

**REQUEST FOR
PROPOSALS**

**FIXED ROUTE, RUNABOUT ADA PARATRANSIT
AND COUNTY SERVICES**

RFP # 09-001

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REQUEST FOR PROPOSAL

RTA

REQUEST FOR PROPOSAL: 09-001

RFP ISSUE DATE: October 17, 2008

PROCUREMENT DESCRIPTION: Fixed Route, Runabout ADA Paratransit and Community Shuttle Services

PROPOSAL DUE DATE December 5, 2008

TIME & OPENING: December 5, 2008 3:00 PM Local Time
Late proposals will not be considered

PROPOSALS MUST BE DELIVERED TO THE RTA PROCUREMENT OFFICE

PRE-PROPOSAL CONFERENCE: Friday, November 7, 2008, 9:00 A.M., Local Time
(Details and location are provided on page 6.)

DEADLINE FOR INQUIRIES: Friday, November 14, 2008, 5:00 P.M. Local Time

Sealed Proposals must be received and in the actual possession of the RTA Office on or before the exact Proposal Due Date/Time indicated above. At this time Proposals will be opened and each Proposer's name will be publicly read. Prices are not read and are kept confidential until award. Late Proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, Proposer's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and submitted to the RTA Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will be rejected.

Proposers are asked to immediately and carefully read the entire Request For Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Manager, Finance and Administration.

Proposal Evaluation and Award Recommendations are publicly posted to the RTA web page (www.slorta.org) and at the RTA reception counter.

Submit one (1) unbound, original signed and complete Proposal for evaluation purposes. For this specific RFP, eight (8) additional Proposal copies are also to be submitted for evaluation purposes. Each Proposer may also submit nine (9) CD disks in pdf format identical to the paper copies. A late, unsigned and/or materially incomplete Proposal response will be considered non-responsive and rejected.

Vendor's Proposal Offer

It is REQUIRED that Proposer COMPLETE, SIGN and SUBMIT the original of this form to the RTA Procurement Office with their Proposal. An unsigned "Vendor's Proposal Offer", late Proposal and/or a materially incomplete Proposal will be considered non-responsive and rejected.

Proposer is to type or legibly write in ink all information required below.

Proposer's Company Name _____

Company Mailing Address _____

Company Street Address _____

Proposer Contact _____ Title _____

Contact's Phone No. _____ E-mail Address _____

Proposer's Company Tax Information:

Federal I.D. No. _____

City & State Where Sales Tax is Paid _____ , _____

THIS PROPOSAL IS OFFERED BY

Authorized Proposer (type or print in ink) _____

Proposer's Title (type of print in ink) _____

Date _____

REQUIRED SIGNATURE OF AUTHORIZED REPRESENTATIVE (Must Sign in ink)

By signing this Proposal, Proposer acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Proposer or potential Proposer. Failure to sign and return this form with the Proposal will result in the Proposal being considered non-responsive.

Signature of Authorized Representative

Date

PART I - INSTRUCTIONS TO PROPOSERS

Please note that these Instructions are to be read and followed by any Proposer and/or contracted vendor and that failure to follow these Instructions may result in the rejection of a Proposal for non-responsiveness or cancellation of Contract if already awarded.

1. Preparation of Proposal

It is the Proposer's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check Proposal responses for completeness and accuracy before submitting. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP are to be filed with the RTA not later than ten (10) days before Proposal due date and time. Negligence in preparing a Proposal confers no right of withdrawal after Proposal due date and time.

The RTA will not reimburse the cost of developing, presenting or providing any Proposal to this RFP.

2. Late, Unsigned and/or Incomplete Proposal

A late, unsigned and/or materially incomplete Proposal will be considered non-responsive and rejected. The RTA will not accept a signed letter by Proposer in lieu of a signed "Vendor's Proposal Offer" as provided in this RFP.

3. Inquiries

Questions regarding this RFP are to be directed *only* to the RTA Finance Manager identified on page 1 of this RFP unless another RTA contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, Proposer must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed Proposal and not opened until the official Proposal due date and time. Inquiries and questions should be asked of the RTA Finance Manager not later than November 14, 2008 at 5:00 PM. All questions and answers will be shared with all Proposers.

4. No Contact No Influence During the RFP Process

The RTA is conducting a competitive RFP process for the Contract, free from improper influence or lobbying. Except as allowed in the preceding paragraph, there shall be no contact between the Proposer and any member of the RTA Board, Manager, RFP Evaluator or any RTA employee or anyone connected with the process for or on behalf of the RTA. Contact includes direct or indirect contact by the Proposer, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process. Any violation of this prohibition may result in rejection of the Proposal.

5. Black Out Provision

No Proposer, including anyone acting directly or indirectly on behalf of such Proposer, shall attempt to influence any part of the process. From the time the RFP is issued until the RTA Board makes the Contract Award (the "Black-Out Period"), Proposers directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process including, to the extent permitted by law, the use of paid media; contacting or lobbying the RTA Board or Manager or any other RTA employee; contacting reporters; contacting RFP Evaluators; submitting letters, e-mail messages or other similar forms of communications to the editor of newspapers and other media for publication or ghostwriting or otherwise requesting others to submit such letters, e-mail messages or other similar forms of communications; answering questions regarding the RFP or their Proposals during the "Black-Out Period" or in any other way which could be construed to influence any part of the decision making process about this RFP.

6. Pre-Proposal Conference

A Pre-Proposal conference will be held on **Friday, November 7, 2008 from 9:00 a.m. to 11:00 a.m.**, for all parties interested in submitting a Proposal. Questions relating to Proposal procedures, Proposal requirements, and Proposal Evaluation will be answered. A list of attendees and written answers to questions that arise at the Pre-Proposal conference will be provided in the form of an Addendum. Also on **Friday, November 7, 2008, from 11:30 a.m. to 1:00 p.m.**, Proposers will be given the opportunity to tour the 179 Cross Street Maintenance Facility. If you need directions, please contact the RTA Office at 805 781-4472.

The Pre-Proposal conference shall be held at:

San Luis Obispo Regional Transit Authority
1150 Osos Street, Suite 206
San Luis Obispo, CA 93401

NOTE: No on-site parking available. Please park on the street or in the public parking structure located two blocks away on Marsh Street between Chorro Street and Morro Street. Call (805) 781-4472 for more information.

7. Withdrawal of Proposal

At any time before the specified Proposal due date and time, a Proposer may withdraw their Proposal. Proposer must present identification and documentation to indicate their authority to withdraw a Proposal.

8. Proposal Addendum

Receipt and acceptance of an RFP Addendum is to be acknowledged by signing and returning the document either with the Proposal or by separate envelope prior to Proposal due date and time. Failure to sign and return an Addendum prior to Proposal due date and time may make the Proposal offer non-responsive to that portion of the RFP that is materially affected by the respective Addendum.

9. Payment

For a single requirement purchase, the RTA will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term Contract purchases, the RTA will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.

10. Discounts

Any proposed payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

11. Compliance with RTA Solicitation Requirements and Award of Contract

Unless the Proposer states otherwise or unless it states otherwise in this RFP, the RTA reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the RTA. The RTA expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

A Proposer does not become a Contractor unless they receive a formal Contract Award Notice from the RTA Finance Office. Unless this RFP includes a separate Contract document or requires the Proposer to submit a Contract for review, a Contract is formed when the RTA Procurement Office provides a written Notice of Award to the successful Proposer. Proposals that take exception to the terms, conditions, Specifications and/or other requirements stated within this RFP may cause the Proposal to be considered non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this RFP. The RTA shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this RFP.

12. Proposal Results

Proposers are invited to attend the scheduled Proposal opening at which the name of each Proposer will be publicly read (not prices). After award of Proposal, an appointment may be made with the RTA Procurement Officer (identified on the page 2 of this RFP) and the Proposal documents may be reviewed with the Procurement Officer. Formal Award Recommendations will be placed on the RTA web page (www.slorta.org) and posted at the front counter of the RTA Office at least five (5) days before award of a contract. Parties interested in the outcome of a Proposal may check the RTA web page or check for posted awards at the RTA Office front counter.

