500	45	1	Diesel
BL32	2003	MCI	D4500	45	1	Diesel
BL35	2003	MCI	D4500	45	1	Diesel
3901	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3902	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3903	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3904	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3905	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3906	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3907	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3908	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3909	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3910	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3911	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3912	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3913	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3914	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3915	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3916	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3917	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3918	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3919	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3920	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3921	2011	Gillig	Hybrid Low Floor	39	2	Diesel

3.5 DISPATCH REQUIREMENTS

The OFFEROR shall have a Dispatcher on duty during all revenue service hours. At a minimum, OFFEROR shall have two (2) Dispatchers for every shift. Dispatchers are responsible for OFFEROR coordination and communications with the operators.

3.5.1 DISPATCH LOG

The dispatchers will be required to keep a daily dispatch log, which shall include, but not be limited to:

- Bus assignment
- Operator assignment
- Pull-out and Pull-in
- Late and missed trips
- Road calls
- Incidents and Accidents will immediately input into The Reporting Solution
- All other incidents or dispatch calls that vary from normal or expected system operation

3.5.2 TRAPEZE BLOCKBUSTER

SOLTRANS will provide a Trapeze BlockBuster system for use by the OFFEROR in developing runcuts for the Fixed Route services. OFFEROR shall be responsible at their cost for obtaining the appropriate training for the use of the BlockBuster software.

3.5.3 COMMUNICATIONS & SCHEDULING PERSONEL

Dispatchers must be able to communicate service-related information effectively in English. Bi-lingual English/Spanish personnel shall be available during all hours of operation.

Dispatchers shall communicate to the operators via radio. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated. In that case, the priority request shall take precedence over the other requests. In addition, operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

OFFEROR shall ensure that all dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work.

OFFERORS shall include a plan describing staffing levels, initial and on-going Dispatcher training, and an on-going evaluation process.

3.6 CUSTOMER SERVICE REQUIREMENTS

3.6.1 PUBLIC INFORMATION/PROMOTION REQUIREMENTS

3.6.1.1 SCHEDULES

SOLTRANS will print and provide schedules for routes served by OFFEROR. Updated schedules will be provided in advance of a schedule change and must be placed in vehicles on the appropriate routes at least two (2) days prior to the changes going into effect. OFFEROR shall dispose of all outdated schedules. OFFEROR shall maintain an inventory of current schedules, and call SOLTRANS when there is a need for additional schedules prior to depletion of their supply.

3.6.1.2 ON-BOARD DISTRIBUTION/COLLECTION OF INFORMATION

SOLTRANS will periodically require that the driver distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. SOLTRANS will provide specific instruction with the materials to be distributed and/or collected.

SOLTRANS shall notify the OFFEROR of any promotion SOLTRANS is conducting on a route. All Free Ride/Discount Coupons associated with the promotion shall be honored by the OFFEROR. Samples of the associated promotional coupons will be provided to familiarize operators with them. The operator shall have the responsibility to verify that the Free Ride/Discount Coupon presented is valid and has not expired. Instructions will be provided for the counting of riders using the Free Ride/Discount Coupons. Since operators will be asked about SOLTRANS activities, the information and related coupons shall be posted in a prominent location and/or circulated among the operators. OFFEROR will be further required to remove any outdated postings of any information or promotional materials on buses and/or bus facilities, unless otherwise directed by SOLTRANS.

3.6.1.3 MEDIA CONTACT

News media inquiries regarding bus service shall be forwarded to SOLTRANS for handling and replies. OFFEROR shall, however, designate an individual who is authorized to speak on behalf of the OFFEROR should such a resource or reference be needed, as determined by SOLTRANS.

3.6.1.4 MEETING ATTENDANCE

There will be times when the services operated by the OFFEROR are the topic of discussion at public meetings (e.g. Access Advisory Committee, SOLTRANS Board Meetings, etc.) OFFEROR management staff shall be required to attend such meetings. Whenever possible, SOLTRANS will notify the OFFEROR in advance of particular concerns that might be raised. Should comments be directed to OFFEROR operational issues, the OFFEROR shall submit to SOLTRANS within seven (7) days a plan to address the issues discussed.

3.6.1.5 LOST AND FOUND

OFFEROR shall tag lost articles with the day, route number, description of the article, and driver's name. Articles shall be delivered to SOLTRANS' 1850 Broadway Facility by 11:00 a.m. Monday through Friday for articles lost on the previous day. OFFEROR shall maintain the items found for a period of 60 days prior to discarding found items.

3.6.1.6 EMERGENCY CONTACT

OFFEROR shall provide a list of 24-hour emergency numbers and a contact(s) to be used by SOLTRANS for responding to emergency situations as necessary.

3.6.1.7 PASSENGER COMPLAINTS

Passenger and other complaints on service operation are an adverse reflection on both the OFFEROR and SOLTRANS. It is in the best interest of both parties under this Contract to minimize complaints against transportation services. All customer comment calls will be redirected to SOLTRANS.

3.6.1.7.1 Definition of a Complaint

A complaint is defined as any written or verbal communication provided to OFFEROR, which adversely reflect on SOLTRANS' operation of services as provided by the OFFEROR, or which relates any incident involving an OFFEROR-operated vehicle and/or operator. Complaints received by telephone, written correspondence, e-mail, fax, etc. will be redirected to SOLTRANS.

3.6.1.7.2 Investigation and Response

Every complaint, concern, suggestion, or commendation concerning personnel and service provided to or received by SOLTRANS must be investigated and a response developed. Any complaints that concern bus safety issues, driver behavior, including rudeness, discourtesy, etc., that may result in disciplinary action must be thoroughly investigated with appropriate action taken and documented.
All complaints must be investigated and responded to within 72 hours of receipt.
Any complaints, suggestions, or commendations received by SOLTRANS will be immediately input into The Reporting Solution.

3.6.2 CUSTOMER SERVICE

OFFEROR shall staff telephone lines dedicated to service requests. OFFEROR shall add Customer Service personnel or require re-training, if SOLTRANS determines that an unacceptable pattern or practice is established of service request callers being placed on "hold," because insufficient personnel is available to answer telephones or handle Customer Service duties. OFFEROR must state in proposal the level of staffing.

OFFEROR'S employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If SOLTRANS determines that a pattern of indefensible customer service relations complaints is established, OFFEROR shall upgrade its customer relations training program to SOLTRANS' satisfaction and retrain its personnel as necessary to reduce complaints.

Additionally, OFFEROR shall provide, for SOLTRANS comment and approval, **customer service standards** that OFFEROR expects their employees to uphold while on duty and when providing customer service. OFFEROR shall further describe how employees will be trained and held to these standards during the course of employment.

During the course of providing customer service, OFFEROR may be responsible for mailing out eligibility applications for ADA Paratransit service as requested or providing them at customer service counters. Any completed applications received by OFFEROR shall be returned to SOLTRANS for processing.

OFFEROR may also be required to mail applications (and provide them at customer service windows) for the Regional Transit Discount Card (RTDC). More information on the RTDC may be found here: http://transit.511.org/disabled/rtdc.aspx. SOLTRANS may also require OFFEROR to assist patrons with completing this application at the customer service counters at 1850 Broadway and/or at 311 Sacramento Street, as well as take any required pictures for completing the application.

3.7 TICKET SALES

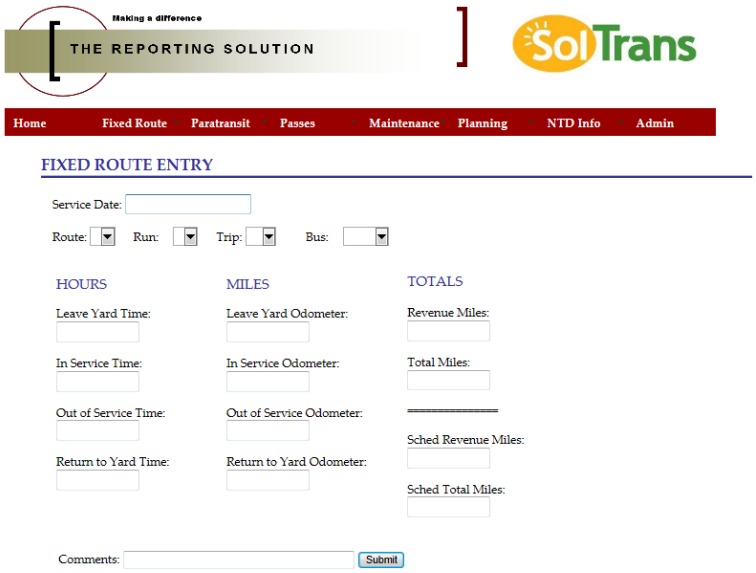
OFFEROR shall be responsible for staffing the ticket counters at the Vallejo Ferry Terminal, the Vallejo Transit Center, and at 1850 Broadway between the hours of 5:00 AM and 5:00 PM Monday through Friday and 6:30 AM to 5:00 PM on Saturday and Sunday. The last and first day of each month the ticket counter is open until 7:30 PM. In addition, the ticket counter remains open until 5:30 PM to accommodate increased ridership on San Francisco Giants game days. This occurs approximately nine times during the summer months.

3.8 REPORTING REQUIREMENTS

3.8.1 THE REPORTING SOLUTION

All data furnished by the OFFEROR must reside in SOLTRANS' Data Management System, The Reporting Solution, provided by Solutions for Transit, unless otherwise specified by SOLTRANS. OFFEROR must maintain access and information in The Reporting Solution, which provides the basis for OFFEROR invoicing. The Reporting Solution is a customized Web-based service package developed by Solutions for Transit, which monitors the OFFEROR'S performance and adherence to the Transit Services Agreement. Information is directly input into The Reporting Solution user-friendly entry screens or imported from ASCII-compatible formatted files. The Reporting Solution consolidates and integrates data from multiple system databases and sources in one location for easy access. Data is configured to be consistent with National Transit Database (NTD) reporting requirements and definitions to easily create mandatory NTD reports.

The OFFEROR will be entering the required information into the entry screen shown here:



When the route, run, and trip are selected the form will auto populate the scheduled times in Hours column. If the service was delivered on schedule, then the only entry necessary is the mileage taken from the operator's manifest. If the service was delayed due to traffic, detours, or any other reason, then the times can be modified to reflect the actual service provided.
The time of entry is 30 to 40 seconds for each trip performed.

3.8.2 NATIONAL TRANSIT DATABASE REPORTING

The OFFEROR shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis through The Reporting Solution. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:
    1) Leaving or returning to the garage or yard facility, or
    2) Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:
    1) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.
    2) Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.
    3) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.
    4) If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

d) NTD Revenue Service Miles/Hours: NTD revenue service miles and NTD revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue service miles/hours include the distance and time to pick up the next passenger. This data is actual (not scheduled) and shall be input into The Reporting Solution as noted.

e) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual (not scheduled) and shall be input into The Reporting Solution as noted.

f) OFFEROR shall submit to SOLTRANS monthly and annual reports on the information collected in complying with the FTA Alcohol and Drug Testing regulations.

3.8.3 OTHER REPORTS (WRITTEN OR IN-PERSON)

OFFEROR shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal

funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

Unless otherwise waived, OFFEROR shall submit a "Monthly CONTRACTOR Staffing Report" with its monthly invoice, due by the 10th calendar day of each month, that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority with the CONTRACTOR's organization and seniority under the SOLTRANS contract with CONTRACTOR, if different, and individual status as a part-time, temporary or full-time employee. CONTRACTOR shall provide additional staffing details as required by SOLTRANS.

OFFEROR shall submit reports on the Employee Bonus and Wellness Funds with its monthly invoice to SOLTRANS reporting the fund balance, incurred expenses since the prior report, and a description of each expense.

OFFEROR shall provide daily reports for the SOLTRANS Executive Director and/or his/her designee reporting the following in a manner dictated by SOLTRANS: 1) missed trips; 2) Any Supplemental Service/Trippers dispatched beyond the scheduled service to address on-time performance or load issues; 3) revenue miles and hours, deadhead miles and hours, and routes served by supplemental/tripper service; 4) road calls and reason, and; 5) bus swaps and reason. Much of this information will be readily found in SOLTRANS' Data Management System, which will be made available to OFFEROR.

OFFEROR shall be present and responsive at audits or Federal Triennial Reviews as requested by SOLTRANS for reporting on ADA policies, practices, or activities performed by OFFEROR'S staff. OFFEROR shall also be readily available at a moment's notice for such events. Additionally, OFFEROR shall provide any reports requested by SOLTRANS for such events for purposes of responding to or closing-out any issues or findings.

Any and all data collected, and any work produced by OFFEROR, for and on behalf of SOLTRANS, during course of contract period, shall be the property of SOLTRANS. SOLTRANS reserves the right to request this data or work from OFFEROR, as well as dictate the form in which OFFEROR shall provide the data or work.

3.9 LIQUIDATED DAMAGES

Due to the nature of the services to be rendered, the OFFEROR and SOLTRANS agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the OFFEROR to perform any of its contractual obligations. Therefore, the OFFEROR'S liability shall be limited to and fixed at the sums stated in this section, as liquidated damages. Liquidated damages shall be assessed daily as they are identified. The assessed liquidated damages shall be sent to the OFFEROR for response. Once the response is received, a determination on chargeability is made by SOLTRANS Executive Director. All liquidated damages that are not responded to by the OFFEROR within 30 days will automatically be charged to the OFFEROR. The decision by SOLTRANS is final with respect to any assessment of liquidated damages. SOLTRAN'S Executive Director may rely on information supplied by the OFFEROR, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

SOLTRANS' Data Management System shall provide OFFEROR with all relevant information for determining if Liquidated damages will be assessed. Reports will be readily available indicating OFFEROR'S performance on areas of concern.

1) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per month if the OFFEROR fails to maintain an unclassified revenue rate below 10%.
    a. A BONUS of Two Hundred Fifty Hundred Dollars ($200.00) will be paid to the Employee Bonus Fund for each month in which the unclassified revenue falls below 6% for year one, and 5% for each year thereafter. Maximum of one payment per month.

2) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per one-way trip missed.

3) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per occurrence for passing a passenger in a wheelchair up at a designated stop. Verified by a customer complaint.

4) On-time performance is defined as 0 minutes early to 5 minutes late per arrival at a bus stop. SOLTRANS always reserves the right to dictate the method and/or process by which OFFEROR shall measure on-time performance. Monthly on-time performance shall be verified by use of OFFEROR Reports, and/or random samplings on routes operated by the OFFEROR, compared to the actual published times. If at any-time the monthly on-time performance reported by OFFEROR does not match the random sampling of SOLTRANS, then the maximum assessment of 1% shall apply.

    OFFEROR on-time performance is:
    a. Less that 80% = Unacceptable, assessment of 1% of monthly variable costs.
    b. Less than 90% = Poor, assessment of $500.00.
    c. 90%-95% = Acceptable, but no incentive paid.
    d. 95%-100% = Acceptable, incentive of $500.00.

5) A BONUS of One Hundred Fifty Five Dollars ($155.00) will be paid to the Employee Bonus Fund for each month in which SOLTRANS validates that the on-time performance on each individual fixed route in the SOLTRANS system has an overall, monthly on-time performance of 97% or higher. A maximum of one payment per month.

6) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per month if OFFEROR, and SOLTRANS, receives 6 or more customer complaints per month and the complaints are found to be valid and preventable by OFFEROR as deemed by SOLTRANS.

7) A liquidated damage may be assessed at a rate of Five Hundred Dollars ($500.00) per occurrence if OFFEROR fails to submit a report, as required by SOLTRANS, and as identified in the RFP.

8) A liquidated damage may be assessed at a rate of Two Hundred Fifty Dollars ($250.00) per observation or valid report of a contingency vehicle, an unpermitted vehicle type, or an excessive number of vehicles being used in service without prior written approval by SOLTRANS.

9) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500) per occurrence where a paratransit operator fails to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.

10) A BONUS of five Hundred Dollars ($500.00) will be paid to the Employee Bonus Fund for each month in which the OFFEROR, or SOLTRANS, receives 0 customer complaints. Maximum of one payment per month.

4 PARATRANSIT REQUIREMENTS

PARATRANSIT REQUIREMENTS TABLE OF CONTENTS

4 PARATRANSIT REQUIREMENTS 88
4.1 BASIC PROVISIONS 90
4.1.1 OPERATION FUNCTIONS 90
4.1.2 EMPLOYEE PERFORMANCE 90
4.1.3 SERVICE RELIABILITY 90
4.1.4 FARE COLLECTION 91
4.1.5 USE OF BUSES AND EQUIPMENT 91
4.1.6 OPERATORS 91
4.1.7 MINIMUM QUALIFICATIONS 92
4.1.8 DRUG AND ALCOHOL PROGRAM 92
4.1.9 OPERATOR APPEARANCE 92
4.1.10 ROAD SUPERVISION 93
4.1.11 TRAINERS 93
4.1.12 INITIAL OPERATOR TRAINING 93
4.1.13 REFRESHER OPERATOR TRAINING 94
4.1.14 SPECIAL RETRAINING 94
4.2 DESCRIPTION OF SERVICES 94
4.2.1 AREA OF COVERAGE 94
4.2.2 SERVICE REQUIREMENTS 94
4.2.2.1 SERVICE HOURS AND DAYS 94
4.2.2.2 REVENUE SERVICE HOURS 94
4.3 FACILITY AVAILABILITY 95
4.4 LIST OF VEHICLES 95
4.5 DISPATCH REQUIREMENTS 95
4.5.1 DISPATCH LOG 96
4.5.2 TRAPEZE PASS 96
4.5.3 COMMUNICATIONS & SCHEDULING PERSONEL 96
4.6 CUSTOMER SERVICE REQUIREMENTS 97
4.6.1 PICK-UP OF ADA PARATRANSIT PASSENGERS 97
4.6.2 RESERVATIONS/SCHEDULING 98
4.6.3 CUSTOMER SERVICE 98
4.7 ADA CERTIFICATION 98
4.7.1 CERTIFYING PASSENGERS 98
4.8 REPORTING REQUIREMENTS 99
4.8.1 THE REPORTING SOLUTION 99
4.8.1.1 NATIONAL TRANSIT DATABASE (NTD) REPORTING 100
4.9 LIQUIDATED DAMAGES 101

4.1 BASIC PROVISIONS

4.1.1 OPERATION FUNCTIONS

OFFEROR shall provide Transit Operations Management at a level and capability to oversee its functions and employees. OFFEROR shall be responsible for safe and reliable bus service including supervision of daily activities of all drivers, dispatchers, and other personnel necessary to support system operations. OFFEROR shall develop, implement, and maintain formal procedures to be used for system monitoring and road supervisory functions.

OFFEROR shall develop an "Employee Bonus Fund" to finance programs, activities or projects for promoting employee satisfaction throughout the organization, which SOLTRANS believes will influence the delivery of good customer service for our riding public. Essentially, bonuses would be deposited in the Fund when the OFFEROR, through the work performed by its employees, achieves certain performance standards contained under the Liquidated Damages sections of this RFP. (If multiple services under this RFP are provided by a single CONTRACTOR, the Employee Bonus Funds shall be combined.)