13. Protests

Any actual or prospective Proposer who believes they are aggrieved in conjunction with this RFP or award of a Contract may file a protest with the RTA Office. A protest based upon any alleged improprieties occurring in this RFP prior to the Proposal due date and time shall be filed before the Proposal due date and time. A protest based upon any alleged improprieties occurring upon or after the Proposal due date and time shall be filed prior to the award of the contract. Protests concerning

alleged improprieties that do not exist in the initial solicitation but that allegedly exist in the subsequently incorporated addendum to the solicitation shall be filed by the next deadline date for receipt of addendum responses. A protest shall be in writing and include the protester's name, current address and telephone number, the signature of the protestor or its representative, identification of the solicitation or a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form**

The included IRS W-9 form is to be completed by Proposer and submitted with the Proposal. Prior to any Contract Award, this IRS W-9 form must be completed and submitted to the RTA.

15. **Compliance of Proposer/Contractor Forms**

Any forms (for example, separate Contract, maintenance agreement, training agreement) intended by the Proposer and/or Contractor to be utilized in relationship to any resulting Contract must be submitted with Proposal. Proposer and/or Contractor forms that take exception to any of the terms, conditions, Specifications and/or other requirements stated within this RFP may cause the Proposal response to be considered as non-responsive and rejected from consideration or a Contract Award to be void. Absolutely no Proposer/Contractor form will be considered unless submitted with Proposal and approved by the RTA. No RTA department is authorized to sign any Proposer and/or Contractor form(s) in relationship to this RFP and/or subsequent Contract without the RTA first reviewing the document for compliance with the RTA's solicitation and stamping/initialing the document as being in compliance.

16. **Proposal, Offer and Contract**

Proposals that take exception to Special Terms & Conditions stated within this RFP may cause the Proposal to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a Person or firm in the business of selling or otherwise providing products, materials or services and "Proposer" means a vendor making a Proposal in response to a RFP. "Contractor" means any Person or firm who has a Contract with the RTA. A successful "Proposer" who is awarded a Contract with the RTA becomes a "Contractor".

Any language in Proposals that takes exception or provides different or conflicting terms, conditions, obligations, Specifications, and/or requirements than those contained in the RTA's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the RTA and are not included in the Contract unless expressly agreed to in writing by the RTA.

PART II - DEFINITIONS

The definitions set forth apply to this RFP and are provided to assist Proposers. Generally throughout the RFP, defined terms are identified by beginning such defined terms with a capital letter. Terms may also be defined in the text of the RFP, as applicable and where indicated.

1. **"Addendum"** shall mean a change to the RFP which the RTA determines requires the issuance of an Addendum to each Proposal.
2. **"Authorized Representative"** shall mean the duly authorized representative of a Proposer or his or her duly authorized successor who signs the Vendor's Proposal Offer on behalf of such Proposer.
3. **"Best and Final Proposal"** shall mean a Proposal submitted by a Proposer in response to an invitation by the RTA to submit a Best and Final Proposal in accordance with this RFP.
4. **"Best and Final Proposal Due Date and Time"** shall mean the date and time, to be announced by the RTA, for a Best and Final Proposal to be submitted by a Proposer(s).
5. **"RTA"** shall mean the San Luis Obispo Regional Transit Authority.
6. **"RTA Board"** shall mean the governing body for the San Luis Obispo Regional Transit Authority.
8. **"Confidential Information"** shall have the meaning set forth in the Purchasing/Procurement Policy of the RTA.
9. **"Contract"** shall mean a Contract to be entered into between a Contractor and RTA as set forth in this RFP.
10. **"Contract Administrator"** shall mean the Regional Transit Manager and/or his designee.
11. **"Contract Award"** shall mean the award of a Contract to a Proposer by the RTA Board.
12. **"Contractor"** shall mean the Proposer, if any, that receives a Contract Award and enters into a Contract with the RTA pursuant to this RFP process.
13. **"Evaluator"** shall mean a member of the Proposal Evaluation Committee.
14. **"Evaluation Factors"** shall mean the evaluation factors set forth in the Part VII - Evaluation.
15. **"Financial Services Manager"** shall mean RTA's Manager of Finance and Administration (or any successor appointed by the RTA).
16. **"Fiscal Year"** shall mean July 1 through June 30.
17. **"Key Personnel"** shall mean the personnel of Contractor identified by job position and personal information in the Scope of Work part of this RFP.
18. **"Notice of Award"** shall mean the notice sent by the RTA to a Proposer informing Proposer that the RTA Board has awarded a Contract to such Proposer.
19. **"Performance Security"** shall have the meaning set forth in the Special Terms and Conditions of this RFP.
20. **"Person" or "person"** means an individual, general or limited partnership, corporation, joint stock company, trust (including a business trust), unincorporated association, joint venture, limited liability company, governmental authority or other entity.

21. **"Procurement Code"** shall mean the Purchasing Policy.
22. **"Proposal"** shall mean a complete Proposal submitted pursuant to and in accordance with this RFP, including any and all attachments, Addenda, if necessary and applicable, and a Proposal submitted as a Best and Final Proposal, if invited by the RTA.
23. **Finance Department shall mean the RTA Finance Department.**
24. **"Proposal Evaluation"** shall mean the process for evaluation of Proposals by the Proposal Evaluation Committee.
25. **"Proposal Evaluation Committee"** shall mean the members of the Committee selected and approved by the RTA to conduct evaluations of Proposals and make recommendations for award.
26. **"Proposal Due Date and Time"** shall mean the date and time set forth for the delivery of Proposals as set forth herein and as otherwise specified by the managing Financial Services Administrator.
28. **"Proposer"** shall mean an entity submitting a Proposal through its Authorized Representative in response to this RFP.
29. **"RFP"** shall mean this request for Proposal (RTA RFP #09-001), together with any Addenda thereto.
30. **"Specifications"** shall mean those requirements for fixed route transit and Runabout ADA paratransit and community shuttle services.
31. **"Subcontractor"** shall have the meaning set forth in the RTA Purchasing Policy.

PART III - STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by Proposer and/or contracted vendor and that failure to follow these requirements may result in rejection of a Proposal for non-responsiveness or cancellation of any awarded Contract.

1. Certification

By signing the "Vendor's Proposal Offer" the Proposer certifies:

- A. The submission of the Proposal did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of federal and California state law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the RTA shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The RTA is committed to fair and equal procurement opportunities for all firms wishing to do business with the RTA and encourages the participation of small and disadvantaged businesses in all Proposals and contracting activities conducted by the RTA.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted Proposal and/or any resulting Contract. In addition, the vendor may be debarred from future Proposal and bidding participation with the RTA and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the RTA only those materials and/or services as stated and allowed by this RFP and resultant Contract Award. Violation of this condition will be grounds for Contract termination by the RTA.

2. Gratuities

The RTA may, by written notice to the Contractor, cancel any resultant Contract if it is found that gratuities in any form were offered or given by the Contractor or agent or representative of the Contractor, to any employee of the RTA or member of the Proposal Evaluation Committee with a view toward securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is canceled by the RTA pursuant to this provision, the RTA shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

3. Applicable Law

This Contract shall be governed by, and the RTA and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of California, except as otherwise provided in this RFP and resultant Contract or in statutes or ordinances pertaining specifically to the RTA. This Contract shall be governed by State of California law and suits pertaining to this Contract may only be brought in courts located in San Luis Obispo County, California.

4. **Dispute Resolution**

This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the RTA and the Contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the Contract. If good faith efforts fail, then the RTA and Contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the RTA and Contractor will mutually agree upon a mediator whose fees will be shared equally by the RTA and Contractor.

5. **Contract Formation**

This Contract shall consist of this RFP and the Proposal submitted by the Proposer, as to the extent it is responsive and approved by the RTA. In the event of a conflict in language between the two documents, the provisions of the RFP shall govern. The RFP shall govern in all other matters not affected by a written Contract. All previous contracts between the Proposer and the RTA are not applicable to this Contract or other resultant Contracts. Any Contractor documents that conflict with the language and requirements of the RTA's solicitation are not acceptable and void the Contract.

6. **Availability of Funds for the Next Fiscal Year**

The RTA's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the RTA for any payment may arise for performance under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.

7. **Contract Modifications**

This Contract may only be modified by a written contract modification issued by the RTA Office and counter-signed by the Contractor.

8. **Provisions By Law**

Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

9. **Severability**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and Contract are not materially altered.

10. **Relationship of Parties**

It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent employee, partner, joint venture, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

11. **Interpretation of Parole Evidence**

This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

12. **Contract Assignment**

No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the RTA Office.

13. **Rights and Remedies**

No provisions of this RFP or of the Proposal shall be construed, expressly or by implication, as a waiver by the RTA of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the RTA to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or

obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the RTA to insist upon the strict performance of the Contract.