The OFFEROR may also be required to establish a Wellness Program that will be funded with a "Wellness Fund". See Section 1.1.3.4.5 of this RFP for specific requirements.

OFFEROR will be expected to form employee-based committees, which will also include a SOLTRANS representative, to determine how funds in both the "Employee Bonus Fund" and the "Wellness Fund" will be invested in programs, activities or projects that promote employee satisfaction and wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service representatives, management, etc.).

4.1.2 EMPLOYEE PERFORMANCE

OFFEROR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional acceptable manner. This shall include the regular practice of ride checks and viewing video to monitor operator performance.

Upon written demand of SOLTRANS' Executive Director or his/her designee, the OFFEROR shall immediately remove ANY employees whom SOLTRANS considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within 24 hours.

4.1.3 SERVICE RELIABILITY

OFFEROR shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and department times. On-time performance will be closely monitored by SOLTRANS and will be computed on a monthly basis by the OFFEROR. SOLTRANS shall not be obligated to pay OFFEROR for trips not run. Liquidated damages may be assessed by SOLTRANS for trips missed and other areas of non-performance in accordance with the provisions included in this document.

4.1.4 FARE COLLECTION

OFFEROR shall collect fares from all persons riding services provided under this agreement in accordance with the fare structure established by SOLTRANS. SOLTRANS reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the OFFEROR in writing at least ten (10) days in advance of their taking effect. OFFEROR shall not deny access to any person paying a valid fare without specific permission by SOLTRANS.

All fares collected by OFFEROR shall be collected in fareboxes provided or approved by SOLTRANS. OFFEROR shall be responsible for the counting, processing, and depositing of revenues on behalf of SOLTRANS. Penalties may be assessed for fare discrepancies.

OFFEROR shall be responsible for emptying the fareboxes daily. The location for counting and processing the fares must be a secure environment. OFFEROR shall ensure the appropriate security systems are in place to adequately safeguard the fares and fare collection process. Security system shall include video monitoring and taping of areas that may pose an opportunity for theft. SOLTRANS must approve the proposed location and security system.

SOLTRANS reserves the right to observe, count, or perform other audit tests that SOLTRANS considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

4.1.5 USE OF BUSES AND EQUIPMENT

OFFEROR understands that vehicles and equipment provided by SOLTRANS under this agreement shall be used only to provide services included under this contract.

The OFFEROR'S right to use the buses and equipment is merely a license that is terminable at will by SOLTRANS with reasonable notice, and such vehicles may not be transferred or assigned by the OFFEROR.

Operation of vehicles utilized by OFFEROR in the performance of this agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

SOLTRANS requires that any vehicles in the designated Contingency Fleet remain there unless otherwise directed by SOLTRANS. OFFEROR must obtain prior written approval by the SOLTRANS Executive Director or his/her designee before any vehicle in the Contingency Fleet may be used in service.

SOLTRANS also reserves the right to dictate what vehicle type may be used on a specific service (local fixed route/commuter express bus service/paratransit/GP Dial-a-Ride) or route. Furthermore, SOLTRANS reserves the right to dictate to OFFEROR how many vehicles may be used for revenue service and/or on a SolTrans route, and any additional vehicles beyond the permitted number for any service must be approved by SOLTRANS in writing prior to their use.

4.1.6 OPERATORS

OFFEROR shall be entirely responsible for the employment and supervision of operators necessary to perform system operations functions. Such responsibilities shall include, although not necessarily limited to: operator recruitment, screening, selection, training, proper licensing, supervision, employee relations, evaluation, discipline, retraining, and termination.

4.1.7 MINIMUM QUALIFICATIONS

As a part of operator recruitment, operator must:

- be at least 21 years of age
- have a minimum of three (3) years licensed driving experience
- have no more than three (3) moving violations or accidents within the immediately preceding three-year period
- have no convictions for misdemeanor or felony driving under the influence (DUI) or no failures to appear
- have never been convicted of a violent crime, or a crime of moral turpitude
- be a United States citizen
- OFFEROR shall procure background checks before hiring any operator. The contents and source of the background check shall be approved in advance by SOLTRANS.
- Each operator must hold, and at all times maintain, the proper valid licenses and certifications required by the DMV, CHP, State and Federal regulating agencies to operate a transit vehicle in revenue or non-revenue service. Licenses and certifications shall include, but not be limited to the following: a valid Class B-P (endorsed for air brakes and passenger transport) driver's license issued by the State of California, a DMV Medical Examiner's Certificate, and VTT. OFFEROR shall screen the California Division of Motor Vehicle Record (DMV Record) of each prospective operator.
- OFFEROR shall review the criminal history of each application for the position of operator and shall reject any applicant with any felony conviction. Exceptions may be submitted in writing to SOLTRANS for approval. Criminal history check must include all places of residence noted on the application.
- All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports and any other reports requested.

4.1.8 DRUG AND ALCOHOL PROGRAM

OFFEROR shall comply with all applicable Federal and State laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The OFFEROR shall be required to furnish a Drug Screening Program. OFFEROR shall pay for all drug screens for OFFEROR'S operators.

4.1.9 OPERATOR APPEARANCE

Prior to the first day of service, OFFEROR shall set up a committee consisting of a SOLTRANS representative, operators, and contractor management. This committee shall develop a uniform standard. Operator shall wear a shoulder patch on right shoulder identifying SOLTRANS. Under this patch a 'runner' provided by the OFFEROR shall be worn to identify the operator as an employee of the OFFEROR. This 'runner' patch must be approved by SOLTRANS. OFFEROR shall provide an identification badge for each employee. Badges shall be worn at all times employees are performing any work provided under this contract.

SOLTRANS reserves the right to change its operator uniform. The OFFEROR shall be advised of any changes at least 60 days before implementation.

4.1.10 ROAD SUPERVISION

The OFFEROR shall have road supervisors in the field, covering the OFFEROR'S services at all times that there is a revenue vehicle in operation. At a minimum, OFFEROR shall have one (1) Road Supervisor for the Paratransit Service.

Road supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, maintenance and lift problems, fare issues, farebox problems, accident investigation, assistance in disputes/incidents, determining and working with detours for the OFFEROR'S routes. Road Supervisors must be available to transport passengers in the event of a breakdown, etc.

OFFEROR shall provide Road Supervisors with a separate, independent radio communications system. Cell phones are permissible.

4.1.11 TRAINERS

All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:

- Must have at least three years of experience as an instructor.
- Must possess a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and Verified Transit Training (VTT).

All new trainers must be observed instructing and be approved by SOLTRANS before being used as an instructor.

4.1.12 INITIAL OPERATOR TRAINING

Initial Operator training shall include "Verified Transit Training" (VTT) with a minimum of forty (40) hours of classroom, which includes the following topics:

- Pre-trip inspection
- Map reading
- Schedule reading
- Farebox including fares, passes, etc.
- Mobile Data Terminals (MDT): log-on; performing arrivals, departures, no-shows, and cancellations; radio use; radio procedures and requirements; and dispatch and call-in requirements
- Manifests (for Dial-A-Ride services): Including the use of MDT for receiving manifests and responding to or sending information via MDT.
- On-time performance procedures
- Detour sheets
- Bike rack usage
- Emergency accident and incident procedures and reports
- Defensive driving
- Layover and relief procedures
- Passenger relations, including dealing with the problem passenger
- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training
- Bloodborne Pathogens Exposure Control Plan

A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

4.1.13 REFRESHER OPERATOR TRAINING

On an annual basis, OFFEROR shall conduct an eight (8) hour refresher training course for its operators as required by the DMV in order to maintain VTT.

4.1.14 SPECIAL RETRAINING

OFFEROR shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Special retraining shall be made available for operators who may require it due to a change in bid selection or extended leave of absence.

4.2 DESCRIPTION OF SERVICES

SOLTRANS ADA Paratransit bus service is available to qualified certified persons with disabilities unable to board a regular SOLTRANS fixed route bus, access a SOLTRAN bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the Americans with Disabilities Act (ADA). SOLTRAN Paratransit provides service parallel to the fixed route system, operating the same hours and days.

4.2.1 AREA OF COVERAGE

SOLTRANS' Paratransit ADA service is operated within the city limits of Vallejo and ¾ a mile from Fixed Route Trip. Trips outside of the city limits to cities are to be coordinated with the adjacent city's Paratransit service.

4.2.2 SERVICE REQUIREMENTS

SOLTRANS ADA Paratransit bus service is available to qualified certified persons with disabilities unable to board a regular SOLTRANS fixed route bus, access a SOLTRANS bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the Americans with Disabilities Act (ADA). This does not include disabilities that only make use of accessible transit service difficult or inconvenient. SOLTRANS' Paratransit provides service parallel to the fixed route system, operating the same hours and days.

4.2.2.1 SERVICE HOURS AND DAYS

SOLTRANS' fixed route service is generally available between the hours of 4:30 a.m. to 11:30 p.m., Monday through Friday, 5:30 a.m. through 11:00 p.m. on Saturday, and Sundays 7:30 a.m. to 9:15 p.m. Only limited service between the Ferry and Marine World is operated on Sundays and the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

4.2.2.2 REVENUE SERVICE HOURS

Annually, SOLTRANS' anticipates that it will provide 10,700 revenue service hours. For fiscal year 2012, 10,688 Revenue Service Hours were provided and 12,596 Total Hours. SOLTRANS believes that this level of service will remain relatively consistent in future years. The current Revenue

Service Miles annualized will be 154,818 Miles and the current Total Miles annualized will be 173,010 Miles.

4.3 FACILITY AVAILABILITY

SOLTRANS shall provide the operations and maintenance base for the transit service. The facility is located at 1850 Broadway, Vallejo, CA, 94590. OFFEROR shall be responsible for all aspects of maintenance and upkeep of the provided facility with the exception of major repairs such as roof, HVAC system, and structure issues. The telephone system and the basic Information Technology (IT) infrastructure (i.e. servers, switches and routers) shall be provided by SOLTRANS. SOLTRANS shall be responsible for the internet connection coming into the facility.

Should multiple OFFERORS be awarded the services included in this RFP, the OFFERORS shall share the facility and associated costs. OFFEROR shall be responsible for utility bills, including the monthly telephone bill.

The 5 acre facility consists of:

- vehicle parking and staging areas
- vehicle maintenance area
- vehicle fueling pad
- farebox vaulting and probing
- administrative offices
- training area
- driver staging area
- dispatching and customer service center

4.4 LIST OF VEHICLES

UNIT#	YEAR	MAKE	MODEL	BODY	PASS	ADA	FUEL
1704-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1705-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1706-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1707-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1708-10	2001	FORD	E-450	EL DORADO	14	4	UNLEADED
1709-10	2001	FORD	E-450	EL DORADO	14	4	UNLEADED
1801-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1802-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1803-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1804-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1805-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1806-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1807-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED

4.5 DISPATCH REQUIREMENTS

The OFFEROR shall have a Dispatcher on duty during all revenue service hours. At a minimum, OFFEROR shall have one (1) Dispatcher for every shift. Dispatchers are responsible for OFFEROR coordination and communications with the operators.

4.5.1 DISPATCH LOG

The dispatchers will be required to keep a daily dispatch log, which shall include, but not be limited to:

- Bus assignment
- Operator assignment
- Pull-out and Pull-in
- Late and missed trips
- Road calls
- Incidents/Accidents
- All other incidents or dispatch calls that vary from normal or expected system operation

Dispatch logs shall be submitted to SOLTRANS daily on following business day.

4.5.2 TRAPEZE PASS

SOLTRANS will provide a Trapeze PASS dispatching system for use by the OFFEROR in operating demand-response services.

OFFEROR shall be responsible at their cost for obtaining the appropriate training for the use of the PASS software.

Dispatchers shall communicate to the operators via either radio or MDT. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated. In that case, the priority request shall take precedence over the other requests.

Dispatchers shall communicate any and all changes in manifests to Dial-A-Ride operators, via either radio or MDT. Dispatchers shall also contact Dial-A-Ride passengers at the request of operators to determine passenger status (i.e. cancellation, no-show).

The OFFEROR shall ensure that all operators report all pick-ups and no shows to dispatch as they occur. This can be done through the MDT's, however, if an MDT is not operational for any reason, the operator must contact dispatch via a land line or any other means available. In addition, operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

4.5.3 COMMUNICATIONS & SCHEDULING PERSONEL

The OFFEROR'S communications and scheduling staff must be trained to proficiency and scheduled to process the volume of incoming telephone requests for ADA services, accurately enter the required passenger trip information, monitor on time adherence, and appropriately dispatch vehicles. OFFEROR dispatch and scheduling personnel must be knowledgeable in all aspects of SOLTRANS ADA operations.

- OFFEROR shall have sufficient reservationists are on duty at all times to ensure that telephone "wait" or "on hold" time(s) do not exceed three (3) minutes on ninety five percent (95%) of all calls, and do not exceed five (5) minutes on ninety nine percent (99%) of all calls.

- Automatic answering devices or Interactive Voice Recognition (IVR) systems may be substituted for normal reservation taking; however, OFFEROR must implement a means for passengers to speak directly with a qualified OFFEROR representative to coordinate pick-up/drop-off or other service related information.

- OFFEROR'S Dispatchers must be able to communicate service-related information effectively in English. Bi-lingual English/Spanish personnel shall be available during all hours of operation.

- OFFEROR shall assure that dispatchers and scheduling personnel are adequately trained and prepared to process requests ADA service and requests for general system information from passengers. OFFEROR shall assure that all dispatch and scheduling personnel are trained to proficiency in the requirements of the Service Criteria for Complementary Paratransit Service as outlined in Title 49 Part 37 & 38 of the Code of Federal Regulations, (as amended October 2011), before being assigned to OFFEROR'S Communications Center, and shall assure that ongoing mechanisms are in place for the evaluation of Dispatcher / Scheduler performance, education, and training.

- OFFEROR shall ensure that all dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work.

- OFFEROR will observe and enforce trip-by-trip eligibility and will only schedule trips that meet the criteria for eligibility. OFFEROR is responsible for accurately determining whether a requested trip meets trip eligibility requirements. If a trip request meets eligibility requirements at either the pick-up or drop-off location it should be scheduled.

OFFERORS shall describe staffing levels and initial and on-going Dispatcher /Reservationist training and on-going evaluation process.

4.6 CUSTOMER SERVICE REQUIREMENTS

4.6.1 PICK-UP OF ADA PARATRANSIT PASSENGERS

OFFEROR shall arrive at the appointed passenger pick-up location not more than twenty (20) minutes prior to the appointed pick-up time and no more than twenty (20) minutes after the appointed pick up time. Passengers picked up later than twenty (20) minutes will be considered "late". Drivers who show up prior to scheduled pick-up time must wait until the twenty (20) minutes before the appointed pick-up time. OFFEROR shall notify passengers by telephone whenever possible if the vehicle scheduled to pick them up is expected to arrive at the appointed pick-up location more than twenty (20) minutes later than the appointed time.

Upon arrival of the vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by a honk of the horn. Passenger who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. The driver shall wait no more than five (5) minutes to pick-up a passenger. Should the passenger not appear during that time frame, the driver shall resume service and proceed to the next scheduled reservation or bus stop. The missed pick-up shall be considered a "no-show" and the procedures for no-show shall be followed.

OFFEROR shall make every possible attempt to notify riders whose pick-up and/or drop-off time has been unilaterally changed by the OFFEROR for any reason. Riders who are not notified of a scheduled change shall not be counted as a "no-show" if they miss the ride.

Drivers shall assist passengers whenever possible from the curb of their origin to the curb of their destination. OFFEROR shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of the Americans with Disabilities Act. OFFEROR shall park as close as safely possible to each passenger's origin and destination, including entering parking lots as necessary.

4.6.2 RESERVATIONS/SCHEDULING

OFFEROR shall perform reservations and scheduling of Paratransit trips as follows:

1) Reservations may be made 1 to 3 days in advance by calling the ride reservation line. Passengers will be ensured a negotiated ready time and confirmation for each trip scheduled. Passengers may call the requested trip any day between 8 a.m. and 5 p.m. to make a reservation. Reservationists will negotiate with ADA passengers a pick up time from one (1) hour before or one (1) hour after their requested time. Subscription service (standing reservations) shall continue to be provided to passengers as specified by SOLTRANS.
2) OFFEROR shall use existing Trapeze PASS software to schedule rides.

4.6.3 CUSTOMER SERVICE

OFFEROR shall add Customer Service personnel if SOLTRANS determines that an unacceptable pattern or practice is established of service request callers being placed on "hold" because insufficient personnel is available to answer telephones or handle Customer Service duties. OFFEROR must state in proposal the level of staffing.

OFFEROR personnel shall treat all passengers in a courteous and respectful manner consistent with good business practices. If SOLTRANS determines that a pattern of indefensible customer service relations complaints is established, OFFEROR shall upgrade its customer relations training program to SOLTRANS' satisfaction and retrain its personnel as necessary to reduce complaints.

OFFEROR shall provide for SOLTRANS comment and approval **customer service standards** that OFFEROR expects their employees to uphold while on duty and when providing customer service. OFFEROR shall further describe how employees will be trained and held to these standards during the course of employment.

4.7 ADA CERTIFICATION

4.7.1 CERTIFYING PASSENGERS

OFFEROR may be responsible for mailing out eligibility applications, or providing them at customer service locations, for ADA Paratransit service as requested. The completed applications shall be returned to SOLTRANS for processing.

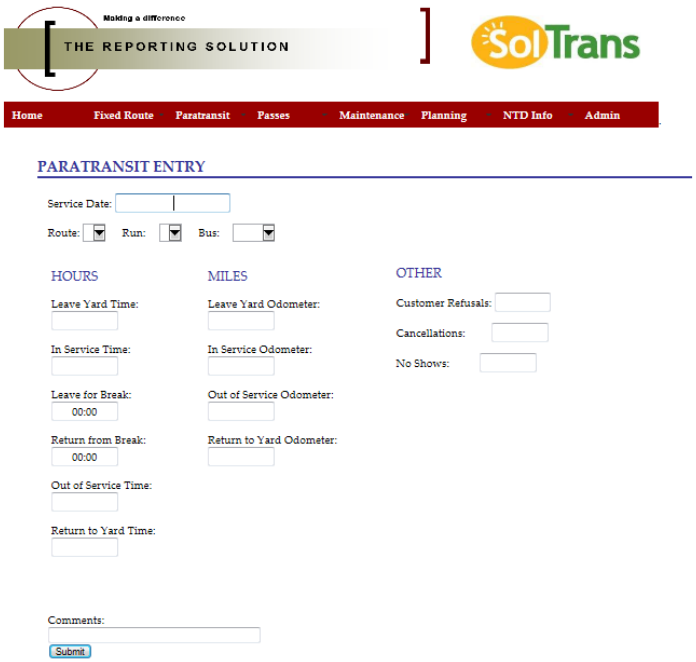
OFFEROR may also be required to mail applications (and provide them at customer service windows) for the Regional Transit Discount Card (RTDC). More information on the RTDC may be found here: http://transit.511.org/disabled/rtdc.aspx. SOLTRANS may also require OFFEROR to assist patrons with completing this application at the customer service counters at 1850 Broadway and/or at 311 Sacramento Street, as well as take any required pictures for completing the application.

4.8 REPORTING REQUIREMENTS

4.8.1 THE REPORTING SOLUTION

All data furnished by the OFFEROR must reside in SOLTRANS' Data Management System, The Reporting Solution, provided by Solutions for Transit, unless otherwise specified by SOLTRANS. OFFEROR must maintain access and information in The Reporting Solution, which provides the basis for OFFEROR invoicing. The Reporting Solution is a customized Web-based service package developed by Solutions for Transit, which monitors the OFFEROR'S performance and adherence to the Transit Services Agreement. Information is directly input into The Reporting Solution user-friendly entry screens or imported from ASCII-compatible formatted files. The Reporting Solution consolidates and integrates data from multiple system databases and sources in one location for easy access. Data is configured to be consistent with National Transit Database (NTD) reporting requirements and definitions to easily create mandatory NTD reports.

The OFFEROR will be entering the required information into the entry screen shown below:



The user will select the route, run, and bus number from the drop down lists. Then they will enter the times and odometer readings taken from the operator's manifest. They will then enter the customer refusals, cancellations, or no shows information for each piece of service completed.

The time of entry is 30 to 45 seconds for each trip performed.

4.8.1.1 NATIONAL TRANSIT DATABASE (NTD) REPORTING

The OFFEROR shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis through The Reporting Solution. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:
    1) Leaving or returning to the garage or yard facility, or
    2) Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:
    1) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.
    2) Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.
    3) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.
    4) If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

d) NTD Revenue Service Miles/Hours: NTD revenue service miles and NTD revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue service miles/hours include the distance and time to pick up the next passenger.

e) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours.

4.8.2 OTHER REPORTS (WRITTEN AND IN-PERSON)

Additionally, OFFEROR shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

Unless otherwise waived, OFFEROR shall submit a “Monthly CONTRACTOR Staffing Report” with its monthly invoice, due by the 10th calendar day of each month, that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours

performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority with the CONTRACTOR's organization and seniority under the SOLTRANS contract with CONTRACTOR, if different, and individual status as a part-time, temporary or full-time employee. CONTRACTOR shall provide additional staffing details as required by SOLTRANS.

OFFEROR shall submit reports on the Employee Bonus and Wellness Funds with its monthly invoice to SOLTRANS reporting the fund balance, incurred expenses since the prior report, and a description of each expense.

OFFEROR shall be present and responsive at audits or Federal Triennial Reviews as requested by SOLTRANS for reporting on ADA policies, practices, or activities performed by OFFEROR'S staff. OFFEROR shall also be readily available at a moment's notice for such events. Additionally, OFFEROR shall provide any reports requested by SOLTRANS for such events for purposes of responding to or closing-out any issues or findings.

Any and all data collected, and any work produced by OFFEROR, for and on behalf of SOLTRANS, during course of contract period, shall be the property of SOLTRANS. SOLTRANS reserves the right to request this data or work from OFFEROR, as well as dictate the form in which OFFEROR shall provide the data or work.

4.9 LIQUIDATED DAMAGES

Due to the nature of the services to be rendered, the OFFEROR and SOLTRANS agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the OFFEROR to perform any of its contractual obligations. Therefore, the OFFEROR'S liability shall be limited to and fixed at the sums stated in this Section, as liquidated damages. Liquidated damages shall be assessed daily as they are identified. The assessed liquidated damages shall be sent to the OFFEROR for response. Once the response is received, a determination on chargeability is made by SOLTRANS Executive Director. All liquidated damages that are not responded to by the OFFEROR within 30 days will automatically be charged to the OFFEROR. The decision by SOLTRANS is final with respect to any assessment of liquidated damages. SOLTRAN'S Executive Director may rely on information supplied by the OFFEROR, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

SOLTRANS' Data Management System shall provide OFFEROR with all relevant information for determining if Liquidated damages will be assessed. Reports will be readily available indicating OFFEROR'S performance on areas of concern.

1) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per month for each month where productivity fell below 2 passengers per hour in a single month.
    a. A Bonus of two Hundred Dollars ($200.00) per month shall be paid to the Employee Bonus Fund where productivity exceeds 3.25 passengers per hour in a single month.

2) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per occurrence where OFFEROR fails to pick up a passenger within the 20 minutes of the scheduled pick-up time.

3) A liquidated damage may be assessed at a rate of Five Hundred Dollars ($500.00) per occurrence if OFFEROR fails to submit a report, as required by SOLTRANS, and as identified in the RFP.

4) A liquidated damage may be assessed at a rate of Two Hundred Fifty Dollars ($250.00) per observation or valid report of a contingency vehicle, an unpermitted type of vehicle, or an excessive number of vehicles being used in service without prior written approval by SOLTRANS.

5) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500) per occurrence where a paratransit operator fails to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.

6) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per occurrence where OFFEROR misses a scheduled pickup.

5 GP DIAL-A-RIDE REQUIREMENTS

GP DIAL-A-RIDE REQUIREMENTS TABLE OF CONTENTS

5 GP DIAL-A-RIDE REQUIREMENTS 103
5.1 BASIC PROVISIONS 105
5.1.1 OPERATION FUNCTIONS 105
5.1.2 EMPLOYEE PERFORMANCE 105
5.1.3 SERVICE RELIABILITY 105
5.1.4 FARE COLLECTION 105
5.1.5 USE OF BUSES AND EQUIPMENT 106
5.1.6 OPERATORS 106
5.1.7 MINIMUM QUALIFICATIONS 107
5.1.8 DRUG AND ALCOHOL PROGRAM 107
5.1.9 OPERATOR APPEARANCE 107
5.1.10 ROAD SUPERVISION 108
5.1.11 TRAINERS 108
5.1.12 INITIAL OPERATOR TRAINING 108
5.1.13 REFRESHER OPERATOR TRAINING 109
5.1.14 SPECIAL RETRAINING 109
5.2 DESCRIPTION OF SERVICES 109
5.2.1 AREA OF COVERAGE 109
5.2.2 SERVICE REQUIREMENTS 109
5.3 FACILITY AVAILABILITY 110
5.4 LIST OF VEHICLES 110
5.5 DISPATCH REQUIREMENTS 110
5.5.1 DISPATCH LOG 110
5.5.2 TRAPEZE PASS 111
5.5.3 COMMUNICATIONS & SCHEDULING PERSONNEL: 116
5.6 CUSTOMER SERVICE REQUIREMENTS 112
5.6.1 PICK-UP OF DIAL-A-RIDE PASSENGERS 113
5.6.2 RESERVATIONS/SCHEDULING 112
5.6.3 CUSTOMER SERVICE 113
5.7 ADA CERTIFICATION 113
5.8 REPORTING REQUIREMENTS 113
5.8.1 THE REPORTING SOLUTION 115
5.9 LIQUIDATED DAMAGES 116

5.1 BASIC PROVISIONS

5.1.1 OPERATION FUNCTIONS

OFFEROR shall provide Transit Operations Management at a level and capability to oversee its functions and employees. OFFEROR shall be responsible for safe and reliable bus service including supervision of daily activities of all drivers, dispatchers, and other personnel necessary to support system operations. OFFEROR shall develop, implement, and maintain formal procedures to be used for system monitoring and road supervisory functions.

Alternatives to the proposed GP DIAL-A-RIDE requirements may be submitted in writing to SOLTRANS prior to the *pre-bid conference*. Any accepted alternatives will be recorded and provided to all bid holders to allow for all agencies to offer the alternative service.

OFFEROR shall develop an "Employee Bonus Fund" to finance programs, activities or projects for promoting employee satisfaction throughout the organization, which SOLTRANS believes will influence the delivery of good customer service for our riding public. Essentially, bonuses would be deposited in the Fund when the OFFEROR, through the work performed by its employees, achieves certain performance standards contained under the Liquidated Damages sections of this RFP. (If multiple services under this RFP are provided by a single CONTRACTOR, the Employee Bonus Funds shall be combined.)

The OFFEROR may also be required to establish a Wellness Program that will be funded with a "Wellness Fund". See Section 1.1.3.4.5 of this RFP for specific requirements.

OFFEROR will be expected to form employee-based committees, which will also include a SOLTRANS representative, to determine how funds in both the "Employee Bonus Fund" and the "Wellness Fund" will be invested in programs, activities or projects that promote employee satisfaction and wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service representatives, management, etc.).

5.1.2 EMPLOYEE PERFORMANCE

OFFEROR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional acceptable manner. This shall include the regular practice of ride checks and viewing video to monitor operator performance.

Upon written demand of SOLTRANS' Executive Director or his/her designee, the OFFEROR shall immediately remove ANY employees whom SOLTRANS considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within 24 hours.

5.1.3 SERVICE RELIABILITY

OFFEROR shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and department times. On-time performance will be closely monitored by SOLTRANS and will be computed on a monthly basis by the OFFEROR. SOLTRANS shall not be obligated to pay OFFEROR for trips not run. Liquidated damages may be assessed by SOLTRANS for trips missed and other areas of non-performance in accordance with the provisions included in this document.

5.1.4 FARE COLLECTION

OFFEROR shall collect fares from all persons riding services provided under this agreement in accordance with the fare structure established by SOLTRANS. SOLTRANS reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the OFFEROR in

writing at least ten (10) days in advance of their taking effect. OFFEROR shall not deny access to any person paying a valid fare without specific permission by SOLTRANS.

All fares collected by OFFEROR shall be collected in fareboxes provided or approved by SOLTRANS. OFFEROR shall be responsible for the counting, processing, and depositing of revenues on behalf of SOLTRANS. Penalties may be assessed for fare discrepancies.

OFFEROR shall be responsible for emptying the fareboxes daily. The location for counting and processing the fares must be a secure environment. OFFEROR shall ensure the appropriate security systems are in place to adequately safeguard the fares and fare collection process. Security system shall include video monitoring and taping of areas that may pose an opportunity for theft. SOLTRANS must approve the proposed location and security system.

SOLTRANS reserves the right to observe, count, or perform other audit tests that SOLTRANS considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

5.1.5 USE OF BUSES AND EQUIPMENT

OFFEROR understands that vehicles and equipment provided by SOLTRANS under this agreement shall be used only to provide services included under this contract.

The OFFEROR'S right to use the buses and equipment is merely a license that is terminable at will by SOLTRANS with reasonable notice, and such vehicles may not be transferred or assigned by the OFFEROR.

Operation of vehicles utilized by OFFEROR in the performance of this agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

SOLTRANS requires that any vehicles in the designated Contingency Fleet remain there unless otherwise directed by SOLTRANS. OFFEROR must obtain prior written approval by the SOLTRANS Executive Director or his/her designee before any vehicle in the Contingency Fleet may be used in service.

SOLTRANS also reserves the right to dictate what vehicle type may be used on a specific service (local fixed route/commuter express bus service/paratransit/GP Dial-a-Ride) or route. Furthermore, SOLTRANS reserves the right to dictate to OFFEROR how many vehicles may be used for revenue service and/or on a SolTrans route, and any additional vehicles beyond the permitted number for any service must be approved by SOLTRANS in writing prior to their use.

5.1.6 OPERATORS

OFFEROR shall be entirely responsible for the employment and supervision of operators necessary to perform system operations functions. Such responsibilities shall include, although not necessarily limited to:

- Operator recruitment
- Screening
- Selection
- Training
- Supervision
- Employee relations
- Evaluation
- Discipline
- Retraining
- Termination
- Proper licensing

5.1.7 MINIMUM QUALIFICATIONS

As a part of operator recruitment, operator must:

- be at least 21 years of age
- have a minimum of three (3) years licensed driving experience
- have no more than three (3) moving violations or accidents within the immediately preceding three-year period
- have no convictions for misdemeanor or felony driving under the influence (DUI) or no failures to appear
- have never been convicted of a violent crime, or a crime of moral turpitude
- be a United States citizen
- OFFEROR shall procure background checks before hiring any operator. The contents and source of the background check shall be approved in advance by SOLTRANS.
- Each operator must hold, and at all times maintain, the proper valid licenses and certifications required by the DMV, CHP, State and Federal regulating agencies to operate a transit vehicle in revenue or non-revenue service. Licenses and certifications shall include, but not be limited to the following: a valid Class B-P (endorsed for air brakes and passenger transport) driver's license issued by the State of California, a DMV Medical Examiner's Certificate, and VTT. OFFEROR shall screen the California Division of Motor Vehicle Record (DMV Record) of each prospective operator.
- OFFEROR shall review the criminal history of each application for the position of operator and shall reject any applicant with any felony conviction. Exceptions may be submitted in writing to SOLTRANS for approval. Criminal history check must include all places of residence noted on the application.
- All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports and any other reports requested.

5.1.8 DRUG AND ALCOHOL PROGRAM

OFFEROR shall comply with all applicable Federal and State laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The OFFEROR shall be required to furnish a Drug Screening Program. OFFEROR shall pay for all drug screens for OFFEROR'S operators.

5.1.9 OPERATOR APPEARANCE

Prior to the first day of service, OFFEROR shall set up a committee consisting of a SOLTRANS representative, operators, and contractor management. This committee shall develop a uniform standard. Operator shall wear a shoulder patch on right shoulder identifying SOLTRANS. Under this patch a 'runner' provided by the OFFEROR shall be worn to identify the operator as an employee of the OFFEROR. This 'runner' patch must be approved by SOLTRANS. OFFEROR shall provide an identification badge for each employee.

SOLTRANS reserves the right to change its operator uniform. The OFFEROR shall be advised of any

changes at least 60 days before implementation.

5.1.10 ROAD SUPERVISION

The OFFEROR shall have road supervisors in the field, covering the OFFEROR'S services at all times that there is a revenue vehicle in operation. At a minimum, OFFEROR shall have one (1) Road Supervisor for the GP DIAL-A-RIDE Service.

Road supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, maintenance and lift problems, fare issues, farebox problems, accident investigation, assistance in disputes/incidents, determining and working with detours for the OFFEROR'S routes. Road Supervisors must be available to transport passengers in the event of a breakdown, etc.

OFFEROR shall provide Road Supervisors with a separate, independent radio communications system. Cell phones are permissible.

5.1.11 TRAINERS

All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:

- Must have at least three years of experience as an instructor.
- Must possess a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and Verified Transit Training (VTT).

All new trainers must be observed instructing and be approved by SOLTRANS before being used as an instructor.

5.1.12 INITIAL OPERATOR TRAINING

Initial Operator training shall include "Verified Transit Training" (VTT) with a minimum of forty (40) hours of classroom, which includes the following topics:

- Pre-trip inspection
- Map reading
- Schedule reading
- Farebox: logging on, fares, transfers, passes, etc.
- Mobile Data Terminals (MDT): log-on; performing arrivals, departures, no-shows, and cancellations; radio procedures and requirements; and dispatch and call-in requirements
- Manifests: Including the use of MDT for receiving manifests and responding to or sending information via MDT.
- On-time performance procedures
- Detour sheets
- Bike rack usage
- Emergency accident and incident procedures and reports
- Defensive driving
- Layover and relief procedures
- Passenger relations, including dealing with the problem passenger

- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training
- Bloodborne Pathogens Exposure Control Plan

A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

5.1.13 REFRESHER OPERATOR TRAINING

On an annual basis, OFFEROR shall conduct an eight (8) hour refresher training course for its operators as required by the DMV in order to maintain VTT. This refresher course will include farebox retraining.

5.1.14 SPECIAL RETRAINING

OFFEROR shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Special retraining shall be made available for operators who may require it due to a change in bid selection or extended leave of absence.

5.2 DESCRIPTION OF SERVICES

SOLTRANS' General Public (GP) Dial-A-Ride bus service is available to the general public with no application necessary for use.

This service is open to the public with no application necessary for use. Reservations are required and are scheduled on a first come first served basis. General Public Dial-A-Ride also serves ADA eligible residents within Benicia City limits. ADA eligible riders requiring a trip to Vallejo will be placed on traditional paratransit.

5.2.1 AREA OF COVERAGE

GP Dial-A-Ride bus service offers local origin to destination shared ride service within Benicia only. Other passengers will be picked-up and dropped-off along the way.

5.2.2 SERVICE REQUIREMENTS

5.2.2.1 SERVICE HOURS AND DAYS:

GP Dial-A-Ride service is generally available between the hours of 5:50 a.m. to 8:20 p.m., Monday through Friday, 7:00 a.m. through 7:00 p.m. on Saturdays. No service is provided on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving and Christmas.

5.2.2.2 REVENUE SERVICE HOURS

Annually, SOLTRANS' anticipates that it will provide 3,000 revenue service hours. Current Revenue Service Miles annualized will be 94,632 and current Total Miles annualized will be 114,018 Miles. During the contract period, however, SOLTRANS may elect to convert this service to a Fixed Route service. OFFEROR will be provided with at least thirty (30) days' notice prior to such conversion. If SOLTRANS elects to convert the service, and such conversion will not exceed the 20% Revenue Hours additions allowed in this contract (Section 2.2.3), there will be no further negotiations

required. The effective rates for Fixed Route Service at that time will be used and the GP Dial-A-Ride service will be terminated along with associated costs.

5.3 FACILITY AVAILABILITY

SOLTRANS shall provide the operations and maintenance base for the transit service. The facility is located at 1850 Broadway, Vallejo, CA, 94590. OFFEROR shall be responsible for all aspects of maintenance and upkeep of the provided facility with the exception of major repairs such as roof, HVAC system, and structure issues. Should multiple OFFERORS be awarded the services included in this RFP, the OFFERORS shall share the facility and associated costs.

The 5 acre facility consists of:

- vehicle parking and staging areas
- vehicle maintenance area
- vehicle fueling pad
- farebox vaulting and probing
- administrative offices
- training area
- driver staging area
- dispatching and customer service center

5.4 LIST OF VEHICLES

UNIT#	YEAR	MAKE	MODEL	BODY	PASS	ADA	FUEL
116-33	2001	CHEV	VENTURE	RICON	5	1	UNLEADED
2008-33	2006	FORD	E-450	STARCRAFT	16	2	UNLEADED
2013-33	2008	FORD	E-450	STARCRAFT	16	2	UNLEADED
2014-33	2007	FORD	E-450	STARCRAFT	14	2	UNLEADED
2015-33	2007	FORD	E-450	STARCRAFT	14	2	UNLEADED
2016-33	2012	FORD	E-450	STARCRAFT	16	3	UNLEADED

5.5 DISPATCH REQUIREMENTS

The OFFEROR shall have a Dispatcher on duty during all revenue service hours. At a minimum, OFFEROR shall have one (1) Dispatchers for every shift. Dispatchers are responsible for OFFEROR coordination and communications with the operators.