14. **Overcharges By Antitrust Violations**

The RTA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the RTA. Therefore, to the extent permitted by law, the Contractor hereby assigns to the RTA any and all claims for such overcharges as the goods and/or services used to fulfill the Contract.

15. **Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a Subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail - return receipt requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

16. **Preparation of Specifications By Persons Other Than RTA Personnel**

No person preparing Specifications for this RFP shall receive any direct or indirect benefit from the use of these Specifications.

17. **Public Record**

After award of Contract, Proposals shall be considered public record and subject to review. If a Proposer believes a specific section of its Proposal is confidential, the Proposer shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its Proposal. The Proposer shall include a written statement as to the basis for considering the marked pages confidential and the RTA Office will review the material and make a final determination as to whether said information is not subject to the public records requirement.

18. **Conflict of Interest**

This Contract is subject to the cancellation provisions of the RTA Purchasing Policy.

PART IV - SPECIAL TERMS AND CONDITIONS

Proposals that take exception to Special Terms & Conditions stated within this RFP may cause the Proposal to be considered as non-responsive. As utilized in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services, successful "Proposer" who is awarded a Contract with the RTA becomes a "Contractor".

1. **RTA Procurement Document**

This RFP is issued by the San Luis Obispo Regional Transit Authority (RTA). No alteration of any portion of this RFP document by a Proposer is permitted and any attempt to do so shall result in Proposer's Proposal being considered as non-responsive. No amendment of any portion of a resultant Contract is permitted without the written approval of the RTA and any attempt to do so without the RTA's written approval shall be a violation of the Contract. Any such alteration or amendment may be subject to legal action and may result in Contract cancellation, suspension and/or debarment of the Contractor.

2. **Offer Acceptance Period**

To allow for an adequate evaluation, each Proposal shall be valid and irrevocable for one hundred twenty (120) days after the Proposal due date and time.

3. **Contract Type**

Term with justifiable price adjustment allowed, indefinite quantity.

4. **Term of Contract**

The term of any resultant Contract shall commence on the date of award and shall continue for a period of fifty (50) months thereafter, unless terminated, canceled or extended as otherwise provided herein. The resultant Contract is non-transferable and cannot be assigned by the Contractor without the approval of the RTA, and then only when all prices, discounts, terms and conditions of the original Proposal documents and Contract Award remain unchanged.

5. **Contract Renewal**

The RTA may, at its discretion, unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written contract modification, any resultant Contract may be renewed for 2 supplemental periods of twelve (12) months each, unless the RTA is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period, up to a maximum of forty-eight (48) additional months. The period for any single renewal increment shall be determined by the RTA.

6. **Contracts Administration**

Contractor shall contact in writing the RTA Office, Attn: Finance Department for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract.

7. **Pricing**

Pricing accuracy and completeness are critical. All items being proposed must be identified and priced. All items which are required to make the system function in accordance with stated RFP requirements must be identified and priced. Price proposals are required for four (4) distinct service periods (April 1, 2009 - June 30, 2009; July 1, 2009 - June 30, 2010; July 1, 2010 - June 30, 2011; July 1, 2011 - June 30, 2012).

If provided pricing pages do not cover all such items, the Proposer is to include an itemized listing of all required products and services needed to make their proposed system fully functional and in conformity with stated RFP needs.

8. **Price Adjustment**

The RTA will review fully documented and justified requests for price increases for service periods three (3), and four (4) only (Fiscal years 10/11 and 11/12). Compensation may be adjusted for contract periods three (3), and four (4) but shall not exceed the adjustment in Gross Domestic Product (GDP) implicit price deflator for the most currently reported calendar year, or six percent (6%), whichever is less (historical GDP Implicit Price Deflator data can be obtained from the U.S. Department of Commerce, Bureau of Economic Analysis).

In the event that the RTA elects to implement the two option periods, compensation may be adjusted but shall likewise not exceed the adjustment in the GDP Implicit Price Deflator for the most currently reported calendar year, or six percent (6%), whichever is less. Selected exceptions to these requirements may be made for milestone periods. Milestone periods may allow for additional negotiations only in the following categories:

- I. Performance based criteria (all successive performance periods beginning with period 3)
- II. Capital-related programs
- III. Employee compensation/benefits schedules

Fully-documented and justified price increase requests and/or capital-related programs must be received and approved in the year preceding the fiscal year for which the price increase is being requested. Price increase requests and supporting documentation must be received by November 30 of the year preceding the applicable fiscal year in order to coincide with the RTA's operating and capital improvement program (CIP) budget process. All requests for a price increase will be subject to a cost and price analysis to determine reasonability. If evaluated as reasonable and approved in the operating or capital budget a price adjustment amendment to the Contract will be recommended to the RTA Board. If approved, the requested price increase shall take effect no earlier than July 1 of the next fiscal year. Retroactive price increases or cost offsets will not be considered or approved. The requested price increase must be based upon an operating cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The RTA will determine whether the requested price increase or cost proposal is in the best interest of the RTA.

Price increase requests must be acknowledged in writing by the RTA before becoming effective. If not acknowledged within thirty (30) days of the annual due date (July 1), it is the Contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

9. **Insurance**

RTA is a member of a public transit operator consortium, the California Transit Insurance Pool (CalTIP). CalTIP is a joint powers insurance authority organized under California law in 1987. CalTIP combines the resources of public transit operators to minimize risk, increase buying power, and provide stable, affordable insurance to its members. RTA's insurance coverage with CalTIP for the purposes of this RFP is inclusive of Comprehensive General Liability and Physical Damage.

In order to ensure that the RTA is getting the best possible coverage for the best possible cost, for comparative purposes RTA requests that Proposers include Comprehensive General Liability including Automobile Insurance and Physical Damage coverage costs in their proposal. Proposed insurance costs must be segregated from the rest of the proposal. RTA, at its own discretion, may or may not elect to use the selected proposer's insurance.

- A. Contractor shall maintain insurance as described as follows (regardless of insurance path):
Workers' compensation insurance as required by the Labor Code of the State of California. The Employers liability limits shall be at least \$1,000,000 each accident and \$1,000,000 each person for disease. Said policy shall be endorsed with the following:
 - I. The policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to RTA, directed to the attention of RTA Regional Transit Manager; and,
 - II. The insurer waives any right of subrogation it may have against RTA, its officials, officers, employees or volunteers.
- B. If RTA selects to have Contractor provide the coverage, Contractor shall purchase for, and maintain throughout the contract period, the following insurance at its own expense and shall meet all the requirements regarding proof of coverage:

- I. Commercial General Liability coverage that is at least as broad as the Insurance Services Office (ISO) Occurrence Form CG 00 01.
- II. Business Auto Liability coverage that is at least as broad as the ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- III. Automobile Physical Damage coverage equal to the actual cash value of the RTA vehicles used by the Contractor.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- General Liability: \$10,000,000 per occurrence and in the aggregate. (Including operations, products and completed operations.
- Automobile Liability: \$10,000,000 per accident for bodily injury and property damage.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved in advance by the RTA. At the option of the RTA, either:

- The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RTA, its officials, employees or volunteers; or,
- The Contractor shall provide a financial guarantee satisfactory to the RTA guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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 RTA. This is only a recommendation. RTA may decide to accept an insurer with a rating of less than A:VII depending on various circumstances.

Verification of Coverage

Contractor shall furnish RTA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by RTA before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. RTA 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.

Sub-Contractors

Contractor shall include all Sub-Contractors as insured under its policies or shall furnish separate certificates and endorsements for each Sub-Contractor. All coverage for sub-Contractors shall be subject to all of the requirements stated herein.

Other Insurance Provisions

The General and Auto Liability policies are to contain, or be endorsed to contain, the following provisions:

- RTA, its officers, officials, employees and volunteers are to covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. The additional insured status shall also apply to the products and completed operations coverage under the general liability policy.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects RTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by RTA, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to RTA.

C. If RTA provides the coverage, RTA will provide General and Auto Liability and Physical Damage coverage to the extent such coverage is provided by CalTIP and insurance purchased on behalf of RTA by CalTIP. Such insurance shall be:

General and Auto Liability in the amount of \$10,000,000 (Ten Million Dollars) each occurrence and in the aggregate for owned and non-owned buses, vans and vehicles during the term of this contract. RTA shall also provide Physical Damage coverage for all property damage to RTA vehicles, whether owned or non-owned, for the entire period of this contract. Contractor shall be responsible for repairs to any vehicles, equipment, and facilities over which the Contractor has any care, custody, or control. Furthermore, Contractor shall provide the first ten thousand dollars (\$10,000) of RTA's first dollar Comprehensive General Liability including Automobile Insurance and Physical Damage Self Insurance Retention. The \$10,000 (Ten Thousand Dollars) coverage shall be on an occurrence basis with no annual accumulation limitation and shall be for any general liability, vehicle liability, and bodily and personal injury and for property damage, plus administrative costs, claims processing costs, defense and settlement costs.

10. **Performance Security**

The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of one (1) complete year (twelve (12) months) of Contract price payable to the San Luis Obispo Regional Transit Authority.

Performance security shall be in the form of an irrevocable letter of credit, performance bond, or certified check. This security must be in the possession of the RTA Office within the time specified or within ten (10) days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Contract terminated by the RTA. In case of default, the RTA reserves all rights.

11. **Notices**

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the RTA, to:

**San Luis Obispo Regional Transit Authority Finance Department
1150 Osos Street Suite 206
San Luis Obispo, CA 93401**

B. If intended for the Contractor, to:

The Contractor at the Contractor's address and to the attention of the authorized representative of Contractor as provided in the Proposal.

Or to such other address as either party may from time to time furnish in writing to the other.

12. **Proposal Opening**

Proposals shall be opened at the time and place designated on page three (3) of this document. The name of each Proposer and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to RTA personnel having a legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After Contract Award, the Proposals and the evaluation documentation shall be open for public inspection as set forth in the RTA Purchasing Policy.

13. **Proposal Evaluation**

In competitive sealed proposals, awards are made to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the RTA taking into consideration the Evaluation Factors set forth in the RFP. The RTA shall be the sole judge as to the acceptability of the products and/or services offered.

14. **Discussion with Responsible Proposers and Revisions to Proposal**

If discussions are conducted for the purpose of clarification, the RTA Finance Department shall issue a written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers. Best and final offers shall be requested only once, unless RTA Finance Department makes a written determination that it is advantageous to the RTA to conduct further discussions or change the RTA's requirements. The request for best and final offers shall inform Proposers that, if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer.

15. **Key Personnel**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this Contract, Key Personnel shall not be removed or replaced without written notice to the RTA.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the RTA, and shall, subject to the written approval of the RTA, replace such key personnel with personnel of substantially equal ability and qualifications.

16. **Confidential Information**

After contract award, the Proposals shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the Proposer designates a portion of its Proposal as confidential, it shall isolate and identify in writing the confidential portions, but the RTA remains subject to the California public records law.

17. **Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the RTA, its agents, officers, officials, and employees from and against all claims, damages, losses, fines, penalties and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of the Contractor, its agents, employees, or any other person for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the RTA, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work, or services, in the performance of this Contract by Contractor or any employee of the Contractor, or any other person for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

18. **Unauthorized Firearms & Explosives**

No person conducting business on RTA property or performing pursuant to this Contract shall carry a firearm or explosive of any type. All Proposers, Contractors and Subcontractors shall honor this requirement at all times and failure to honor this requirement may result in Contract cancellation. This requirement also applies to persons who maintain a concealed weapon permit. In addition to Contract cancellation, anyone carrying a firearm or explosive device may also be subject to police and legal action.

PART V - FEDERALLY REQUIRED CLAUSES

These clauses are required by federal regulations and are not subject to negotiation.

1. **Fly America**

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

2. **Charter Bus Requirements, 49 U.S.C. S 5323(d), 49 CFR Part 604**

The 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 Part 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.

3. **School Bus Requirements. 49 U.S.C. S 5323(F). 49 CFR Part 605**

Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and sub-recipients 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.

4. **Energy Conversation Requirements. 42 U.S.C. S 6321 et sea., 49 CFR Part 18**

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

5. **Clean Water Requirements. 33 U.S.C. 8 1251**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation immediately to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA the appropriate EPA Regional Office, state and local agencies.
- B. The 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.

6. **Lobbying. 31 U.S.C S 1352. 49 CFR Part 20**

Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTA.

During the term of this Contract the Contractor agrees to comply with the provisions of 31 U.S.C. § Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress and requires the Contractor to disclose any lobbying of any official or employee or any federal agency, or member or employee of Congress in connection with federal assistance. The Contractor agrees to comply with U.S. DOT regulations,

"New Restrictions on Lobbying;" 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

The successful Proposer must execute the Restriction on Lobbying certification (Part XI - Proposal Format) and said fully completed certification will be included in their Proposal.

7. **Access To Records and Reports. 49 U.S.C. S 5325. 18 CFR Part 18.36 (ft. 49 CFR Part 633.17**

The following access to records requirements apply to this Contract:

- A. Where the RTA 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. Part 18.36(i), the Contractor agrees to provide the RTA, 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. Contractor also agrees, pursuant to 49 C.F.R. Part 633.17 to provide the FTA Administrator or his Authorized Representatives including any 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.
- B. Where the RTA is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 633.17, Contractor agrees to provide the RTA, the FTA Administrator or his Authorized Representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$25,000.
- C. Where the RTA enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly Authorized Representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any RTA which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. 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.
- F. 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 the RTA, 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).
- G. FTA does not require the inclusion of these requirements in subcontracts.

8. **Federal Changes. 49 CFR Part 18**

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 Contract (The FTA Master Agreement) between the RTA 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.

9. **Clean Air. 42 U.S.C. S 7401 et sea. 40 CFR 15.61. 49 CFR Part 18**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to immediately report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office state and local agencies.
- B. The 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.

10. **No Government Obligation To Third Parties**

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

11. **Program Fraud And False Or Fraudulent Statements And Related Acts. 31 U.S.C. S 3801 et sea, 49 CFR Part 31 18 USX. S 1001, 49 U.S.C. 8 5307**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with federal assistance originally awarded by 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. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

12. **Termination, 49 U.S.C. Part 18, FTA Circular 4220.1E**

- A. Termination for Convenience - The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- B. Termination for Default (Breach or Cause) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- C. Opportunity to Cure - The RTA in its sole discretion may, in case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

13. **Government-wide Debarment And Suspension (Nonprocurement 49 CFR Part 29, Executive Order 12549)**

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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. The 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.
- C. By signing and submitting its certification (Part IX of this RFP) the bidder or proposer certifies as follows:

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

14. **Civil Rights Requirements, 29 U.S.C S 623, 42 U.S.C S 2000, 42 U.S.C. S 6102, 42 U.S.C. S 12112, 42 U.S.C. S 12132, 49 U.S.C. S 5332, 29 CFR Part 1630, 41 CFR Parts 60 et sea.**

The following requirements apply to the underlying Contract:

- A. 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 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - I. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - II. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - III. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15. **Breaches And Dispute Resolution, 49 CFR Part 18, FTA Circular 4220.1D**

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

- B. Performance During Dispute - Unless otherwise directed by RTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

16. Transit Employee Protective Agreements, 49 U.S.C. S 5310, S 5311, and S 5333. 29 CFR Part 215

- A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - I. 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.
 - II. 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 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.
 - III. 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.

- B. 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.

17. Disadvantaged Business Enterprise (DBE), 49 CFR Part 26

- 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*. A separate DBE Contract goal has not been established for this procurement.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 RTA deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The successful Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Contractor shall pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the RTA. The Contractor shall pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the RTA with each progress payment. In addition, any reduction of retention by the RTA to the Contract shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. Contractor shall pay subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the Contractor. No contract between Contractor and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the Contractor fails to make payments in accordance with these provisions, the RTA may take any one or more of the following actions and Contractor agrees that the RTA may take such actions: (1) to hold the Contractor in default under this Contract; (2) withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; (3) reject all future bids from the Contractor for a period not to exceed one (1) year from substantial completion date of this project; or (4) terminate Contract.
- E. The Contractor must promptly notify the RTA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the RTA.

18. Incorporation Of Federal Transit Administration (FTA) Terms. FTA Circular 4220.1E

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

19. Drug And Alcohol Testing. 49 U.S.C. S5331. 49 CFR Parts 653 and 654

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654

and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before February 28 and to submit the Management Information System (MIS) reports before February 28 to the Regional Transit Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. **Independent Contractor**

Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than RTA employees, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of the Contract.