5.5.1 DISPATCH LOG

The dispatchers will be required to keep a daily dispatch log, which shall include, but not be limited to:

- Bus assignment
- Operator assignment
- Pull-out and Pull-in
- Late and missed trips

- Road calls
- Incidents/Accidents
- All other incidents or dispatch calls that vary from normal or expected system operation

5.5.2 TRAPEZE PASS

SOLTRANS will provide a Trapeze PASS dispatching system for use by the OFFEROR in operating demand-response services.

Dispatchers shall communicate to the operators via either radio or MDT. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated. In that case, the priority request shall take precedence over the other requests.

Dispatchers shall communicate any and all changes in manifests to Paratransit operators, via either radio or MDT. Dispatchers shall also contact Paratransit passengers at the request of operators to determine passenger status (i.e. cancellation, no-show).

The OFFEROR shall ensure that all operators report all pick-ups and no shows to dispatch as they occur. This can be done through the MDT's, however, if an MDT is not operational for any reason, the operator must contact dispatch via a land line or any other means available. In addition, operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

5.5.3 COMMUNICATIONS & SCHEDULING PERSONNEL

The OFFEROR'S communications and scheduling staff must be trained to proficiency and scheduled to process the volume of incoming telephone requests for ADA services, accurately enter the required passenger trip information, monitor on time adherence, and appropriately dispatch vehicles. OFFEROR dispatch and scheduling personnel must be knowledgeable in all aspects of SOLTRANS ADA operations.

- OFFEROR shall have sufficient reservationists are on duty at all times to ensure that telephone "wait" or "on hold" time(s) do not exceed three (3) minutes on ninety five percent (95%) of all calls, and do not exceed five (5) minutes on ninety nine percent (99%) of all calls.

- Automatic answering devices or Interactive Voice Recognition (IVR) systems may be substituted for normal reservation taking; however, OFFEROR must implement a means for passengers to speak directly with a qualified OFFEROR representative to coordinate pick-up/drop-off or other service related information.

- OFFEROR'S Dispatchers must be able to communicate service-related information effectively in English. Bi-lingual English/Spanish personnel shall be available during all hours of operation.

- OFFEROR shall assure that dispatchers and scheduling personnel are adequately trained and prepared to process requests ADA service and requests for general system information from passengers. OFFEROR shall assure that all dispatch and scheduling personnel are trained to proficiency in the requirements of the Service Criteria for Complementary Paratransit

Service as outlined in Title 49 Part 37 & 38 of the Code of Federal Regulations, (as amended October 2011), before being assigned to OFFEROR'S Communications Center, and shall assure that ongoing mechanisms are in place for the evaluation of Dispatcher / Scheduler performance, education, and training.

- OFFEROR shall ensure that all dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work.

OFFERORS shall describe staffing levels and initial and on-going Dispatcher /Reservationist training and on-going evaluation process.

5.6 CUSTOMER SERVICE REQUIREMENTS

5.6.1 PICKUP OF DIAL-A-RIDE PASSENGERS

OFFEROR shall arrive at the appointed passenger pick-up location not more than twenty (20) minutes prior to the appointed pick-up time and no more than twenty (20) minutes after the appointed pick up time. Passengers picked up later than twenty (20) minutes will be considered "late". Drivers who show up prior to scheduled pick-up time must wait until the twenty (20) minutes before the appointed pick-up time. OFFEROR shall notify passengers by telephone whenever possible if the vehicle scheduled to pick them up is expected to arrive at the appointed pick-up location more than twenty (20) minutes later than the appointed time.
Upon arrival of the vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by a honk of the horn. Passenger who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. The driver shall wait no more than five (5) minutes to pick-up a passenger. Should the passenger not appear during that time frame, the driver shall resume service and proceed to the next scheduled reservation or bus stop. The missed pick-up shall be considered a "no-show" and the procedures for no-show shall be followed.

OFFEROR shall make every possible attempt to notify riders whose pick-up and/or drop-off time has been unilaterally changed by the OFFEROR for any reason. Riders who are not notified of a scheduled change shall not be counted as a "no-show" if they miss the ride.

Drivers shall assist passengers whenever possible from the curb of their origin to the curb of their destination. OFFEROR shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of the Americans with Disabilities Act. OFFEROR shall park as close as safely possible to each passenger's origin and destination, including entering parking lots as necessary.

5.6.2 RESERVATIONS/SCHEDULING

OFFEROR shall perform reservations and scheduling of General Public Dial-A-Ride trips as follows:

3) Reservations may be made 1 to 3 days in advance by calling the ride reservation line. Passengers will be ensured a negotiated ready time and confirmation for each trip

scheduled. Passengers may call any day between 8 a.m. and 5 p.m. to make a reservation. Reservationists will negotiate with ADA passengers a pick up time from one (1) hour before or one (1) hour after their requested time. General Public service is available on a first-come first-served basis.

4) Subscription service (standing reservations) shall continue to be provided to passengers as specified by SOLTRANS.

5) OFFEROR shall use existing Trapeze PASS software to schedule and rides.

5.6.3 CUSTOMER SERVICE

OFFEROR shall maintain sufficient telephone lines dedicated to service requests.

OFFEROR shall add Customer Service personnel if SOLTRANS determines that an unacceptable pattern or practice is established of service request callers being placed on "hold" because insufficient personnel is available to answer telephones or handle Customer Service duties. OFFEROR must state in proposal the level of staffing.
OFFEROR personnel shall treat all passengers in a courteous and respectful manner consistent with good business practices. If SOLTRANS determines that a pattern of indefensible customer service relations complaints is established, OFFEROR shall upgrade its customer relations training program to SOLTRANS' satisfaction and retrain its personnel as necessary to reduce complaints.

Alternatives to the proposed customer service requirements may be submitted in writing to SOLTRANS prior to the *pre-bid conference*. Any accepted alternatives will be recorded and provided to all bid holders to allow for all agencies to offer the alternative service.

5.7 ADA CERTIFICATION

OFFEROR may be responsible for mailing out eligibility applications, or providing them at customer service locations, for ADA Paratransit service as requested. The completed applications shall be returned to SOLTRANS for processing.

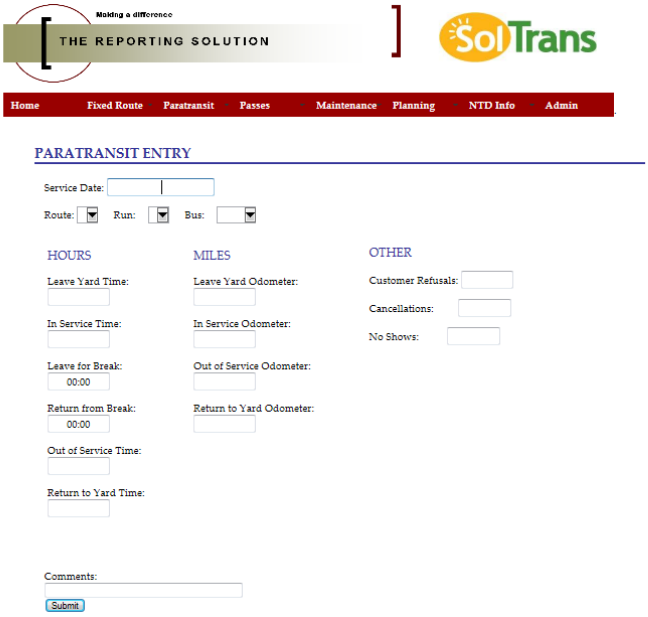
OFFEROR may also be required to mail applications (and provide them at customer service windows) for the Regional Transit Discount Card (RTDC). More information on the RTDC may be found here: http://transit.511.org/disabled/rtdc.aspx. SOLTRANS may also require OFFEROR to assist patrons with completing this application at the customer service counters at 1850 Broadway and/or at 311 Sacramento Street, as well as take any required pictures for completing the application.

5.8 REPORTING REQUIREMENTS

5.8.1 THE REPORTING SOLUTION

All data furnished by the OFFEROR must reside in SOLTRAN's centralized Data Management System, The Reporting Solution, provided by Solutions for Transit, unless otherwise specified by SOLTRANS. OFFEROR must maintain access and information in The Reporting Solution, which provides the basis for OFFEROR invoicing. The Reporting Solution is a customized Web-based service package

developed by Solutions for Transit, which monitors the OFFEROR'S performance and adherence to the Transit Services Agreement. Information is directly input into The Reporting Solution user-friendly screens or imported from ASCII-compatible formatted files. The Reporting Solution consolidates and integrates data from multiple systems and sources in one location for easy access. Data is configured consistent with National Transit Database (NTD) reporting requirements and definitions to easily create mandatory NTD reports.



The OFFEROR will be entering the required information into the entry screen shown here:

The user will select the route, run, and bus number from the drop down lists. Then they will enter the times and odometer readings taken from the operator's manifest. They will then enter the customer refusals, cancellations, or no shows information for each piece of service completed.

The time of entry is 30 to 45 seconds for each trip performed.

5.8.1.1 NATIONAL TRANSIT DATABASE (NTD) REPORTING

The OFFEROR shall track NTD Revenue Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis through The Reporting Solution. NTD Revenue Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:
    a. Leaving or returning to the garage or yard facility, or
    b. Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:
    a. Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue miles/hours.
    b. Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue miles and hours.
    c. Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue miles and hours.

d. If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

d) NTD Revenue Miles/Hours: NTD revenue miles and NTD revenue hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue miles/hours include the distance and time to pick up the next passenger.

e) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours.

5.8.2 OTHER REPORTS (WRITTEN OR IN-PERSON)

Additionally, OFFEROR shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

Unless otherwise waived, OFFEROR shall submit a "Monthly CONTRACTOR Staffing Report" with its monthly invoice, due by the 10th calendar day of each month, that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority with the CONTRACTOR's organization and seniority under the SOLTRANS contract with CONTRACTOR, if different, and individual status as a part-time, temporary or full-time employee. CONTRACTOR shall provide additional staffing details as required by SOLTRANS.

OFFEROR shall submit reports on the Employee Bonus and Wellness Funds with its monthly invoice to SOLTRANS reporting the fund balance, incurred expenses since the prior report, and a description of each expense.

OFFEROR shall be present and responsive at audits or Federal Triennial Reviews as requested by SOLTRANS for reporting on ADA policies, practices, or activities performed by OFFEROR'S staff. OFFEROR shall also be readily available at a moment's notice for such events. Additionally, OFFEROR shall provide any reports requested by SOLTRANS for such events for purposes of responding to or closing-out any issues or findings.

Any and all data collected, and any work produced by OFFEROR, for and on behalf of SOLTRANS, during course of contract period, shall be the property of SOLTRANS. SOLTRANS reserves the right to request this data or work from OFFEROR, as well as dictate the form in which OFFEROR shall provide the data or work.

5.9 LIQUIDATED DAMAGES

Due to the nature of the services to be rendered, the OFFEROR and SOLTRANS agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the OFFEROR to perform any of its contractual obligations. Therefore, the OFFEROR'S liability shall be limited to and fixed at the sums stated in this Section, as liquidated damages. Liquidated damages shall be assessed daily as they are identified. The assessed liquidated damages shall be sent to the OFFEROR for response. Once the response is received, a determination on chargeability is made by SOLTRANS Executive Director. All liquidated damages that are not responded to by the OFFEROR within 30 days will automatically be charged to the OFFEROR. The decision by SOLTRANS is final with respect to any assessment of liquidated damages. SOLTRAN'S Executive Director may rely on information supplied by the OFFEROR, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

SOLTRANS' Data Management System shall provide OFFEROR with all relevant information for determining if Liquidated damages will be assessed. Reports will be readily available indicating OFFEROR'S performance on areas of concern.

1) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per month for each month where productivity fell below 2 passengers per hour in a single month.
    a. A Bonus of Two Hundred Dollars ($200.00) per month shall be paid to the Employee Bonus Fund where productivity exceeds 3.25 passengers per hour in a single month.

2) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per occurrence where OFFEROR fails to pick up a passenger within the 20 minutes allowed.

3) A liquidated damage may be assessed at a rate of Five Hundred Dollars ($500.00) per occurrence if OFFEROR fails to submit a report, as required by SOLTRANS, and as identified in the RFP.

4) A liquidated damage may be assessed at a rate of Two Hundred Fifty Dollars ($250.00) per observation or valid report of a contingency vehicle, an unpermitted type of vehicle, or an excessive number of vehicles being used in service without prior written approval by SOLTRANS.

5) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per occurrence where OFFEROR misses a scheduled pickup.

6) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500) per occurrence where a paratransit operator fails to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.

7) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per occurrence where OFFEROR fails to pick up a passenger within 15 minutes of the scheduled pick-up time.

6 MAINTENANCE REQUIREMENTS

MAINTENANCE REQUIREMENTS TABLE OF CONTENTS

6 MAINTENANCE REQUIREMENTS 117
6.1 BASIC PROVISIONS 119
6.1.1 VEHICLE MAINTENANCE REQUIREMENTS 119
6.1.2 MECHANICAL MAINTENANCE PROGRAM 120
6.1.3 PARTS 120
6.1.4 ADA EQUIPMENT 120
6.1.5 TIRES 120
6.1.6 RECYCLE PROGRAM 120
6.1.7 ELECTRONIC EQUIPMENT 121
6.1.8 UTILIZATION OF OUTSIDE SERVICES 121
6.1.9 ADVERTISEMENTS ON BUSES 121
6.1.10 WARRANTY 121
6.1.11 UNIFORMS 121
6.1.12 TOOLS 122
6.1.13 TOWING 122
6.1.14 ROAD CALLS 122
6.2 DESCRIPTION OF SERVICES 122
6.3 FACILITY AVAILABILITY 122
6.4 LIST OF VEHICLES 123
6.5 PREVENTIVE MAINTENANCE 125
6.6 FUELING 125
6.7 CLEANING 125
6.8 STAFFING 126
6.8.1 TECHNICAL ABILITY 126
6.8.2 MAINTENANCE TRAINING 127
6.8.3 RECORDS 127
6.9 BUS STOPS, SHELTERS, AND SIGNS 127
6.10 REPORTING REQUIREMENTS 128
6.10.1 THE REPORTING SOLUTION 128
6.10.1.1 Daily Reporting 130
6.10.1.2 Monthly Reporting 130
6.10.1.3 Quarterly and Other Reporting Requirements 130
6.10.1.4 Annual Fleet Reporting 131
6.10.1.5 Access to Records 132
6.11 LIQUIDATED DAMAGES 132

6.1 BASIC PROVISIONS

The Maintenance function must be bid with the Fixed Route Services. The OFFEROR will price out the Maintenance functions separately, along with facility, bus stop and bus shelter cleaning. The successful bidder of the Fixed Route Services with Maintenance shall occupy the 1850 Broadway facility.

OFFEROR shall develop an "Employee Bonus Fund" to finance programs, activities or projects for promoting employee satisfaction throughout the organization, which SOLTRANS believes will influence the delivery of good customer service for our riding public. Essentially, bonuses would be deposited in the Fund when the OFFEROR, through the work performed by its employees, achieves certain performance standards contained under the Liquidated Damages sections of this RFP. (If multiple services under this RFP are provided by a single CONTRACTOR, the Employee Bonus Funds shall be combined.)

The OFFEROR may also be required to establish a Wellness Program that will be funded with a "Wellness Fund". See Section 1.1.3.4.5 of this RFP for specific requirements.

OFFEROR will be expected to form employee-based committees, which will also include a SOLTRANS representative, to determine how funds in both the "Employee Bonus Fund" and the "Wellness Fund" will be invested in programs, activities or projects that promote employee satisfaction and wellness. SOLTRANS requires that the Contractor include its employees on the committees from the various functions in its organization, as applicable (i.e. bus operators, maintenance workers, dispatchers, Road Supervisors, customer service representatives, management, etc.).

6.1.1 VEHICLE MAINTENANCE REQUIREMENTS

The OFFEROR will, at is sole expense, be required to maintain all buses and sub-components in first-class condition. The OFFEROR shall strictly adhere to the vehicle manufacturer's recommended maintenance practices, or SOLTRANS' established practice, whichever is greater.

A preventive maintenance program of all revenue service equipment, which meets or exceeds SOLTRANS' Preventive Maintenance Program , is required under this contract. The OFFEROR shall also perform monthly safety inspections and record all defects found and the date the defects were corrected. Deferring bus maintenance is strictly prohibited and is grounds for contract termination.

In addition, the OFFEROR shall perform such procedures on buses as required by Title 13, California Administrative Code, as such provisions currently exist, or hereafter amended or superseded.

The OFFEROR shall comply with all California Highway Patrol Motor Carrier Safety Regulations pertaining to inspections. The OFFEROR shall notify SOLTRANS' designee prior to or at first knowledge of all inspections performed by the CHP, or any other inspections performed by any other governmental/other agencies, and transmit results of said inspections to SOLTRANS.

The OFFEROR shall ensure that all applicable certifications are displayed on all buses.

The OFFEROR shall be responsible for completing all repairs to all buses required to keep them in proper working condition. The OFFEROR'S obligation to repair will include, but not be limited to, all work on and/or replacement of body and paint, power train, undercarriage, interior, air conditioning, wheelchair lift, farebox, etc. Work shall occur prior to placing vehicle back in service.

The OFFEROR is responsible for assuring the quick and complete repair of all buses and for maintaining a twenty percent (20%) spare ratio of active fleets to the number of vehicles required for peak service demands.

6.1.2 MECHANICAL MAINTENANCE PROGRAM

OFFEROR, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, parts, tires, supplies, labor, maintenance and component rebuilding and/or replacement as required for the safe and reliable operation of all equipment pursuant to this contract. OFFEROR shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions/exhaust systems, to be used to perform this contract in strict conformity to requirements of the OEM, emissions/exhaust systems manufacturers, the California Highway Patrol (CHP) Out of Service Criteria and applicable local, State and Federal regulations and requirements.
A FLEET INSPECTION MAY BE ARRANGED BY CONTACTING SOLTRANS.

6.1.3 PARTS

All parts supplied by OFFEROR shall be new and meet Original Equipment Manufacturer (OEM) or SOLTRANS approved standards. The OFFEROR shall not use parts from one bus to another. OFFEROR shall establish and maintain an ongoing spare parts inventory sufficient to meet peak hour vehicle requirements. The OFFEROR shall submit a monthly report for any parts used showing the part, part number, part price, vehicle, and work order number. Parts over $500.00 or have a useful life of at least one year must be itemized in a monthly report to accompany the monthly invoice.

6.1.4 ADA EQUIPMENT

All wheelchair lifts, tie-downs, and related equipment shall meet ADA requirements. Operator pre-trip inspections shall be utilized to check lift operation before pull-out from the garage. If the lift is inoperable at the time of pull-out, the bus shall be repaired or traded before pull-out. No vehicle shall be operated in revenue service without functioning ADA equipment. Doing so shall be grounds for contract termination.

6.1.5 TIRES

Buses are equipped with various tire sizes. SOLTRANS' recommended tire brand is Firestone, but SOLTRANS reserves the right to dictate a particular brand to OFFEROR to improve operational efficiency. OFFEROR shall replace tires on vehicles using the size and load capacity specified by the specific vehicle manufacturers. As a general standard the tires shall be steel belted 16 ply radial tires with a load range of H and shall be suited for highway speeds. Expenses associated with the purchase and/or leasing of tires shall be itemized in a monthly report to accompany the monthly invoice.