21. **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the RTA shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract. Zero dollars (\$0) in federal assistance will be used to acquire the bus services contract.

22. **Access Requirements for Persons with Disabilities (ADA)**

Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

PART VI - SCOPE OF WORK

1. INTRODUCTION

The RTA invites proposals from qualified firms to provide high quality bus, Runabout, and community shuttle services in accordance with the specifications and provisions contained herein. In addition to the core values held by the RTA, the core values that ground the RTA's transit program, this RFP, and any subsequent Contract follow below. Proposers are encouraged to develop their Proposals and supporting business and operational practices with strong and measurable emphasis on:

- *Safety* - Operating a safe, secure, and reliable transit system;
- *Excellence* - Providing exceptional transit services that attract and retain passengers and instill pride;
- *Service* - Developing an ethic, spirit, and culture of public service;
- *Community* - Engaging the community and the RTA as partners;
- *Sustainability* - Developing and implementing environmentally sustainable operating and business practices;
- *Employee Development* - Providing employees the tools for success and professional growth;
- *Imagination* - Creating innovative and effective new ways to improve all preceding areas

2. BACKGROUND

San Luis Obispo Regional Transit Authority

On behalf of and in partnership with the citizens of San Luis Obispo, the Regional Transit Authority is responsible for the planning, management, and operation of all transit services operated under this Contract. The successful Proposer will be directly accountable to the RTA, and by extension, its citizens and passengers.

3. MISSION - GOALS - OBJECTIVES - EXPECTATIONS

The MISSION of the RTA is to provide an inter-connected multi-modal transportation network that promotes the social, environmental, and economic well being of the community. To that end, it is the aim of this Contract to provide an efficient, effective, and sustainable local/regional transit system as a valued and significant component of the transportation network.

A. **Goals** - The major goals emanating from this commitment include:

- I. Safety, enhanced transportation capacity, personal mobility, convenience, and comfort;
- II. Increase ridership;
- III. Reduce auto dependency, traffic congestion, air pollution, and use of petroleum fuels;
- IV. Improve quality of urban and suburban life.

B. **Objectives** - To achieve these goals, RTA requires transit services of exceptionally high quality that are also safe, secure, convenient, accessible, attractive, sustainable, and reliable. In the service of the mission and goals stated above, the Contractor shall strive to maintain and exceed the following base objectives (these are covered in more detail in Section 6 - Performance Goals and Incentives):

- I. Maintain system local and express bus on-time performance at ninety (90) percent or higher.
- II. Maintain the rate of total operational complaints per 100,000 passengers at fifteen (15) or lower.
- III. Maintain the rate of preventable accidents at .75 per 100,000 vehicle miles or lower.
- IV. Maintain vehicle miles between road failures (breakdowns causing service interruption) at or above 13,001.
- V. Maintain at least ninety-eight (98) percent of monthly preventive maintenance inspections (PMI) within a range of 3,000 vehicle miles relative to previous PMI.
- VI. Operate and maintain the fare collection system so as to ensure actual revenue matches system reported revenue; fareboxes are in proper working conditions; and cashbox receivers are in proper working condition.

C. **Service Expectations:**

- I. The RTA and the area's residents provide funding for and are entitled to safe, professional, courteous,

timely, clean and reliable transportation services. The RTA expects that the Contractor will provide the necessary expertise and resources to meet those expectations.

- II. All Contractor employees shall respond to passenger inquiries and requests in a professional, positive and, collaborative manner. All passenger inquiries constitute an opportunity to partner with citizens and to improve the service that they fund.
- III. The Contractor and its employees will provide transit services in such a manner as to instill pride on the part of the RTA.
- IV. The Contractor will develop a balanced approach to transit operations: one that hold individuals accountable but also recognizes the formative roles played by formal and informal organizational cultures.

4. **TERM OF CONTRACT**

Contract shall be for a total of fifty (50 months, with an initial twenty-six (26) month period commencing on May 1, 2009, and expiring on June 30, 2011. The RTA may, at its option, and after agreement between Contractor and the RTA Board, extend the period of this contract up to two (2) additional years, in increments to be determined by the RTA.

5. **SERVICE DESCRIPTION**

The area to be served shall be as designated by the RTA. The service area covered by this contract currently encompasses the entire San Luis Obispo County plus the city of Santa Maria in northern Santa Barbara County.

This service area with maps is available at the RTA website (<http://www.slorta.org>)

A. **Detailed Service Description** - This RFP is for the provision of Fixed Route, Runabout ADA Paratransit, and Community Shuttle Services.

- I. Local Bus Services - local fixed route bus service included in this RFP includes Routes 9, 10, 12A & 12B. RTA fixed route transit service routes have been planned to operate as directly as possible, to be easily understood, and to minimize travel time. Each fixed route will have different movements, layover times, and locations.
- II. Express Bus Services - includes 9, 10, and 12A.
- III. Runabout ADA Paratransit service.
- IV. South Bay Dial-A-Ride, Nipomo Dial-A-Ride, Paso-Shandon Dial-A-Ride, Templeton Dial-A-Ride, and the Five Cities Senior Shuttle (15 weekly revenue service hours provide to the seniors in the Five Cities area on Wednesday for 9 hours and 2 hours on Tuesday and Thursday afternoons).
- V. North County Shuttle, Fixed route service, operating, maintaining, and dispatching service between Atascadero, and Paso Robles.

B. **Service Statistics**

The existing transit service included in this RFP represents approximately 1,849,000 annual revenue miles. All routes are fully wheelchair accessible. The bus fleet to be managed by the Contractor is comprised of eighteen (18) forty-foot Gillig Phantoms, sixteen (16) cutaways, and three (3) rubber-tired trolleys. A complete inventory list of all revenue vehicles is included in Exhibit A. For fiscal year 2009, totally annual estimated vehicle revenue miles and hours are estimated to be approximately 1,849,000 miles and 60,675 revenue service hours (see Exhibit B). RTA may make changes to facilitate additional service or reductions in service. Those changes will be provided to Contractor in sufficient time to meet obligations for the selection of work.

C. **Service Hours**

Fixed route service hours vary by route and may range from approximately 5:30 a.m. to 10:30 p.m. Monday through Sunday. Details by route can be found at <http://www.slorta.org/>. Contractor shall provide service during all requested hours. Hours and days of operation are subject to change. Contractor shall provide all transit services in accordance with timetables provided by the RTA.

- D. **Adjustment to Service**
RTA reserves the right to adjust service at any time. Modifications to service may include, but are not limited to, extending, deleting or adding routes or parts of routes and expanding or decreasing scheduled revenue hours. Scheduled revenue hours are determined by the RTA.
- E. **Holiday Schedule**
RTA reserves the right to operate modified service as deemed appropriate in conjunction with holiday schedules with one (1) week notice to Contractor.
- F. **Bus Stops**
The Contractor will allow passengers to board and exit transit buses in only at designated bus stops. Designated bus stops are indicated by a standard bus stop sign, information post, and bench or shelter. Designated bus stops are placed by the RTA (and shall be served by the Contractor) along all routes and include arterial streets, various collector streets, and some residential streets.
- G. **Service Monitoring and Contract Compliance**
RTA representatives may, without prior notice, ride in all RTA-owned Contractor-operated vehicles and inspect any area of the RTA Bus Operations and Maintenance Facility to ensure compliance with the terms of this Contract. All performance specifications, operational and maintenance standards shall be strictly adhered to in order to provide the highest level of service possible. RTA reserves the right to monitor the Contractor in its implementation and performance of this Contract.
- H. **Enhanced Transit Services**
Contractor shall on occasion be required to provide supplementary transit services to accommodate excessive passenger loads associated with RTA or regional events. Major events that typically require enhanced transit service may include, but are not limited to, the Annual Mid-State fair, Cal Poly Week Of Welcome, and the San Luis Obispo Annual Christmas Parade. In addition, the county is home to many smaller events throughout the year that require active detour planning and management and occasional enhancements to existing transit services. These services may vary from year to year. The Contractor shall be required to provide professional planning, operational management, and passenger assistance and relations for all enhanced transit service events as well as detours. Payment for supplementary transit services shall be based on a fully allocated rate per service hour. The rate per service hour for enhanced transit services shall be distinct from the costs and for base transit services detailed in Exhibit B. Proposers shall submit as an attachment to their completed price proposal (Exhibit F - Price Proposal Worksheets) the proposed rate(s) per hour for enhanced transit services along with supporting justification.
- I. **Use of Transit Vehicles for Public Education and Public Awareness Purposes**
Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to maximize ridership of the RTA transit system. Contractor shall cooperate with RTA in exploring opportunities to expand public and consumer knowledge concerning RTA transit service and cooperate fully with the RTA in this regard. Upon request by the RTA, the Contractor shall provide transit vehicles and staffing necessary to operate the vehicles for these purposes and assist with the distribution of RTA transit system information and other public information as supplied by the RTA, respond to requests for public transit information, and act as liaison with community organizations and businesses.
- The Contractor shall be compensated for time spent participating in public education and public awareness activities pursuant to the hourly compensation rates agreed to for Enhanced Transit Services described in section H above.
- J. **Mobilization** - Contractor will provide an implementation/mobilization schedule and plan necessary to perform the scope of work including all of the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin. (Schedule will be based on a contract commencement date of May 1, 2009).