6.1.6 RECYCLE PROGRAM

OFFEROR shall implement, maintain, and encourage a recycling program for their employees to recycle all paper, cardboard, batteries, etc. Any proceeds from the recycle program will be deposited into the Employee Bonus Fund.

6.1.7 ELECTRONIC EQUIPMENT

The vehicles are equipped with a variety of technologies, including GFI Odyssey and Cents-a-Bill fare boxes, and destination signs. The OFFEROR shall maintain each of these systems per the manufacturer's and SOLTRANS' recommended guidelines.

6.1.8 UTILIZATION OF OUTSIDE SERVICES

The OFFEROR may utilize outside services to perform such repairs as power train rebuilds, paint and body, etc. The OFFEROR shall provide SOLTRANS with a list of vendors that will be used. SOLTRANS must approve the list of vendors prior to the OFFEROR utilizing any vendor. Work performed by outside services shall be the responsibility of the OFFEROR. All work done shall be of first grade quality by factory authorized and certified technicians and/or repair shops. Warranties must be provided for work performed.

All outside engine repairs/rebuilds must be performed by a factory authorized repair technician or certified shop. All parts used in the repair of the engines must be genuine OEM parts.

All outside transmission repairs/rebuilds must be performed by a factory authorized repair technician shop. All parts used in the repair of the transmissions must be genuine OEM parts.

6.1.9 ADVERTISEMENTS ON BUSES

OFFEROR shall make vehicles available for decaling and/or installation of advertisements. SOLTRANS shall make every attempt to provide OFFEROR with at least 24 hours of notice. The majority of decaling and installation of advertisements shall take place after 8:00 p.m.

The OFFEROR shall be responsible for the cost of damages to the advertisements placed on the buses due to accident damage, abuse or negligence on the OFFEROR'S part. The OFFEROR shall work with SOLTRANS' advertisement OFFEROR to reach mutual settlement for such damages.

6.1.10 WARRANTY

The OFFEROR is responsible for maintaining proper records and maintenance on the vehicles and their sub-components as per applicable warranty requirements. The OFFEROR will work with SOLTRANS in assuring all requirements are met, and that paperwork for warranty repairs are processed on a timely basis. Additionally, OFFEROR shall be responsible for ensuring that employees are properly trained to perform warranty work as required by SOLTRANS. Any warranty reimbursements from vendors shall go to SOLTRANS.

6.1.11 UNIFORMS

Maintenance personnel shall wear SOLTRANS-approved uniform shirts and pants while on duty. The OFFEROR is responsible for ensuring that maintenance personnel have the proper work clothes, shoes, goggles, safety glasses, etc. to assure the safety and professionalism of its employees. Attire shall be clean and neat.

6.1.12 TOOLS

The OFFEROR must assure all equipment and tools are available to the employees to perform all repairs to the buses, including special tools such as torque wrenches, impact guns, electronic readers for charging, starting systems, engine and transmission readers, electronic destination sign programmers, opacity meter, etc.

6.1.13 TOWING

The OFFEROR shall be responsible for all costs for towing vehicles. Towing must be performed properly to assure against damages to the vehicles. Any damage resulting from improper towing procedures shall be the responsibility of the OFFEROR.

6.1.14 ROAD CALLS

The OFFEROR, or an approved subcontractor, is responsible for performing road calls, when necessary, in an expedient manner. The OFFEROR must take every step possible to assure the least inconvenience and discomfort to the passengers. In order to meet this requirement, the replacement bus must leave the yard within 10 minutes of the call to maintenance. All roadcalls that result in a delay of service shall be reported immediately to the SOLTRANS Executive Director or his/her designee

6.2 DESCRIPTION OF SERVICES

The OFFEROR is expected to adhere to the vehicle manufacturers' recommendations in providing these services. A Vehicle Maintenance Plan will be developed documenting the manufacturers' recommendations in the form of Preventative Maintenance Inspection sheets.
The Fixed Route Fleet operates approximately 1,805,652 Total Miles annually.
The Paratransit Fleet operates approximately 173,010 Total Miles annually.
The GP Dial-a-Ride Fleet operates approximately 114,018 Total Miles annually.

6.3 FACILITY AVAILABILITY

SOLTRANS shall provide the operations and maintenance base for the transit service. The facility is located at 1850 Broadway, Vallejo, CA, 94590. OFFEROR shall be responsible for all aspects of maintenance and upkeep of the provided facility with the exception of major repairs such as roof, HVAC system, and structure issues. OFFEROR shall ensure that all OSHA requirements are met, or exceeded. The Facility shall be kept neat, clean, and organized at all times. SOLTRANS shall perform periodic, announced, inspections of the Facility to ensure a pleasant working environment is maintained at all times.

The 5 acre facility consists of:

- vehicle parking and staging areas
- vehicle maintenance area
- vehicle fueling pad
- farebox vaulting and probing
- administrative offices
- training area
- driver staging area
- dispatching and customer service center
- landscaping

In addition to 1850 Broadway and approximately 450 bus stops in the SOLTRANS service area (with associated amenities and signage), OFFEROR will be expected to maintain the following facilities:

Facility	Description
Transit Center at 311 Sacramento Street, Vallejo	Passenger waiting areas and amenities in Transit Center
Sereno Transit Center, Vallejo	Passenger waiting areas and amenities in Transit Center
Curtola Transit Center & Park and Ride Lot, Vallejo	Passenger waiting areas and amenities in Transit Center area

SOLTRANS shall be responsible for providing passenger amenities, signage, and related components necessary for maintenance efforts.

6.4 LIST OF VEHICLES

Fixed Route

All of the Fixed Route MCI vehicles have had new engines installed in 2012.

UNIT#	YEAR	MAKE	MODEL	PASS	ADA	FUEL
BL07	2003	MCI	D4500	45	1	Diesel
BL08	2003	MCI	D4500	45	1	Diesel
BL09	2003	MCI	D4500	45	1	Diesel
BL10	2003	MCI	D4500	45	1	Diesel
BL12	2003	MCI	D4500	45	1	Diesel
BL13	2003	MCI	D4500	45	1	Diesel
BL16	2003	MCI	D4500	45	1	Diesel
BL18	2003	MCI	D4500	45	1	Diesel
BL21	2003	MCI	D4500	45	1	Diesel
BL23	2003	MCI	D4500	45	1	Diesel
BL25	2003	MCI	D4500	45	1	Diesel
BL26	2003	MCI	D4500	45	1	Diesel
BL29	2003	MCI	D4500	45	1	Diesel
BL32	2003	MCI	D4500	45	1	Diesel
BL35	2003	MCI	D4500	45	1	Diesel
3901	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3902	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3903	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3904	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3905	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3906	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3907	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3908	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3909	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3910	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3911	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3912	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3913	2011	Gillig	Hybrid Low Floor	39	2	Diesel

UNIT#	YEAR	MAKE	MODEL	PASS	ADA	FUEL
3914	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3915	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3916	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3917	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3918	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3919	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3920	2011	Gillig	Hybrid Low Floor	39	2	Diesel
3921	2011	Gillig	Hybrid Low Floor	39	2	Diesel

Paratransit Service

UNIT#	YEAR	MAKE	MODEL	BODY	PASS	ADA	FUEL
1704-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1705-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1706-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1707-10	2001	FORD	E-450	EL DORADO	12	2	UNLEADED
1708-10	2001	FORD	E-450	EL DORADO	14	4	UNLEADED
1709-10	2001	FORD	E-450	EL DORADO	14	4	UNLEADED
1801-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1802-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1803-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1804-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1805-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1806-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
1807-10	2011	FORD	E-450	STARCRAFT	16	4	UNLEADED
116-33	2001	CHEV	VENTURE	RICON	5	1	UNLEADED
2008-33	2006	FORD	E-450	STARCRAFT	16	2	UNLEADED
2013-33	2008	FORD	E-450	STARCRAFT	16	2	UNLEADED
2014-33	2007	FORD	E-450	STARCRAFT	14	2	UNLEADED
2015-33	2007	FORD	E-450	STARCRAFT	14	2	UNLEADED
2016-33	2012	FORD	E-450	STARCRAFT	16	3	UNLEADED

Contingency Fleet

UNIT#	YEAR	MAKE	MODEL	PASS	ADA	FUEL
4410	2001	Orion	7	45	1	Diesel
4411	2001	Orion	7	45	1	Diesel
4412	2001	Orion	7	45	1	Diesel
4413	2001	Orion	7	45	1	Diesel
4414	2001	Orion	7	45	1	Diesel
4415	2001	Orion	7	45	1	Diesel
4416	2001	Orion	7	45	1	Diesel
4417	2001	Orion	7	45	1	Diesel

UNIT#	YEAR	MAKE	MODEL	PASS	ADA	FUEL
BL04	2001	MCI	102DL3	45	1	Diesel
BL05	2001	MCI	102DL3	45	1	Diesel
BL11	2003	MCI	D4500	45	1	Diesel
BL15	2003	MCI	D4500	45	1	Diesel
BL19	2003	MCI	D4500	45	1	Diesel
BL20	2003	MCI	D4500	45	1	Diesel
BL22	2003	MCI	D4500	45	1	Diesel
BL24	2003	MCI	D4500	45	1	Diesel
BL33	2003	MCI	D4500	45	1	Diesel
BL34	2003	MCI	D4500	45	1	Diesel

6.5 PREVENTIVE MAINTENANCE

All preventive maintenance (PM) shall be performed at regularly scheduled intervals as indicated in the preventive maintenance program intervals. All preventive maintenance must be performed within 10% of SOLTRANS' indicated interval, or lacking a SOLTRANS interval, the manufacturer's recommended interval. Lack of required preventive maintenance by the OFFEROR may result in liquidated damage and/or further contractual action.

It shall be the responsibility of the OFFEROR to maintain change out records for all components. This includes warranty repairs/replacements. These records are the responsibility of the OFFEROR whether work is performed internally or through outside vendors.

The OFFEROR shall be required to comply with the CARB Fleet Rule, Federal, State, and Local exhaust emission requirements.

6.6 FUELING

OFFEROR shall safely store and furnish lubricants and coolant for the operation of the buses. The fuel will be furnished by SOLTRANS. The fuel used shall be ultra-low sulfur fuel only.

OFFEROR will maintain a fuel, oil, and mileage log for each vehicle in The Reporting Solution.
The OFFEROR shall furnish lubricants as required to meet or exceed the specification established by SOLTRANS. SOLTRANS reserves the right to alter specifications at its discretion consistent with those changes made to SOLTRANS' fleet.

6.7 CLEANING

OFFEROR is required to maintain the inside and outside appearance of buses in a neat, safe, and in operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. OFFEROR will promptly repair or replace any broken, cut, worn, torn or vandalized components of the buses to eliminate hazards and unsightliness, and to minimize passenger discomfort.

On a daily basis, all vehicles utilized in revenue service shall be cleaned, including washing and scrubbing of the full exterior, wheels, fuel-fill area, inside of all windows, scrubbing of oil or other excessive residue off the rear end, dusting or vacuuming of all seats, dashboard, stanchions and

exposed services, and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc.

Bus exteriors must always be maintained, specifically paint and body work, for an aesthetically pleasing appearance. The OFFEROR is responsible for using only quality grade of soaps and cleaning solvents that will not damage the exterior or interior surfaces of the buses including advertisements.

All graffiti, interior and exterior, that is cleanable shall be removed as soon as practicable, preferably before bus is placed back in service. If the graffiti is obscene, or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected.

All windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted/seriously damaged causing possible safety issues shall be replaced immediately. All windows that are scratched/etched and hamper clear vision shall be replaced at least once per year. Scratched/etched and hampering vision shall be defined to include bus wash abrasion, graffiti, and damage that does not exceed 50% of the window or contain obscene or gang-related etching.

Seats shall be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage shall be repaired in a professional manner within seven (7) days of the occurrence. OFFEROR shall replace cushion materials that are worn or cannot be professionally repaired, or cushions that contain graffiti or stains that cannot be cleaned, using seat cover materials that are identical in design and color as those materials being replaced. OFFEROR shall further ensure that all seats are steam cleaned and properly disinfected, as soon as possible, in the event that bodily fluids or solids are deposited on any seats and if seat cushion materials cannot be replaced.

All seats shall be free of excessive dust. Cushioned seats must be vacuumed, keeping dust to a minimum. Each revenue service vehicle shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed at the 6,000 mile interval requirement of a detail. All seats and surfaces must be completely dry before being placed in revenue service.

6.8 STAFFING

6.8.1 TECHNICAL ABILITY

OFFEROR shall ensure that maintenance staff are completely trained , familiar with all repair, servicing and maintenance needs associated with the fleet provided by SOLTRANS.

- Maintenance Mechanic – Position requires high school diploma or GED equivalent and heavy duty bus maintenance experience, a good driving record with a class B driver's license or the ability to obtain one; experience and education should be equivalent to five years; must have the ability to obtain 608 – 609 A/C certification; must have knowledge of Celect Plus, ATEC, DDEC II and DDEC III systems with a strong ability to analyze wiring problems using schematics; knowledge of wedge and s-cam brake systems.

- Maintenance Utility Worker – Position requires a good driving record; education achievement equivalent to the completion of high school; prior demonstrated experience in janitorial, bus/car/facility service and cleanup; knowledge of general

janitorial and or bus facility servicing/cleanup procedures; working familiarity with basic cleaning and routine mechanical maintenance of gas and diesel-powered equipment.

6.8.2 MAINTENANCE TRAINING

The OFFEROR is responsible for assuring that the maintenance personnel receive training in all aspects of the servicing and repair of the buses, including information on service updates and technical bulletins.

6.8.3 RECORDS

OFFEROR shall be responsible for maintaining complete records of all training given to each employee. These records may be inspected by SOLTRANS personnel at any time.

6.9 BUS STOPS, SHELTERS, AND SIGNS

OFFEROR is responsible for providing bus shelter and bus stop maintenance throughout SOLTRANS' service area. This service, while part of the Maintenance function, shall be priced separately on the pricing form. This maintenance shall include:

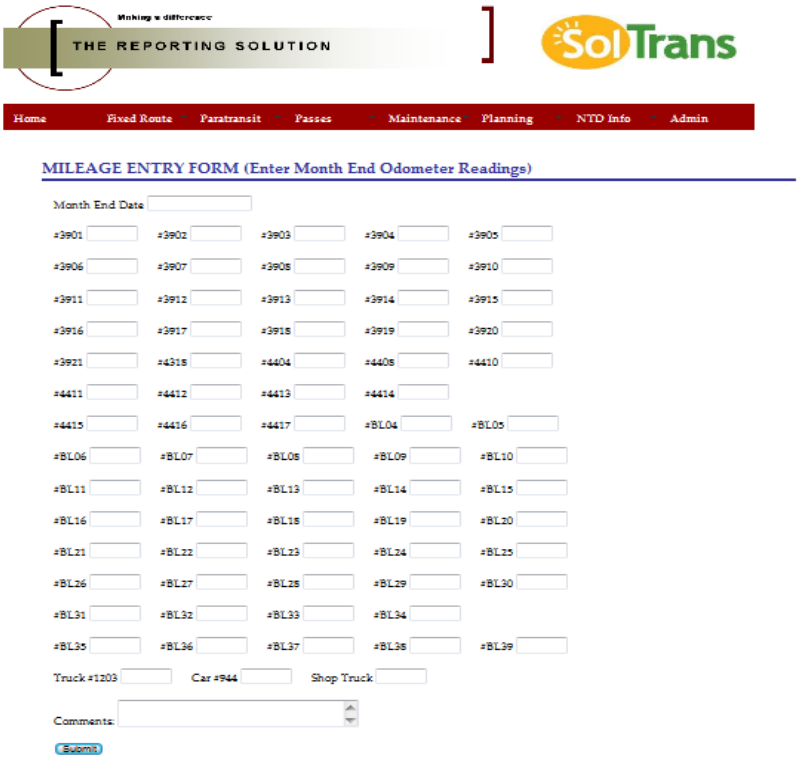
a) Insert customized route and stop information in the display windows of all SOLTRANS' shelters, exchange and update with new information and schedules as necessary,
b) General cleaning including but not limited to, graffiti removal, glass and bench cleaning, removal of foreign substances, and sweeping shelter interior and sidewalk immediately outside the shelter,
    a. SOLTRANS' twenty (20) high use, high profile shelter locations will be cleaned at least three times a week,
    b. SOLTRANS' remaining shelters, 30 at present, will receive general cleaning once a week at a minimum. These may be cleaned more frequently depending upon the need.
c) The Transit Center requires daily general cleaning, and complete detailing as required by SOLTRANS for maintaining cleanliness, safety and a respectable image,
d) Four satellite sites (Park & Ride @ Curtola & Lemon St; York & Marin
        i. Transfer Center; Sereno Transfer Center) will be cleaned daily
        ii. Replace panels and perform other minor repairs as required
        iii. Dismantle, move and erect bus stop poles and signs as required
        iv. Bus shelters will be power washed according to cleaning schedule
e) General maintenance of bus stop signs and poles. At present, SOLTRANS has approximately 300 stop locations excluding shelters.
f) Twice yearly pressure washing of all stops using City-approved water recovery procedures, or as required by SOLTRANS to ensure proper cleanliness and safety at each bus stop location OFFEROR may be required by SOLTRANS to pressure wash more regularly at high visibility and/or high ridership bus stops.
g) OFFEROR shall provide all cleaning supplies and cleaning equipment required. SOLTRANS shall provide materials including bus stop signs, shelters or shelter parts, trash containers, or other items to the OFFEROR to fulfill the stop and shelter maintenance obligation.

6.10 REPORTING REQUIREMENTS

6.10.1 THE REPORTING SOLUTION

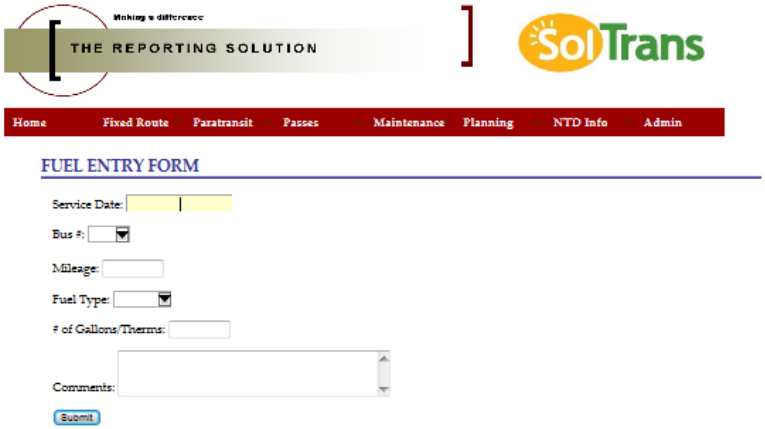
All data furnished by the OFFEROR must reside in SOLTRAN's Data Management System, The Reporting Solution, provided by Solutions for Transit, unless otherwise specified by SOLTRANS. OFFEROR must maintain access and information in The Reporting Solution, which provides the basis for OFFEROR invoicing. The Reporting Solution is a customized web-based service package developed by Solutions for Transit, which monitors the OFFEROR'S performance and adherence to the Transit Services Agreement. Information is directly input into The Reporting Solution's user-friendly entry screens or imported from ASCII-compatible formatted files. The Reporting Solution consolidates and integrates data from multiple system databases and sources in one location for easy access. Data is configured consistent with National Transit Database (NTD) reporting requirements and definitions to easily create mandatory NTD reports.