- K. **South County Area Transit (SCAT)** – For the purposes of this RFP, the Contractor will be expected to provide maintenance, dispatch and, in coordination with SCAT staff, some road supervision functions for SCAT and will comply with all related requirements as detailed in this RFP. SCAT operations and vehicles are housed at 1198 Farroll in Grover Beach. Contractor dispatch functions for SCAT will be conducted at 139 Cross Street, however maintenance functions will be performed at the Grover Beach facility.

6. PERFORMANCE GOALS AND INCENTIVES

The Contractor is required to meet or exceed the following standards on a monthly basis. For the following performance goals, the Contractor shall be eligible to receive cash incentive payments or deductions in relation to each month of service, based on the level of performance achieved. Both RTA and Contractor staff will be responsible for data collection on actual performance. The RTA shall be responsible for final review and application of the incentive/deduction matrices provided below. The performance incentives/deductions will be compiled and validated for each month and the percent payment or deduction will be assessed in relation to the corresponding month's cost of service. Credits or payments for incentives/deductions shall be processed two times per year following completion of each six month period (Jul-Dec and Jan-Jun).

Example:

If a given monthly invoice totals \$1,000,000 and there is a net 1.5 % bonus among all performance incentive categories, then the final invoice amount for scheduled service will be for \$1,015,000. Likewise, if a given monthly invoice totals \$1,000,000 and there is a net -1.5 % bonus among all performance incentive categories, then the final invoice amount for scheduled service will be for \$985,000.

The six (6) month performance payment or deduction interval is established to ensure the monthly payments for scheduled service are promptly made every month and not delayed because of performance data collection problems, extended analysis, or disputes.

Beginning with performance period three (3) the RTA may, in consultation with the Contractor, annually adjust any portion of the performance requirements in this section to facilitate continuous improvement or to comply with the RTA's available budget for a given fiscal year.

Each sub-section below stipulates the source of data required to complete the evaluation. The RTA will collaborate with the Contractor, but retains final discretion to arbitrate case and data validity, methodology, and final evaluation.

- A. **System On-time Performance (OTP) (Local & Express Bus System)** On time performance will be measured using reports from the Contractor, from RTA Staff randomly surveying route performance and from outside vendors who may be contracted to perform this function as well as other electronic monitoring systems that are put in place by the RTA in the future. An on-time trip is one that departs zero (0) minutes early and no more than five (5) minutes late. All delays, regardless of cause, are included in this performance figure.

As Contractor attains the following goals, the associated percentage of the monthly billing will be calculated for payment bonus or deductions.

<u>OTP Level</u>	<u>Bonus/Deductions</u>
96.00% - 100%	+0.50%
93.00% - 95.99%	+0.25%
90.00% - 92.99%	+ 0.00%
87.00% - 89.99%	- 0.25%
86.99% and below	- 0.50%

- B. **Headway Compliance (Local & Express Bus Systems)**

In addition to measurement of on-time performance indicated above, field observations of headway compliance will be assessed by measuring compliance with published headways. The Contractor and the RTA will collaborate on a method of conducting field observations in order to generate accurate data on headway

performance. Monthly performance in maintaining the published headways shall be associated with the following bonus/deduction percentages.

<u>Headway Compliance</u>	<u>Bonus/Deduction</u>
96.00%- 100%	+0.50%
93.00% - 95.99%	+ 0.25%
90.00% - 92.99%	+ 0.00%
87.00% - 89.99%	- 0.25%
86.99% and below	- 0.50%

C. Total Operational Complaints

Complaints from residents and passengers will be communicated to the Contractor from a variety of sources including from residents and passengers directly as well as through RTA staff. This performance indicator will be based on TOTAL operational complaints; assessments of validity will not be made. Embedded in the schedule below is an allowance for potentially invalid complaints. The RTA will not consider arguments pertaining to complaint validity. Complaints regarding service capacity, routing, or RTA policies will be removed from these calculations at the RTA's discretion. The number of complaints will be standardized per 1,000 passenger boardings and the associated percentage of the monthly billing will be calculated for payment or deduction. The following are the performance indicators:

<u>Valid Complaint Rate</u>	<u>Bonus/Deduction</u>
0-5.0	+ 0.50%
5.1-10.0	+0.25%
10.1-15.0	+0.00%
15.1-20.0	-0.25%
20.1 and above	-0.50%

D. Preventable accidents per 100,000 revenue vehicle miles

A preventable accident is one in which the Contractor or its employees or agents is at fault. The RTA reserves the right to determine whether an accident was preventable or not. Accidents will be tabulated on a monthly basis and the associated percentages for each period will be calculated for payment or deduction:

<u>Accident Rate</u>	<u>Bonus/Deduction</u>
0.00 - 0.25	+0.50%
0.26 - 0.50	+0.25%
0.51 - 0.75	+0.00%
0.76 - 1.00	-0.25%
1.01 and above	-0.50%

E. Vehicle Miles Between Road Calls

A road call is defined as any disruption of service caused by a mechanical malfunction resulting in the dispatch of a maintenance vehicle to correct, repair or remove the vehicle. The Contractor shall be required to accurately track and report to the RTA all road calls. Road calls shall be reported to the RTA on a monthly basis. Failure to report one (1) or more road calls shall be considered intent to defraud the RTA and may be grounds for Contract termination. Based on the monthly assessment of vehicle miles between road calls, the following percentages will be calculated for payment or deduction:

Table 7-1: Fleet - Miles between road failures

Hybrid Fleet		Diesel Fleet	
Miles btw Road Failures	Bonus/Penalty	Miles btw Road Failures	Bonus/Penalty
7,000 and below	-0.50%	10,000 and below	-0.50%
7,001 - 8,000	-0.25%	10,001-11,000	-0.25%
8,001 - 9,000	0.00%	11,001-12,000	0.00%
9,001-10,000	+0.25%	12,001-13,000	+0.25%
10,001 and above	+0.50%	13,001 and above	+0.50%

Table 7-2: Runabout Fleet - Miles between road failures

Gasoline Fleet		Diesel Fleet	
Miles btw Road Failures	Bonus/Penalty	Miles btw Road Failures	Bonus/Penalty
38,000 and below	-0.50%	38,000 and below	-0.50%
38,001-40,000	-0.25%	38,001-40,000	-0.25%
40,001 - 42,000	0.00%	40,001 - 42,000	0.00%
42,001 - 44,000	+0.25%	42,001 - 44,000	+0.25%
44,001 and above	+0.50%	44,001 and above	+0.50%

F. Preventive Maintenance Inspections (PMI)

Regular preventive maintenance inspections shall be conducted at 3,000-mile (or 45 days) intervals relative to the last PMI performed. The percentage of PMIs conducted within the 3,000 range shall be subject to the performance requirements stipulated below. The Contractor shall supply the RTA with a PM performance report that documents actual mileage intervals between PM inspections and make available to RTA staff all records pertaining to preventive maintenance inspections. RTA may, at its discretion, inspect a sampling of PMI documents to ensure the proper checks and repairs were made or properly deferred pursuant to the requirements contained in this Contract. The report on PM inspections shall be provided to RTA on a monthly basis as part of the required series of monthly reports.

PMIs within 3,000 miles Bonus/Deduction	
98.0% - 100%	+ 0.50%
96.0% - 97.9%	+ 0.25%
94.0% - 95.9%	0.00%
92.0% - 93.9%	- 0.25%
91.9% and below	- 0.50%

7. RTA FURNISHED FACILITIES AND EQUIPMENT

A. Operations and Maintenance Facility

The RTA Bus Operations and Maintenance Facility is located at 179 Cross Street, San Luis Obispo, CA. RTA will maintain all aspects of the facility; the Contractor shall be a responsible partner in the care and maintenance of this facility and will be financially responsible for repairs made due to excessive or inappropriate use, misuse, neglect, or damage by Contractor staff. Information and requirements on the facility is provided separately in Section 9 below.

B. Bus Fleet

The RTA will supply a mix of buses and cutaway buses for Fixed Route, ADA, and shuttle service. The Contractor shall be solely responsible for the proper preventive and corrective maintenance of the entire fleet.

- I. The majority of the heavy transit fleet is owned by the RTA; however, individual buses owned by other entities may be provided during the term of contract. Exhibit A – Fleet Inventory.
- II. RTA will provide a diverse fleet make-up of units ranging from 1995 to 2008 model years. With on-going procurements, the fleet make-up may change from year-to-year.
- III. An adequate number of vehicles will be made available to Contractor to provide all revenue service.
- IV. Contractor shall be responsible for safe and proper operation and maintenance of all revenue vehicles operated under this Contract during the term of the Contract. RTA shall be responsible for licensing and registration of RTA provided vehicles. RTA reserves the right to provide other vehicle types that are accessible and suitable for service.
- I RTA reserves the right to substitute vehicles for those described above should the requirement arise during the term of the Contract, and negotiate any appropriate Contract modifications with Contractor.
- vi) Each RTA transit bus is equipped with a 2-way radio, camera system, bike racks, and farebox. Other components may be added to the fleet during the term of this contract. Contractor shall maintain these components to OEM specifications, or when appropriate, work with the vendor to provide warranty support required of new equipments and products introduced by the RTA during the contract term.

C. Bus Stop Maintenance

Contractor shall provide bus stop maintenance and cleaning, including amenities, to ensure that all stops meet or exceeds RTA standards and that a proactive cleaning program ensures that trash, weeds, graffiti and vandalism etc. are addressed in a timely fashion. RTA will work with the Contractor on a routine cleaning schedule to ensure cleanliness and amenities are properly and proactively adhered to.

8. EQUIPMENT TO BE PROVIDED BY CONTRACTOR

- A. **Non-revenue support vehicles** - Contractor will be responsible for providing all non-revenue support vehicles required to effectively and efficiently, operate, manage and support the services that are subject of this RFP. RTA reserves the right to reject a Contractor-supplied vehicle that does not adequately satisfy the RTA's quality or environmental standards. No Contractor vehicle shall bear any corporate graphics or insignias. All non-revenue vehicles (including all passenger cars, supervisor vans, and maintenance vehicles) shall prominently display the RTA logos.
- B. **Maintenance equipment and tools** - The Contractor shall supply all maintenance equipment, tools and parts not provided by the RTA as part of the facility in order to properly maintain the bus fleet and ensure reliable transit services are provided without interruption.
- C. **Internet/Email** - For the purpose of expedient transmission of reports, documents and other communications between the RTA and Contractor, the Contractor shall provide electronic capability using email and transmitting documents in MS Word, MS Excel, PDF and other commonly used software formats acceptable to the RTA and shall be promptly repaired or replaced in the event of equipment failure so that electronic service is reestablished within three (3) business days. In addition, the Contractor shall have DSL or cable modem email capability whether or not computers are provided by RTA. Contractor shall adhere to all RTA rules and regulations for the use of computers and the internet.
- D. **Radio/Dispatch** - The RTA shall provide a two (2)-way radio communications system including bases, remotes and Mobile Data Terminals as appropriate, and the FCC approved licensed frequencies in order to ensure

uninterrupted communications between dispatch and all bus operators. Maintenance of the communication system including all mobile radios installed in the buses and issued to road supervisors shall be provided by the Contractor.

9. **RTA BUS OPERATIONS AND MAINTENANCE FACILITY**

- A. The **RTA Bus Operations and Maintenance Facility** is located at 179 Cross Street, San Luis Obispo, CA.
- B. Site plans of the facility are provided under Exhibit C. The site encompasses two-point-five (2.5) acres. The facility was designed and sized for the maintenance and operation of the RTA fleet, plus support vehicles.
- C. **Bus Parking** - This area is sized for all forty (40) foot and Runabout buses that will be staged at the facility. There are a number of buses staged at park-outs throughout the county that will be serviced/washed at the facility as well. No deadhead parking area is provided. Support vehicle parking is also provided in various areas around the site.
- D. **Maintenance Facility** - This maintenance building comprises 12,000 square feet of maintenance space and is equipped with maintenance bays, component shops, maintenance administration offices, parts storage, mechanic locker rooms and personnel spaces.
- E. **Operations & Administration Facility** - The operations and administration building comprises 4,000 square feet and includes space for bus operator locker room, personnel spaces, dispatch, training, supervisor offices, break areas, and restrooms, contractor management and administrative offices, telecommunications/IT server rooms, conference/training rooms, lobby, and RTA offices.
- F. **Washing and Inspection Facilities** - The bus wash facility is currently canopied and washing will be done by hand. RTA is evaluating portable wash systems and will ask the Contractor for their professional and technical assistance in this evaluation.
- G. **Building Access & Security** - The RTA shall establish and maintain control over the access control system of the facility. Employees of Contractor and RTA will have access to the facility. All Contractor employees will be issued identification badges, which will be used for both identification and access to various building areas. RTA shall be responsible for the keying system and keys for all doors at the facility. All identification badges and keys will be inventoried and managed by the RTA. Contractor shall adhere to all RTA rules and regulations for the use and management of identification badges and keys. The facility is equipped with identification card access system, CCTV surveillance system, and intrusion detection system. Access is granted through this entrance via identification card access.
- H. **Space Allocation** - Contractor will be able to allocate office and work space to its employees as it determines necessary. The RTA shall provide space at its discretion to the Contractor, but generally the space provided will encompass the areas not specifically designated as RTA space in the series of attachments provided under See Exhibit C - RTA Bus Operations & Maintenance Facility Site Plans. The Contractor shall provide leadership to its employees regarding the proper care and respect of the entire facility. Additionally, the RTA shall retain its right to make use of all shared space facilities including conference rooms, training rooms, parking facilities, and other common areas. The RTA and the Contractor will develop a method for reserving conference room space on a shared calendar system. At any time during the course of this Contract, the RTA may require additional space that is presently planned for Contractor use. In such instances, the RTA will collaborate with the Contractor to develop mutually beneficial arrangements.
- I. **Furniture** - RTA will provide a basic furniture package in all work spaces including employee lounges. Contractor may supplement with additional furniture only after obtaining prior approval from the RTA so as to ensure aesthetic continuity within the facility.
- J. **Electric, Voice and Data** - The facility is furnished with telephone and data lines.

- K. **Equipment and Facility Repair** – Contractor may provide certain capital equipment required to maintain vehicles that will be negotiated with RTA at a future date. A list of expected capital equipment will be provided at the Pre-Bid Meeting. Contractor will also be financially responsible for any damage repairs throughout the facility caused by Contractor excessive or inappropriate use or misuse (accidents, improper operation, theft, etc.) of the facility. In such cases, the RTA will evaluate the damage and determine any needed repairs. Repair work will be completed either internally or by sub-contract, the cost of which will be submitted to the Contractor for reimbursement. The Contractor will have thirty (30) days from the date of invoice to remit payment.

In order to provide the required quantity and quality of services in this Contract, Contractor will provide for any equipment or infrastructure needs not explicitly discussed above or included in the provided exhibits. The facility has been designed and constructed for the installation of additional equipment for use in maintenance of buses and operation of facility. In many areas, physical space, drain lines, water supply, and electric supply have been programmed for this additional facility equipment.

- L. **Facility Utilities Cost** - The RTA shall be responsible for all utility costs at the facility, including electricity, water, sewer, natural gas, telephone, and cable. The RTA may, at its discretion, develop facility operating and utility standards and/or thresholds in order to ensure efficient use of resources. Contractor will provide a plan to contain/limit abuse of long distance calling.
- M. **Environmental Management** - With respect to the all services specified in the RFP and activities undertaken at the RTA Operations and Maintenance Facility, the Contractor shall maintain compliance with all federal, state, county, and local regulations pertaining to environmental protection and management and hazardous materials management.