Maintenance will be required to enter the vehicles ending odometer readings on the last day of each month. The OFFEROR will be entering the required information into the entry screens shown here:



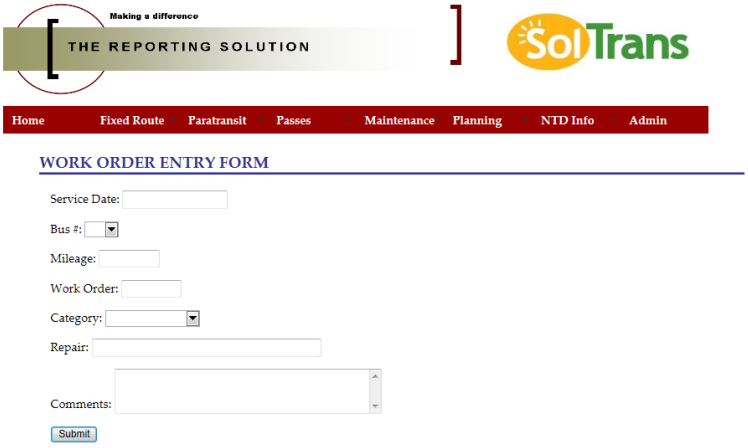
Approximate entry time is 15 minutes per month.

Maintenance will enter total gallons of fuel each vehicle received for the month. The OFFEROR will be entering the required information into the entry screen shown here:



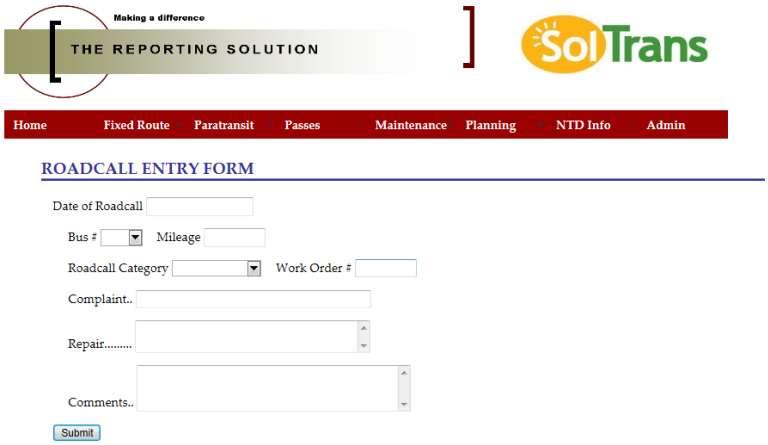
Approximate entry time 20 minutes per month.

Maintenance will enter any work orders issued using The Reporting Solution. The OFFEROR will be entering the required information into the entry screen shown here:



Entry time varies depending on complexity of the repair needed.

Maintenance will enter any Road Calls as the Road Call happens. The OFFEROR will be entering the required information into the entry screen shown here:



Approximate entry time is 45 seconds.

6.10.1.1 DAILY REPORTING

The OFFEROR will report all vehicular collision, accidents, and incidents involving any SOLTRANS-owned transit or paratransit vehicle immediately to SOLTRANS, including passenger falls. In addition, OFFEROR will notify SOLTRAN's Executive Director in writing of the accident/incident within 24 hours of its occurrence using the Incident/Accident form in The Reporting Solution and will report passenger complaints related to safety or serious operational deficiencies immediately. OFFEROR will investigate all accidents and grade as to whether the event was preventable or not using industry standards. Failure to report such accidents/incidents in the manner and within the time frames specified herein will subject the OFFEROR to the assessments.

6.10.1.2 MONTHLY REPORTING

The majority of reporting will occur via The Reporting Solution. The following information will be collected:

a. Miles Between Road Calls, previous fiscal year to current fiscal year.
b. Road Calls By Category, cumulative year-to-date.
c. Monthly mileage by fleet type i.e.: fixed route; on-call; Paratransit and Fixed Route fleets (total miles traveled, fuel quantity and miles per gallon for each vehicle).
d. Work Order Summary Detail data, including work order number, date finished, task description, labor hours, and parts costs labor cost and total cost.
e. Monthly Cost Per Mile data, parts, labor, miles, and total cost per mile by fleet/vehicle number.
f. Summary of any warranty work, including but not limited to vehicle number, details of the warranty claim, amount paid or rejected under the warranty.
g. Preventive Maintenance Inspections (PMI) completed by vehicle number. The report will indicate: Vehicle Number, Current Mileage, Last PM Mileage, Next PM Due Date, Next PM Type, Current Mileage (miles over/under PM requirement).
h. Shelters cleaned or repaired, signs replaced or repaired, including dates and times. Cleaning schedule of the Transit Center.

SOLTRANS reserves the right to reject any reports that do not meet requirements. SOLTRANS may at its discretion remove or add a report(s) from the requirements, or refine report requirements as needed to monitor the maintenance cost and condition of the OFFEROR operated fleet. OFFEROR shall ensure that employees are computer fluent to a level that any reports required by SOLTRANS can be completed and submitted in a timely manner.

6.10.1.3 QUARTERLY AND OTHER REPORTING REQUIREMENTS

Once per calendar quarter, OFFEROR will submit a narrative report or request a face-to-face meeting with SOLTRANS staff regarding any on-going maintenance issues, concerns, or problems. This report or meeting will serve as a dialogue and feedback mechanism for surfacing any issues of concern that require addressing and resolving.

OFFEROR shall also provide fleet status and other data reporting as required for Federal Transit Administration (FTA) funding under Section 5307/5311/5310.

Additionally, OFFEROR shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports

related to subcontractors, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

Unless otherwise waived, OFFEROR shall submit a "Monthly CONTRACTOR Staffing Report" with its monthly invoice, due by the 10th calendar day of each month, that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority with the CONTRACTOR's organization and seniority under the SOLTRANS contract with CONTRACTOR, if different, and individual status as a part-time, temporary or full-time employee. CONTRACTOR shall provide additional staffing details as required by SOLTRANS.

OFFEROR shall submit reports on the Employee Bonus and Wellness Funds with its monthly invoice to SOLTRANS reporting the fund balance, incurred expenses since the prior report, and a description of each expense.

OFFEROR shall submit a report and supporting documentation for actual maintenance expenses to include, but not be exclusive of vendor invoices, proof of vendor payment(s) of maintenance expenses, applicable payroll records, applicable pay stubs, parts costs, lubricants/fluids, etc. This report and supporting documentation (full report package) shall be submitted with the monthly invoice, due on the 10th day of each calendar month. This information is necessary for financing maintenance costs with federal funding.

OFFEROR shall be present and responsive at audits or Federal Triennial Reviews as requested by SOLTRANS for reporting on ADA policies, practices, or activities performed by OFFEROR'S staff. OFFEROR shall also be readily available at a moment's notice for such events. Additionally, OFFEROR shall provide any reports requested by SOLTRANS for such events for purposes of responding to or closing-out any issues or findings.

Any and all data collected, and any work produced by OFFEROR, for and on behalf of SOLTRANS, during course of contract period, shall be the property of SOLTRANS. SOLTRANS reserves the right to request this data or work from OFFEROR, as well as dictate the form in which OFFEROR shall provide the data or work.

6.10.1.4 ANNUAL FLEET REPORTING

The OFFEROR shall submit an annual Fleet Report based on the preceding calendar year for all vehicles used in providing Transportation services. The report shall be submitted by January 8th annually to SOLTRANS and shall include, but not be limited to the following data for EACH fleet vehicle in service (including assigned spares):

1) Vehicle ID Number
2) Vehicle License Number
3) Vehicle Manufacturer
4) Vehicle Model Year
5) Engine Family Name
6) Engine Make/Model
7) Engine Year
8) Fuel Type
9) Name, Make and Model of Retrofit Device on Vehicle (if applicable)
10) Gross Vehicle Weight
11) Maximum Passenger Capacity
12) Annual Vehicle Mileage

6.10.1.5 ACCESS TO RECORDS

OFFEROR will permit authorized representatives of SOLTRANS to examine all data and records related to Transportation Services on request. OFFEROR will maintain all reports and records pertaining to Transportation Services and will make them available for review or inspection by SOLTRANS for a period of three years from the Termination Date. Vehicle maintenance records shall be kept in accordance with Federal Regulations.

6.11 LIQUIDATED DAMAGES

Due to the nature of the services to be rendered, the OFFEROR and SOLTRANS agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the OFFEROR to perform any of its contractual obligations. Therefore, the OFFEROR'S liability shall be limited to and fixed at the sums stated in this Section, as liquidated damages. Liquidated damages shall be assessed daily as they are identified. The assessed liquidated damages shall be sent to the OFFEROR for response. Once the response is received, a determination on chargeability is made by SOLTRANS' Executive Director. All liquidated damages that are not responded to by the OFFEROR within 30 days will automatically be charged to the OFFEROR. The decision by SOLTRANS is final with respect to any assessment of liquidated damages. SOLTRANS' Executive Director may rely on information supplied by the OFFEROR, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

SOLTRANS' Data Management System shall provide OFFEROR with all relevant information for determining if Liquidated damages will be assessed. Reports will be readily available indicating OFFEROR'S performance on areas of concern.

1) A liquidated damage may be assessed at the rate of One Hundred-Fifty Dollars ($150.00) per occurrence per day for each time a wheelchair lift, or destination sign does not function when needed.

2) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per day for each incident where the exterior and/or interior of the bus are not clean.

    a. A BONUS of One Hundred Dollars ($50.00) per month will paid to the Employee Bonus Fund for each month in which a customer submits a positive customer comment about the cleanliness of the vehicle. Maximum of one payment per month.

   An incident shall mean any vehicle inspected while in revenue service or during a pre-planned inspection/audit by authorized SOLTRANS personnel; which is found to not meet the expectations for cleanliness.

3) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per occurrence for failure of heating or air conditioning system to function properly in revenue service and a complaint is received as a result of the incident.

4) A liquidated damage may be assessed at the rate of Five Hundred Dollars ($500.00) per occurrence, per day, per bus for failure to follow the preventive maintenance program of SOLTRANS and as mandated by the Federal Transit Administration (FTA). Failure shall be defined as when the bus is in need of the next scheduled maintenance procedure, yet the bus

is in revenue service and the odometer indicates that the bus has gone beyond 10% of the scheduled interval. Adherence to the preventive maintenance program is to be reported in the monthly report.

5) A liquidated damage may be assessed at the rate of Two Hundred Dollars ($200.00) per finding during a Federal Transit Administration (FTA) Triennial Review.

6) A liquidated damage may be assessed at the rate of Five Thousand Dollars ($5,000.00) if the OFFEROR fails to pass a California Highway Patrol (CHP) inspection. If the OFFEROR fails the subsequent CHP inspection (i.e. fails two inspections in a row), a liquidated damage may be assessed at the rate of Ten Thousand Dollars ($10,000.00). If the OFFEROR fails another subsequent CHP inspection, which would be the third failure in a row, a liquidated damage may be assessed at the rate of Twenty Thousand Dollars ($20,000.00) and may result in termination of the contract.

    a. A BONUS of Five Hundred Dollars ($500.00) will paid to the Employee Bonus Fund for each CHP BIT Inspection in which a CHP Officer fails to identify a single defect. Maximum of one payment per Biannual Inspection.

7) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per day for each incident where the exterior and/or interior of the Transit Center are not clean.

8) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per day for each incident where a damaged bus stop sign or bus shelter is not repaired or replaced within five days of notification.

9) A liquidated damage may be assessed at the rate of One Hundred Dollars ($100.00) per day for each incident where the bus stop or bus shelters are not cleaned on a regular basis.

10) A liquidated damage may be assessed at a rate of Five Hundred Dollars ($500.00) per occurrence if OFFEROR fails to submit a report, as required by SOLTRANS, and as identified in the RFP.

Transit Operation Services Contract

Between

Solano County Transit (SolTrans)

And

National Express Transit Services Corporation

July 1, 2013

TABLE OF CONTENTS

1 DEFINITIONS 5
2 SCOPE OF WORK 6
2.1 SCOPE OF SERVICES 6
2.2 CHANGES IN SERVICE 6
2.3 MODIFICATIONS TO CONTRACT 7
2.4 VERBAL AGREEMENT OR CONVERSATION 8
2.5 CONTRACTOR'S REPRESENTATIVE 8
3 TERM OF AGREEMENT 8
4 COMPENSATION, MANNER OF PAYMENT, NOTICES 8
4.1 COMPENSATION 8
4.2 MANNER OF PAYMENT 9
4.3 NOTICES 9
5 OWNERSHIP AND CONFIDENTIALITY 10
5.1 OWNERSHIP OF WORK 10
5.2 CONFIDENTIALITY 10
6 INDEMNIFICATION AND INSURANCE 11
6.1 RESPONSIBILITY: INDEMNIFICATION 11
6.2 INSURANCE 12
6.2.1 CONTRACTOR'S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE 12
6.3 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL 14
7 SUBCONTRACTING & ASSIGNMENT 15
7.1 USE OF SUBCONTRACTORS/SUBCONSULTANTS 15
7.2 CONTRACTOR'S STATUS 15
7.3 ASSIGNMENT 15
7.4 SolTrans WARRANTIES 15
7.5 SolTrans REPRESENTATIVE 15
8 CLAIMS, DISPUTES& TERMINATION 16
8.1 CLAIMS OR DISPUTES 16
8.2 REMEDIES 17
8.3 TERMINATION 17
8.4 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS 17
8.5 Liquidated damages 18
9 FEDERAL ASSURANCES 19
9.1 NON-DISCRIMINATION ASSURANCE-TITLE VI CIVIL RIGHTS ACT 19
9.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) 19
9.3 CONFLICT OF INTEREST 19
9.4 SUBSTANCE ABUSE PROGRAM 21
9.5 ACCOMMODATION for affordable health care act 22
9.6 ACCESS TO RECORDS AND REPORTS 23
9.7 Other federal Compliance requirements (federal clauses) 23

10 GENERAL TERMS 29
10.1 WAIVER 29
10.2 SEVERABILITY 29
10.3 NO THIRD PARTY BENEFICIARIES 29
10.4 APPLICABLE LAW 29
10.5 RIGHTS AND REMEDIES OF SolTrans 29
10.6 BINDING ON SUCCESSORS 29
10.7 ENTIRE AGREEMENT; MODIFICATION ..... **Error! Bookmark not defined.**

TRANSIT SERVICES OPERATIONS CONTRACT

THIS TRANSIT SERVICES OPERATIONS CONTRACT (***"Contract"***) is made as of July 1, 2013 between the SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq*. ("SolTrans") and National Express Transit Services Corporation ("CONTRACTOR"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. Public entities are authorized by Government Code section 26002 to furnish and operate public transportation services and by the Public Utilities Code section 99288 and Government Code section 31000 to contract with an operator to provide such services.

B. SolTrans was formed on November 30, 2010 as Joint Powers Authority between the Cities of Benicia and Vallejo and the Solano Transportation Authority whose purpose is to take advantage of the opportunities for more economical provision of transit services through economies of scale and to improve and expand the provision of a variety of transit services including, but not limited to, normal and customary intra-city bus transit, intercity transit, paratransit services, dial-a-ride, commuter and passenger ferries, and connecting transit to other transportation providers.

C. On October 19, 2012, SolTrans issued a Request for Proposals No.: RFP# 10-19-12 ("RFP") for transit operations services.

D. Prior to the submission of proposals by interested firms, SolTrans issued seven addendum to the RFP (Addendums) which amended or clarified requirements in the RFP and once issued, were incorporated into the RFP.

E. On January 22, 2013, CONTRACTOR submitted a proposal to provide transit operation services for SolTrans as requested in the RFP and Addendums.

F. On February 27, 2013, Contractor submitted a "Best and Final Offer" which was recommended to the SolTrans Board of Directors on March 21, 2013 for approval.

G. This Contract is intended to satisfy the requirements of Public Utilities Code section 99288, and the rules and regulations adopted by the State of California Secretary of Business, Transportation and Housing Agency, and the Metropolitan Transportation Commission, pursuant to Public Utilities Code section 99401, making a portion of SolTrans funds available under the Mills-Alquist-Deddeh Act of 1971, as amended.

H. CONTRACTOR represents that it is in the business and fully qualified in the field of public transportation, and is fully willing and able to perform this Contract at the specified costs, and with the specified level of service and quality, including all attached Exhibits, inclusive. SolTrans has awarded this Contract in reliance upon such representations, and on CONTRACTOR's particular skills, experience, and abilities as represented by CONTRACTOR.

I. That for and in consideration of the payments and obligations to be made and performed by SolTrans, the CONTRACTOR agrees with SolTrans, to provide transit operation services as required in this Contract from the date of execution for the prices set forth as full compensation in the manner specified and contained in the Contract and related Exhibits.

AGREEMENT

The Parties agree as follows:

1 DEFINITIONS

The following are definitions of special terms used in this document.

Authorized Signer: The person who is executing this Contract on behalf of the CONTRACTOR and who is authorized to bind the CONTRACTOR.

Best and Final Offer (BAFO): The last offer made by CONTRACTOR.

CONTRACTOR: The successful CONTRACTOR who is awarded a Contract for providing all services described in the contract documents.

Offer: A promise, if accepted, to deliver services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Procuring Agency: An agency seeking services through a competitive, solicitation process. In this case, Solano County Transit (SolTrans) is the procuring agency.

Project Manager: The person who is executing this Contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

Request for Proposals (RFP): The document that is issued by the Procuring Agency for services that it desires to outsource to a Contractor for managing and delivering on its behalf. The RFP outlines the scope of work and requirements for CONTRACTORS.

Solicitation: Procuring Agency's Request for Proposals.

WETA: Water Emergency Transportation Authority

2 SCOPE OF WORK

2.1 SCOPE OF SERVICES

A. This is an agreement to provide transit operation services. The CONTRACTOR agrees to provide these services to SolTrans in accordance with the terms and conditions of this Contract. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of CONTRACTORs with special expertise in providing all bus operations, maintenance, management, courteous service, operating and supervisory staff, and to provide lubricants and other supplies and equipment as relate to operate the Transportation Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations -in active status throughout the duration of this engagement.

B. The scope of the CONTRACTOR's services shall consist of the services set forth in the Request for Proposals dated October 19, 2012, including all addenda, attached and incorporated herein as Exhibit A, as supplemented by CONTRACTOR's written proposal dated January 22, 2013, attached and incorporated herein as Exhibit B.

C. As part of its scope and services, CONTRACTOR shall, at its sole cost and expense, obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any agency to enable CONTRACTOR to perform this Contract, and shall provide copies of all such entitlements to SolTrans when received by CONTRACTOR.

2.2 CHANGES IN SERVICE

A. SolTrans shall reimburse CONTRACTOR for each Vehicle Revenue Hour (VRH) that is deployed as per the published fixed route timetables, or other previously specified hours for special events or other services. A VRH does not include initial travel time from CONTRACTOR's office, facility, or driver's break location to the first passenger's pick-up location. A VRH does not include travel time from the last passenger's drop-off location to CONTRACTOR's office, facilities or driver break destination. A VRH does not include vehicle pre-or post-trip inspections, vehicle maintenance time, driver unpaid break times, meal breaks, fueling, or probing/vaulting operations. SolTrans does not pay for deadhead hours.

B. If applicable, SolTrans shall reimburse CONTRACTOR for each completed trip under the complementary paratransit or General Public Dial-a-Ride Program. SolTrans shall not compensate CONTRACTOR for any cancelled trips, as permitted by SolTrans policy, or

for any trips not completed due to CONTRACTOR failure.

C. SolTrans reserves the right to order an increase or decrease in the overall quantity of scheduled VRH(s) with thirty, (30) days written notice to CONTRACTOR. SolTrans reserves the right to reduce overall VRH(s) by up to **20%.** Such reduction shall not be considered a change in the Scope of Work under the CONTRACT.

D. SolTrans reserves the right to add additional VRH(s) by up to **20%.** Such addition shall not be considered a change in the Scope of Work under the contract.

E. Furthermore, should SolTrans require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, CONTRACTOR shall implement such changes within 30-calendar days from receipt of written notice to proceed by SolTrans General Manager or his/her designee.

F. Any changes outside of the aforementioned range or limits may be provided by CONTRACTOR at a separately negotiated fee.

2.3 MODIFICATIONS TO CONTRACT

A. SolTrans, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached to and made a part of this Contract. New provisions in excess of 20% of the Revenue Service Hours must be mutually agreeable to SolTrans and the CONTRACTOR. Contract Modifications must be authorized by the SolTrans Executive Director and must be executed as a written amendment to the Contract.

B. SolTrans shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed. In addition, SolTrans may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the CONTRACTOR results therefrom, extra payment will be made by SolTrans in an amount equal to the extended rate specified in the contract or as may be otherwise agreed to by SolTrans and CONTRACTOR in writing and in advance of such extra work. Furthermore, should SolTrans require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, CONTRACTOR shall implement such changes within 30-calendar days from receipt of written notice to proceed by SolTrans Executive Director or his/her designee.

2.4 VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of SolTrans shall affect or modify any terms or obligations of this Contract or subsequent amendments.

2.5 CONTRACTOR'S REPRESENTATIVE

It is understood and agreed by the parties that, at all times during the term of this Contract, that the CONTRACTOR's General Manager shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Contract. The CONTRACTOR may substitute this person with another person, who shall possess similar qualifications and experience for this position; however, SolTrans reserves the right to interview and/or approve each person presented for substitution prior to the substituted person providing services pursuant to this Contract.

3 TERM OF AGREEMENT

The CONTRACTOR shall furnish SolTrans with all the materials, equipment, and services called for under this Contract, and perform all other work, if any, described in the Exhibit A. The term of this Contract shall commence on July 1, 2013 and shall continue thereafter for a five-year period through June 30, 2018, unless terminated sooner pursuant to the Contract. SolTrans reserves the right, at its sole discretion, to exercise two one-year option terms. If SolTrans determines to exercise the option term(s), SolTrans will give the CONTRACTOR at least 90 days written notice of its determination.

4 COMPENSATION, MANNER OF PAYMENT, NOTICES

4.1 COMPENSATION

A. As compensation for the faithful performance by the CONTRACTOR of the service called for under the base term of this Contract, SolTrans shall pay the CONTRACTOR in accordance with this RFP at the rates set forth in the CONTRACTOR's Best and Final Offer dated February 26, 2013, incorporated into this Contract as Exhibit C. Total Compensation shall not exceed $7,698,326.90 for FY 2013-14.

B. On occasion, SolTrans may request CONTRACTOR to purchase and "pass through" invoices for items necessary to the services performed pursuant to this Contract. The goods purchased remain the property of SolTrans. The invoices shall not count against the agreed upon contracted Maximum Obligation.

4.2 MANNER OF PAYMENT

A. The CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period and the contract number. Specifically, CONTRACTOR shall present costs by function performed (i.e. Fixed Route, Paratransit, GP Dial-a-Ride, Maintenance) within the given month as based upon the agreed upon method by which SolTrans shall compensate CONTRACTOR.

B. SolTrans will pay approved invoices/billing statements within 30 calendar days of their receipt. SolTrans reserves the right to withhold payment to the CONTRACTOR if SolTrans disputes the amounts due and owing for performance by CONTRACTOR as previously documented by SolTrans to CONTRACTOR in writing or if the invoices/billing statements appear to SolTrans to be in error. SolTrans shall provide written notice to the CONTRACTOR within 10 business days of SolTrans' decision not to pay provided, however, that any amounts not in dispute shall be timely paid.

C. One copy of each invoice should be submitted via mail or soft copy format (PDF) via email as follows:

E-Mail: mona@SolTransride.com

Mail:
SolTrans
Attn: Mona Babauta
311 Sacramento Street
Vallejo, CA 94590

4.3 NOTICES

A. All communications relating to the day-to-day activities of the provided services shall be exchanged between SolTrans' designee and the CONTRACTOR's designee.

B. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by national overnight courier addressed as follows:

If to SolTrans: Executive Director: Mona Babauta
Solano County Transit (SolTrans)
311 Sacramento Street
Vallejo, CA 94590

If to the CONTRACTOR:

Mr. Peter J. Settle, Chief Executive Officer
8041 Hosbrook Road, Suite 330
Cincinnati, OH 45236

Copy to
Legal Department
National Express Transit Services Corporation
4500 Weaver Parkway
Warrenville, Illinois 60555

C. The address to which mailings may be made may be changed from time to time by notice e-mailed as described above.

5 OWNERSHIP AND CONFIDENTIALITY

5.1 OWNERSHIP OF WORK

A. All reports, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for reporting on the performance of the services to be performed by CONTRACTOR shall be and are the property of SolTrans. SolTrans shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the services pursuant to this Contract shall be immediately delivered to SolTrans. If any materials are lost, damaged, or destroyed before final delivery to SolTrans, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Contract for its use in its general business activities.

B. Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Contract are hereby assigned to SolTrans. The CONTRACTOR agrees to execute any additional documents which may be necessary to evidence such assignment.

5.2 CONFIDENTIALITY

A. Any SolTrans materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Contract ("Confidential Information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the

officers, employees and agents of the CONTRACTOR as necessary to perform the services set forth in Section 1 of this Contract; provided, however that Confidential Information does not include information that CONTRACTOR can demonstrate: (x) was known to the CONTRACTOR prior to disclosure by SolTrans, (y) is or becomes generally available to the public other than as a result of disclosure, directly or indirectly, by CONTRACTOR, or (z) becomes available to CONTRACTOR on a non-confidential basis from a source other SolTrans

B. The CONTRACTOR, its employees, subcontractors, sub-consultants and agents, shall not release any reports, information, or other materials prepared in connection with this Contract, whether deemed Confidential Information or not, without the approval of SolTrans' Executive Director or designee.

6 INDEMNIFICATION AND INSURANCE

6.1 RESPONSIBILITY: INDEMNIFICATION

A. CONTRACTOR agrees to, and will, indemnify and hold SolTrans, its directors, officers, agents, employees, and certified volunteers as maintained in SolTrans log, (hereinafter, collectively, "Owner Indemnities") harmless from, and defend Indemnities against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the CONTRACTOR (hereinafter referred to collectively as "Claims and Damages") which may arise from the CONTRACTOR's provision of the Transportation Services as contemplated by this Contract excepting the negligence or willful misconduct of Owner.

B. CONTRACTOR shall also indemnify and hold harmless SolTrans, its agents, officers and employees from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of non-revenue vehicles (excluding buses) and any automobiles registered to, owned by or used by CONTRACTOR in the provision of Transportation Services; and 2) arising from CONTRACTOR's obligations to its employees under Workers' Compensation and any amendments or successor acts thereto. With respect to those matters referred to above, the CONTRACTOR shall also have the duty to defend as well as to indemnify and hold harmless SolTrans.

C. If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained in accordance with the terms of this Contract.

6.2 INSURANCE

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Contract by any subcontractors, sub-consultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Contractor Representatives") that CONTRACTOR authorizes to work under this Contract. The CONTRACTOR and all Contractor Representatives are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Contract.

CONTRACTOR is also required to assess the risks associated with work to be performed by Contractor Representatives under subcontract and to include in every subcontract the requirement that the Contractor Representative maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that any Contractor Representative does not procure and maintain such insurance coverage, the CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of Contractor Representatives in the absence of coverage. In the event CONTRACTOR or Contractor Representatives procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from SolTrans. SolTrans acknowledges that it has reviewed the insurance certificates and insurance provided by CONTRACTOR and has determined that such coverage and certificates are acceptable.

6.2.1 CONTRACTOR'S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE

A. Without limiting CONTRACTOR's obligation to indemnify SolTrans, CONTRACTOR must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by CONTRACTOR, CONTRACTOR's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1)

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) A Crime Insurance policy covering CONTRACTOR'S employees or outsiders for loss of or damage to money, securities, or other property resulting from theft. In lieu of a Client Property Blanket Bond, Contractor

may provide a policy that contains a Joint Loss Payee endorsement or other Third Party coverage naming SolTrans.

C. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$15,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$15,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employee Theft Insurance/ Crime Insurance	**$250,000**	per Employee Dishonesty
	$250,000	per Client Property Blanket Bond
	$250,000	per Computer Fraud incident
	$ 50,000	per Inside or Outside Premises
	$ 250,000	per Depositors Forgery.

D. If CONTRACTOR maintains higher limits than the minimums shown above, SolTrans is entitled to coverage for the higher limits maintained by CONTRACTOR.

E. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) SolTrans, the cities of Benicia and Vallejo, WETA, and the respective officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.

(2) For any claims related to work performed under this Contract, CONTRACTOR's insurance coverage must be primary insurance with respect to the SolTrans, the cities of Benicia and Vallejo, WETA and the respective officers, officials, agents, employees, and volunteers. Any

insurance or self-insurance maintained by SolTrans, the cities or Benicia or Vallejo, the respective officers, officials, agents, employees, or volunteers is excess of CONTRACTOR's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by CONTRACTOR, except after 30 days prior written notice has been provided to SolTrans.

G. Waiver of Subrogation

(1) CONTRACTOR agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of SolTrans for all work performed by CONTRACTOR, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to SolTrans.

I. Verification of Coverage

(1) CONTRACTOR must furnish SolTrans with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by SolTrans or, if on other than SolTrans's forms, must conform to SolTrans's requirements and be acceptable to SolTrans.

(3) SolTrans must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) SolTrans reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Failure to have insurance as specified in Exhibit D shall trigger a penalty in the amount of $5000 per day per violation.

6.3 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL

The CONTRACTOR shall provide SolTrans with a series of Performance Bonds. Pursuant to the RFP, the CONTRACTOR shall maintain a valid Performance Bond in a form satisfactory to SolTrans, and in an amount equal to the value of the fifth year of operations (FY 2017-18) as set forth in Exhibit C throughout the entire term of this Contract, including option years if exercised, guaranteeing the CONTRACTOR's full performance under this Contract. The CONTRACTOR shall file a renewed Performance Bond with SolTrans a minimum of 120 days prior to any expiration date indicated on an existing Performance Bond. The Performance Bond then in place shall terminate automatically upon provision of a replacement Performance Bond.

At no time during the term of the Contract, including any option terms that may be exercised, will there be any gap in coverage of a valid Performance Bond. Failure to provide continuous coverage of a Performance Bond will constitute a material breach. If no replacement Performance Bond is provided as required, the existing Performance Bond shall continue in effect for its full term, but CONTRACTOR may be deemed in material breach of the contract if CONTRACTOR fails to provide a replacement bond in the manner described above.

7 SUBCONTRACTING & ASSIGNMENT

7.1 USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONTRACTOR shall not subcontract any services to be performed by it under this Contract without the prior written approval of SolTrans, except for service firms engaged in drawing, reprographics, typing, and printing. Any subcontractors/sub-consultants must be engaged under written contract with the CONTRACTOR with provisions requiring the Subcontractor/Subconsultant to comply with all requirements of this Contract.

7.2 CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of SolTrans. The CONTRACTOR is and shall be an independent contractor and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

7.3 ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of SolTrans.

7.4 SOLTRANS WARRANTIES

SolTrans makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract. SolTrans warrants that the vehicles and equipment supplied to CONTRACTOR as of the date of commencement of CONTRACTOR's operations under this Contract are road worthy and the facilities to be occupied are in compliance with applicable building codes and are OSHA compliant.

7.5 SOLTRANS REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of SolTrans, SolTrans' Executive Director, or such person or persons as he/she shall designate in

writing from time to time, shall represent and act for SolTrans. For purposes of overseeing the day to day operations of CONTRACTOR, SolTrans' representative shall be the Planning and Operations Manager.

8 CLAIMS, DISPUTES& TERMINATION

8.1 CLAIMS OR DISPUTES

A. The CONTRACTOR shall be solely responsible for providing timely written notice to SolTrans of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is SolTrans' intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

B. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by SolTrans, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given SolTrans due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

C. If based on an act or failure to act by SolTrans, such notice shall be given to SolTrans prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

D. If there is a dispute over any claim arising out of this Contract including but not limited to performance, amounts due and owing, results of an audit or inspection, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by SolTrans, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work that is the basis of any dispute. If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a contract modification to document the resolution of the claim or if a contract modification is not required, will document the resolution accordingly. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Contract.

8.2 REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Contract in any way, SolTrans reserves the right to implement administrative remedies which may include, but are not limited to, withholding of payments , and termination of the Contract in whole or in part. Prior to exercising any administrative remedy, SolTrans shall promptly notify CONTRACTOR in writing if CONTRACTOR is in default of CONTRACTOR's performance under this Contract. If CONTRACTOR fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and CONTRACTOR fails to commence to cure the default within 30 days after notification, SolTrans reserves the right to either cure the default at its own expense which shall be chargeable to CONTRACTOR or terminate this Contract pursuant to Section 8.3 below.

8.3 TERMINATION

A. SolTrans shall have the right to terminate this Contract at any time for cause or convenience by giving ninety (90) days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any r expenditure of time or resources past the ninety (90) day period.

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

C. SolTrans shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Contract.

8.4 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

A. All CONTRACTOR and subcontractor/sub-consultant costs incurred in the performance of this Contract will be subject to audit upon advance notice and on a reasonable basis not disruptive to CONTRACTOR'S operations. The audit will be conducted by personnel qualified and experienced in audits of this nature and subject to a confidentiality agreement that names CONTRACTOR as a third party beneficiary. The CONTRACTOR and its subcontractors/sub-consultants shall permit SolTrans, or its authorized

representatives to inspect, examine, make excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Contract. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. The CONTRACTOR shall retain these records and make them available for inspection for a period of six (6) years from the date of creation of each record.

B. If, as a result of the audit, it is determined by SolTrans' auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse SolTrans for those costs within sixty (60) days of written notification by SolTrans; provided, however, if Contractor disagrees with the results of the audit, Contractor shall have the ability to subject to a claims dispute process in accordance with Section 8.

8.5 LIQUIDATED DAMAGES

The RFP sets forth conditions under which liquidated damages may be assessed by Sol Trans against the CONTRACTOR. In order to implement an effective liquidated damages arrangement, within thirty (30) day of receipt of the monthly invoice from CONTRACTOR, Sol Trans will notify CONTRACTOR in writing (email is an acceptable form of writing) as to any liquidated damages to be assessed during the specified invoice period and the specifics of the occurrence giving rise to such liquidated damage claim. The CONTRACTOR has ten (10) business days thereafter to review the claim(s) for liquidated damages made by Sol Trans and provide any information that refutes such claim(s) to Sol Trans. If there is any continued disagreement, the parties shall address such dispute in accordance with the dispute resolution provisions set forth in Section 8.1 and the payment of such refuted claims for liquidated damages shall be held in abeyance until the dispute is resolved. Failure to timely notify shall relieve CONTRACTOR of its obligation to pay liquidated damages for such occurrence. This Agreement does not provide Sol Trans with a unilateral right to set off and Sol Trans cannot deduct the liquidated damages from payment due CONTRACTOR until CONTRACTOR has confirmed in writing (email is an acceptable form of writing) to Sol Trans that the claim and amounts are appropriate. No claims for liquidated damages may be made after the invoice period for incidents occurring within the invoice period.

9 FEDERAL ASSURANCES

9.1 NON-DISCRIMINATION ASSURANCE-TITLE VI CIVIL RIGHTS ACT

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq*., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and sub-consultants by including this assurance in all subcontracts entered into under 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 SolTrans deems appropriate.

9.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Contract the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9.3 CONFLICT OF INTEREST

Conflict of Interest terms will be in force throughout the term of this Contract. More specifically, the following apply:

A. General

1. Depending on the nature of the work performed, a CONTRACTOR of SolTrans may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern SolTrans' employees and officials (Cal. Govt. Code section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the term of the Contract, CONTRACTOR and its employees may be required to disclose financial interests.

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

3. No person previously in the position of Director, Officer, employee or agent of SolTrans during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before SolTrans, or any Officer or employee of SolTrans, for a period of one (1) year after leaving office or employment with SolTrans if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

1. CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to SolTrans; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Contract.

2. CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

3. If at any time during the term of this Contract CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately shall provide SolTrans with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

4. In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by SolTrans, SolTrans will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. SolTrans' determination as to the manner in which to address the conflict shall be final.

5. During the term of this Contract, CONTRACTOR must maintain lists of its employees, and the subcontractors and independent contractors used and their employees. CONTRACTOR must provide this information to SolTrans upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. CONTRACTOR shall retain these records for a period of five (5) years from the date of creation of the record. Such lists may be published as part of future SolTrans solicitations.

6. CONTRACTOR shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONTRACTOR shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

7. Failure to comply with this section may subject the CONTRACTOR to damages incurred by SolTrans in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Contract for breach.

9.4 SUBSTANCE ABUSE PROGRAM

A. SolTrans adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, SolTrans requires that CONTRACTORs who "stand in the shoes" of SolTrans are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. CONTRACTOR is required to comply fully with all Department of Transportation ("DOT") and Federal Transit Administration ("FTA") regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The CONTRACTOR's policy, testing program and training must comply with these regulations: 49 CFR Part

655, (“*Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”*) and 49 CFR Part 655, ("*Procedures for Transportation Workplace Drug and Alcohol Testing Procedures*”).

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

C. The CONTRACTOR must notify SolTrans’ Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test. Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

D. CONTRACTOR must fully cooperate with SolTrans in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that SolTrans requires of CONTRACTOR subject to applicable laws and current CONTRACTOR policies and procedures. CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to SolTrans.

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

9.5 ACCOMMODATION FOR AFFORDABLE HEALTH CARE ACT

Notwithstanding any contrary statements in this Contract or any documents/exhibits incorporated in by reference, in the event any federal state, local, or other government body’s statutes, laws, rules, or regulations materially impact CONTRACTOR’s methods and/or costs in connection with the provision of services pursuant to this Contract specifically related to the Federal Affordable Health Care Act during the term of this Contract, CONTRACTOR, may, upon written notice to SolTrans, request a renegotiation of this Contract which shall be conducted in good faith. Such renegotiation may include, without limitation, changes in rates, term payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Contract resulting from such renegotiation shall become effective upon the execution of a written amendment to this Contract at a mutually agreed upon date.

9.6 ACCESS TO RECORDS AND REPORTS

1. In accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide SolTrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions upon advance notice and on a reasonable basis not disruptive to CONTRACTOR'S operations. The audit will be conducted by personnel qualified and experienced in audits of this nature and subject to a confidentiality agreement that names CONTRACTOR as a third party beneficiary.

2. Subject to law, the CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever as reasonably needed.

3. Subject to the law, the CONTRACTOR agrees to allow regular access to any and all data collected in the performance of this agreement, including performance tracking software, vehicle maintenance software, dispatching software, etc.

9.7 OTHER FEDERAL COMPLIANCE REQUIREMENTS (FEDERAL CLAUSES)

A. **Federal Changes -** CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SOLTRANS and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

B. **No Obligation by the Federal Government –**
   a. SOLTRANS and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in the approval of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SOLTRANS, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
   b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. **Program Fraud and False or Fraudulent Statements or Related Acts** –
   a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this 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 Contract or the FTA assisted project for which this Contract work is

being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

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

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

D. Incorporation of Federal Transit Administration (FTA) Terms The preceding federal provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary in this Contract notwithstanding, all FTA mandated terms shall be deemed to 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 SolTrans requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

E. Disadvantaged Business Enterprises

a. 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%. SOLTRANS' overall goal for DBE participation at the time of Contract execution is 2.05 %, but may be amended throughout the term of this Contract; provided that CONTRACTOR is notified in writing thereof.

b. CONTRACTOR will report its DBE participation obtained through race-neutral means throughout the period of performance.

F. Subcontractors

a. CONTRACTOR will be required to pay its subcontractors performing work related to this RFP for satisfactory performance of that work no later than 30 days after CONTRACTOR'S receipt of payment for that work from SOLTRANS. In addition, CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by SolTrans and CONTRACTOR'S receipt of the partial retainage payment related to the subcontractor's work.

b. CONTRACTOR must promptly notify SolTrans, whenever a listed subcontractor performing work related to this contract is terminated or fails to complete its work. CONTRACTOR may not terminate any listed subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SolTrans.

G. Suspension and Debarment

a. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

b. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

H. 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 SolTrans.

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

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

L. Contract Work Hours and Safety Standards

(1) Overtime requirements – Neither the CONTRACTOR or its subcontractor(s) contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall not 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 the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen 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 - SolTrans 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - CONTRACTOR or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (1) of this section and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set forth in paragraph (1) of this section.

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

N. School Bus Operations Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, SolTrans, as a recipient and/or subrecipient of FTA assistance, may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. Accordingly, the services to be performed pursuant to this Contract will not include the operation of exclusive school bus services nor will SolTrans equipment, vehicles, or facilities be used for the same.,

O. Federal Privacy Act Requirements 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, CONTRACTOR

agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P. Recovered Materials 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.

Q. Safe Operation of Motor Vehicles

CONTRACTOR agrees as follows:

A. Seat Belt Use - In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles.

B. Distracted Driving, Including Text Messaging While Driving - In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, CONTRACTOR is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this section Provision:

a. "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

b. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

a. Contractor-owned or Contractor-rented vehicles or Government owned, leased or rented vehicles;

b. Privately-owned vehicles when on official contract related business or when performing any work for or on behalf of SolTrans; or

c. Any vehicle, on or off duty, and using an employer supplied electronic device.

R. Energy Conservation CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

S. Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

10 GENERAL TERMS

10.1 WAIVER

Any waiver of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Contract shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

10.2 SEVERABILITY

If any provision of this Contract shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract shall remain in full force and effect.

10.3 NO THIRD PARTY BENEFICIARIES

This Contract is not for the benefit of any person or entity other than the parties.

10.4 APPLICABLE LAW

This Contract, its interpretation and all work performed under it shall be governed by the laws of the State of California with venue residing in Solano County in the State of California. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of SolTrans.

10.5 RIGHTS AND REMEDIES OF SOLTRANS

The rights and remedies of SolTrans provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

10.6 BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

ENTIRE AGREEMENT; MODIFICATION

This Contract for Services, including any attachments, constitutes the complete Contract between the parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both the CONTRACTOR and SolTrans. The Contract documents are intended to be complementary and interpreted in harmony so as to avoid any conflict. In the event of a conflict between the terms and conditions of this Contract and the attachments, the parties agree that the order of precedence shall be the terms and conditions of this Contract, the RFP, the CONTRACTOR'S bid response and the CONTRACTOR'S BAFO.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized officers as of the Effective Date.

SOLANO COUNTY TRANSIT	CONTRACTOR:
Mona A. Babauta	PETER J. SETTLE
PRINTED NAME	PRINTED NAME
	President VP AND TREASURER
TITLE: EXECUTIVE DIRECTOR	TITLE: CEO

Note: If the CONTRACTOR is a Corporation, this Contract must be executed by two Corporate Officers, consisting of:

(1) the President, Vice President or Chair of the Board, *and*

(2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to SolTrans is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

FIRST AMENDMENT TO TRANSIT SERVICES OPERATIONS CONTRACT

This First Amendment (First Amendment) to the Transit Services Operations Contract is entered into as of May 18, 2017 between SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq.* ("SolTrans") and National Express ("Contractor"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. The Parties entered into Transit Services Operations Contract ("Contract") in which Contractor agreed to provide consolidated transit services to SolTrans.

B. The Parties desire to amend the Contract to add the responsibilities associated with adding a new transit stop in San Francisco.

C. The Parties agree to amend the Contract as set forth below.

AGREEMENT

1. Section 6.2.1.E is amended in part to add the following:

   E. Other Insurance Provisions

   (4) Contractor shall name the Alameda-Contra Costa Transit District (ACTransit) as additional insured for all policies and coverages provided under this Contract. Such policies shall provide for Notice of Cancellation to ACTransit.

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

SOLANO COUNTY TRANSIT

By MJ Scanlon
Michael Scanlon
Interim Executive Director

NATIONAL EXPRESS TRANSIT CORPORATION

By JH Crawford
Judith Crawford
CEO-Transit

APPROVED AS TO FORM

By Bernadette Cary
SolTrans Legal Counsel

ORIGINAL

SECOND AMENDMENT TO TRANSIT SERVICES OPERATIONS CONTRACT

This Second Amendment (Second Amendment) to the Transit Services Operations Contract is entered into as of February 15, 2018 between the SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq.* ("SolTrans") and National Express ("CONTRACTOR"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. The Parties entered into the Transit Services Operations Contract (***"Contract"***) in which Contractor agreed to provide consolidated transit services to SolTrans.

B. The Parties amended the Contract on May 18, 2017 ("First Amendment") to add responsibilities associated with adding a new transit stop in San Francisco, specifically amending Section 6.2.1 E of the Contract.

C. The Parties desire to amend the Contract to eliminate Contractor's responsibilities related to staffing the ticket counters at the Vallejo Ferry Terminal and to reduce the costs associated with providing this service.

D. The Parties agree to amend the Contract as set forth below.

AGREEMENT

1. Section 2.1. is amended in part to add the following:

   D. Effective July 1, 2015, the responsibility to staff the Vallejo Ferry Terminal Ticket Office is no longer required and therefore eliminated from the Contract.

2. Section 4.1 is amended in part to add the following:

   C. Costs associated with the elimination of the responsibility of staffing the Vallejo Ferry Terminal Ticket Office shall reduce the overall Contract amount by One Hundred Twenty Thousand Dollars ($120,000.00) effective July 1, 2015. To adjust for the yearly price escalation in the Contractor's originally accepted Best and Final Offer (BAFO), this cost reduction shall be escalated by four percent (4%) each fiscal year thereafter and shall apply to any option years exercised by SolTrans.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

SOLANO COUNTY TRANSIT

By _____
BETH KRANDA,
Executive Director

NATIONAL EXPRESS TRANSIT CORPORATION

By _____
JUDITH CRAWFORD,
CEO-Transit

APPROVED AS TO FORM

By _____
SolTrans Legal Counsel

ORIGINAL

THIRD AMENDMENT TO TRANSIT SERVICES OPERATIONS CONTRACT

This Third Amendment ("Third Amendment") to the Transit Services Operations Contract is entered into as of April 1, 2018 between the SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq.* ("SolTrans") and National Express ("CONTRACTOR"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. The Parties entered into the Transit Services Operations Contract (***"Contract"***) on July 1, 2013 in which Contractor agreed to provide consolidated transit services to SolTrans.

B. The Parties amended the Contract on May 18, 2017 ("First Amendment") to add responsibilities associated with adding a new transit stop in San Francisco, specifically amending Section 6.2.1 E of the Contract.

C. The Parties amended the Contract once again on February 15, 2018 ("Second Amendment") to eliminate the responsibilities related to staffing the Vallejo Ferry Terminal Ticket Office and to reduce the costs associated with providing those services.

D. The Parties desire to amend the Contract a third time to exercise the first option to extend the term of the Agreement for one additional year.

E. The Parties agree to amend the Contract as set forth below.

AGREEMENT

1. Section 3 entitled TERM OF AGREEMENT, is amended to read as follows:

A. Extended Term. The base term of the Agreement is currently scheduled to expire on June 30, 2018. The term of the Agreement is extended to and shall expire on June 30, 2019, unless terminated sooner pursuant to the Contract.

B. Remaining Option Term(s). Upon expiration of the extended term ending June 30, 2019, SolTrans, at its sole discretion, may exercise the last remaining option term of the Agreement and shall have a final expiration date of June 30, 2020. If SolTrans determines to exercise this last option term, SolTrans will give the CONTRACTOR at least 90 days written notice of its determination.

Except as set forth in this Third Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

SOLANO COUNTY TRANSIT

By _____
BETH KRANDA, Executive Director

NATIONAL EXPRESS TRANSIT CORPORATION

By _____
JUDITH CRAWFORD, CEO-Transit

APPROVED AS TO FORM

By _____
SolTrans Legal Counsel

FOURTH AMENDMENT TO TRANSIT SERVICES OPERATIONS CONTRACT

This Fourth Amendment ("Fourth Amendment") to the Transit Services Operations Contract is entered into as of February 21, 2019 between the SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq*. ("SolTrans") and National Express ("CONTRACTOR"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. The Parties entered into the Transit Services Operations Contract (***"Contract"***) on July 1, 2013 in which Contractor agreed to provide consolidated transit services to SolTrans.

B. The Parties amended the Contract on May 18, 2017 ("First Amendment") to add responsibilities associated with adding a new transit stop in San Francisco, specifically amending Section 6.2.1 E of the Contract.

C. The Parties amended the Contract a second time on February 15, 2018 ("Second Amendment") to eliminate the responsibilities related to staffing the Vallejo Ferry Terminal Ticket Office and to reduce the costs associated with providing those services.

D. The Parties amended the Contract a third time on April 1, 2018 to exercise the first option term to extend the term of the Agreement for one year.

E. The Parties desire to amend the Contract a fourth time to exercise the last and final option to extend the term of the Agreement.

F. The Parties agree to amend the Contract as set forth below.

AGREEMENT

1. Section 3 entitled TERM OF AGREEMENT, is amended to read as follows:

   A. Extended Term. The first option term of the Agreement is currently scheduled to expire on June 30, 2019, therefore the term of the Agreement is extended to and shall expire on June 30, 2020, unless terminated sooner pursuant to the Contract.

   B. Remaining Option Term(s). There are no additional option terms remaining on the Contract. This Agreement has a final expiration date of June 30, 2020.

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

SOLANO COUNTY TRANSIT

By _____
BETH KRANDA, Executive Director

APPROVED AS TO FORM

By _____
SolTrans Legal Counsel

NATIONAL EXPRESS TRANSIT CORPORATION

By _____
JUDITH CRAWFORD, CEO-Transit

FIFTH AMENDMENT TO TRANSIT OPERATIONS SERVICES CONTRACT

This Fifth Amendment ("Fifth Amendment") to the Transit Operations Services Contract is entered into as of June _____, 2020 between the SOLANO COUNTY TRANSIT, a California joint powers authority existing pursuant to Government Code section 6500, *et seq.* ("SolTrans") and NATIONAL EXPRESS TRANSIT CORPORATION ("CONTRACTOR"), (collectively, the "Parties" and individually as a "Party").

RECITALS

A. The Parties entered into the Transit Services Operations Contract (***"Contract"***) on July 1, 2013 in which Contractor agreed to provide consolidated transit services to SolTrans.

B. The Parties amended the Contract on May 18, 2017 ("First Amendment") to add responsibilities associated with adding a new transit stop in San Francisco, specifically amending Section 6.2.1 E of the Contract.

C. The Parties amended the Contract a second time on February 15, 2018 ("Second Amendment") to eliminate the responsibilities related to staffing the Vallejo Ferry Terminal Ticket Office and to reduce the costs associated with providing those services.

D. The Parties amended the Contract a third time on April 1, 2018 to exercise the first option term to extend the term of the Agreement for one year.

E. The Parties amended the Contract a fourth time on February 21, 2019 to exercise the last and final option to extend the term of the Agreement.

F. In light of the ongoing public health crisis and crippling economic downturn as a result of the COVID-19 pandemic, it is in the public interest to extend the term of this Agreement during this time of great uncertainty, and therefore the Parties agree to amend the contract a fifth time to extend the term of the agreement by one additional year, and to make other changes to the agreement as needed in support of the extension.

G. The Parties agree to amend the Contract as set forth below.

AGREEMENT

1. Section 2.2 entitled CHANGES IN SERVICE, is amended in part to delete Paragraphs C, D, and E and replace with the following:

   C. SolTrans reserves the right to order an increase or decrease in the overall quantity of scheduled VRH(s) with thirty, (30) days written notice to CONTRACTOR. If the required changes cannot be made within 30 days, CONTRACTOR shall implement the changes as soon as possible thereafter subject to approval by SolTrans, which shall not be unreasonably withheld.

   D. SolTrans reserves the right increase or decrease VRH(s) by up to **20%.** Such addition or reduction shall not be considered a change in the Scope of Work under the contract.

   E. Should SolTrans require an increase beyond **20%** of overall VRH(s) during the FY2020-21 extension period, either Party may request via written notice, and the Parties mutually agree to negotiate in good faith, a price adjustment reflective of any changes in CONTRACTOR's real costs (variable and/or fixed) resulting from the increase in hours

2. Section 2.3 entitled MODIFICATIONS TO CONTRACT, is deleted in its entirety and amended to read as follows:

   A. SolTrans, in consultation with CONTRACTOR, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly at a rate agreeable to both Parties. Any non-material alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached to and made a part of this Contract. Contract Modifications must be mutually agreed to by both Parties and executed as a written amendment to the Contract.

   B. SolTrans shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed. Such changes shall not be considered a change in the Scope of Work under the Contract unless such changes render Contractor's performance (at the current compensation rate) of this Agreement commercially infeasible. Contractor, upon written notice to SolTrans, may request an adjustment to [Compensation/Rates] based upon material changes in routes, which shall be negotiated in good faith.

   C. In addition, SolTrans may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the CONTRACTOR results therefrom, extra payment will be made by SolTrans in an amount equal to the extended rate specified in the contract or as may be otherwise agreed to by SolTrans and CONTRACTOR in writing and in advance of such extra work.

3. Section 3 entitled TERM OF AGREEMENT, is amended to add the following:

   The last option term of the Agreement is currently scheduled to expire on June 30, 2020, however in response to the situation presented by the COVID-19 Pandemic the term of the Agreement is now extended to and shall expire on June 30, 2021, unless terminated sooner pursuant to the Contract.

4. Section 4.1 entitled COMPENSATION, is amended to read as follows:

   A. As compensation for the faithful performance by the CONTRACTOR of the service called for under this Fifth Amendment, SolTrans shall pay the CONTRACTOR at the rate of $59.69 per Vehicle Revenue Hour for Local Fixed Route, Express Fixed Route and Paratransit operations, plus a fixed monthly fee of $319,830.83, and all reimbursable costs. Total Compensation for FY2020-21 will be based on the number of Vehicle Revenue Hours performed.

   B. CONTRACTOR will purchase and "pass through" invoices for all fleet maintenance parts and consumables necessary to maintain the SolTrans revenue and non-revenue vehicle fleets and for ad-hoc maintenance and repairs as well as utilities and other costs associated with upkeep of the operations and maintenance facilities. On occasion, SolTrans may also request CONTRACTOR to purchase and "pass through" invoices for items necessary to the services performed pursuant to this Contract. The goods purchased remain the property of SolTrans. Body work, accident repairs, and costs incurred due to CONTRACTOR negligence remain the responsibility of the CONTRACTOR. CONTRACTOR is not responsible for any cost incurred due to the negligence of SolTrans or SolTrans staff.

4. Section 4.2 entitled MANNER OF PAYMENT, is amended in part to delete Paragraph A and replace it with the following:

   A. The CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work

performed during the invoice period and the contract number. Specifically, CONTRACTOR shall present costs by function performed (i.e. Local Fixed Route, Express Fixed Route, Paratransit, fixed monthly costs, itemized passthrough costs, etc.) within the given month as based upon the agreed upon method by which SolTrans shall compensate CONTRACTOR. Passthrough expenses shall only be payable subject to verification and approval by SolTrans, which shall not be unreasonably withheld.

5. Section 6.3 entitled PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL, is deleted in its entirety and replaced with:

   The CONTRACTOR shall provide SolTrans with, and maintain, a valid Performance Bond in a form satisfactory to SolTrans, and in an amount equal to **25%** of the value of contract extension period beginning July 1, 2020 (FY2020-21), guaranteeing the CONTRACTOR's full performance under this Contract extension. At no time during the term of the Contract, including any option terms that may be exercised, will there be any gap in coverage of a valid Performance Bond. Failure to provide continuous coverage of a Performance Bond will constitute a material breach.

Except as set forth in this Fifth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

SOLANO COUNTY TRANSIT

By _____
BETH KRANDA, Executive Director

NATIONAL EXPRESS TRANSIT CORPORATION

By _____
JUDITH CRAWFORD, CEO-Transit

APPROVED AS TO FORM

By _____
SolTrans Legal Counsel