As part of the Environmental Management Plan, the Contractor will work closely with RTA staff to ensure daily operations comply with environmental requirements and best practices. The Contractor shall have knowledge and understanding of the environmental regulatory requirements pertaining to the type of facility, fleet, and operations described in this scope of work. In addition, he/she will have understanding and knowledge of emerging sustainability practices as they may be applicable to the facility, fleet, and operation described in this scope of work.

10. OPERATING REQUIREMENTS AND STANDARDS

- A. **Supervision** - Contractor shall provide continuous daily street supervision of contracted service at a level and scope sufficient to professionally manage all services. Functions shall include, but be limited to, driver support, the monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of RTA/Contractor policies and procedures, and interacting with transit passengers and the public. Street supervision must be present at all times when services are scheduled to operate. The RTA reserves the right to monitor and evaluate all services and operations at its discretion and to provide similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with terms of the Contract.
- I. This supervision will include *PROACTIVE* management to ensure reliable transit services are provided, service interruptions are prevented and minimized, and bus operators are properly supported in the carrying out of their duties.
- II. Specific functions include but are not limited to evaluating on-time performance and headway compliance; identifying solutions to minimize service disruptions or delays in order to ensure proper frequencies are maintained; responding to and investigating accidents and passenger/resident complaints.
- III. At a minimum, the Contractor will design and at all times deploy professional road supervision for local bus, express bus and Runabout service during all hours of operation with a minimum of 1 supervisor during the base service hours (9:00AM – 3:00PM) and weekend hours; and 2 supervisors during weekday peak hours (5:30AM – 8:00AM; 4:00PM – 6:30PM). Should RTA require additional

supervision due to a special event, service change or emergency, Contractor shall provide this supervision to the best of their ability.

- B. **Dispatch and VMS Monitoring Personnel** - Contractor will provide adequate dispatch and monitoring personnel to enable effective operator/vehicle assignments and prompt responses to all areas of operations that could impact Contractor service. Dispatch and monitoring personnel will be on duty at all times when services are scheduled to operate and will also PROACTIVELY manage all transit services to ensure reliability of published frequencies.
- C. **ADA Passengers and Service Interruptions** - When ADA eligible passengers requiring a lift or ramp are stranded due to bus service interruptions or other legally recognized causes, Contractor shall be required to establish a process pursuant to which they will provide an effective rescue system that is ADA compliant. While on duty, all road supervisors, shall be assigned a Contractor-provided wheelchair accessible van that will also serve as an accessible rescue vehicle.
- D. **Wheelchair Ramp/Lift Failures** - The Contractor must have a system of regular and frequent maintenance checks for wheelchair ramps/lifts on all equipped vehicles that is sufficient to ensure that all ramps/lifts are operative. Bus operators must report immediately any failure of a lift to operate in service. When wheelchair ramp/lift failure is experienced on an in-service vehicle, the Contractor must meet several requirements: If ramp/lift failure occurs on a route where the headway is greater than thirty (30) minutes, the Contractor is required to provide prompt alternative service. The vehicle must be removed from service as soon as possible but no later than the beginning of the next service day if the lift is not repaired. The lift must be repaired before the vehicle is returned to service. In the event that there is no spare vehicle available and the Contractor would be required to reduce service to repair the lift, the Contractor can keep the vehicle with the inoperable lift in service for no more than three (3) days and with the approval of RTA.
- E. **Route and Schedule Planning** - The RTA is responsible for route and timetable planning for the service under this Contract. The RTA will work with the Contractor to develop timetables for the routes to be operated.
- F. **Runcutting** - The RTA does not perform runcutting. However, the RTA's transit operations team will assist the Contractor to produce the Contractor's runcut. Contractor will make all runcutting decisions in accordance with RTA's policies. Contractor will provide final electronic versions of blocks and runcuts to the RTA at least forty-five (45) days prior to schedule changes.
- G. **Relief Points** - Driver reliefs/changes by support vehicle/car may take place at any point along the route provided it is safe and efficient to do so. The Contractor shall develop and implement driver relief methods that minimize the use of automobile trips for driver reliefs. Driver reliefs/bus changes may take place only at designated layover locations in order minimize passenger disruption and to ensure operational consistency and safety. Alternative plans that can be shown to enhance efficiency, effectiveness, safety, or passenger convenience will be considered by the RTA.
- I. **Managing Service Delays and Interruptions** - The Contractor shall be required to implement and continually improve policies, strategies, and procedures to prevent, monitor, mitigate service delays and interruptions in excess of ten (10) minutes, regardless of cause. Proposers are required to provide their plan for the tactical development of these and any other strategies they suggest for preventing and mitigating service delays and interruptions. Appropriate steps must be taken to ensure the published schedules and frequencies are maintained. The Contractor shall be expected to collaborate on an ongoing basis with the RTA on potential strategies for preventing and mitigating service delays and interruptions.

At a minimum, the Contractor will implement an extraboard staffing and strategic bus staging plan to respond to unplanned, potential, and actual bus service interruptions.

If at any time during the course of this contract there is an absence of sufficient or effective strategic and tactical plans for managing service delays and interruptions, the RTA reserves the right to mandate development and

contractor implementation of such plans.

The Contractor will submit for approval effective information dissemination procedures so that announcements, policy changes, route information, special events etc. can be documented as having been received and understood by all personnel.

- J. **Fare Recovery and Fare box Maintenance** - The Contractor is required to properly train all operators on the fare policy and fare box operations. Operators are required to enforce the fare policy with appropriate judgment. Inoperable fareboxes are not to be placed in service and the Contractor shall be required to immediately repair or remove from service any vehicle with an inoperable fare box. A vehicle with an inoperable fare box may be kept in service only if there are no spare vehicles available for replacement.
- K. **Accidents/Incidents Notification Requirement and Process** - Accidents are defined per the Federal Motor Carrier Safety Regulations, Part 390.5 "Definitions." Contractor must report to the RTA on a monthly basis, any major safety and security incidents, as well as any non-major safety and security incidents, per the reporting thresholds outlined in the National Transit Database (NTD) Safety and Security Reporting Manual. RTA shall be notified as quickly as possible of any major safety and security incidents as defined by the National Transit Database, when any media respond to any incident scene, or as directed by the RTA.

11. CONTRACTED SERVICE PERSONNEL

- A. **Organization Disclaimer** - Any resulting contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Contract are considered to be RTA employees and that no rights of RTA civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the RTA harmless with respect thereof.
- B. **Proposed Organizational Structure** - The Contractor shall be required to submit monthly, or at the RTA's request, an accurate and up to date organizational chart that depicts all personnel utilized in the service of this Contract. The organizational chart shall indicate titles, filled positions and number of vacancies.
- C. **General Manager** - Contractor will provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees.
 - I. **Principle Functions** - The principal function of the General Manager will be to oversee the employees of the Contractor and monitor operational activities associated with this scope of work. The General Manager will be responsible to the RTA for the safe, reliable, and effective supply of all services referenced in this scope of work. The General Manager will supervise the daily activities of all operators, supervisors, dispatchers, maintenance workers, and other personnel necessary to support system operations. The General Manager will work cooperatively with RTA and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. These matters include but are not limited to:
 - Ensuring all performance goals are met
 - Effective operations design, scheduling, and management
 - Maintaining a fully and competently staffed organization
 - Providing proper fleet maintenance
 - Effective quality assurance
 - Complete and accurate data collection, compilation, analysis, and reporting

- Compliance with FTA and other federal, state, and local regulatory requirements
 - Effective environmental compliance and sustainability management
 - Professional response to comments from passengers and the general public
 - Effective response to specific requests for other assistance as the need arises
 - Attending local and regional meetings at the RTA's request.
- II. **Minimum Qualifications** - The General Manager shall have a minimum of three (3) years of direct successful experience in a General Manager capacity managing a transit property/operation of similar size and scope. The General Manager shall have a minimum of eight (8) years of transit operations management experience overall. Completion of a four (4) year college degree in a relevant field is desirable, although relevant education obtained through alternative methods will be considered. The RTA shall review the qualifications of any General Manager proposed by the Contractor, and to provide input to the Contractor as appropriate. The RTA may advise the Contractor regarding the individual's performance with respect to the specifications and performance goals stated in the Contract. The RTA shall have authority to approve the Contractor's proposed General Manager candidate prior to his/her assignment.
- III. **Temporary Assignment of Project Responsibility** - Should the General Manager be unavailable to perform his/her duties (e.g., illness, vacation), the General Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify the RTA's Contract Administrator whenever such substitution will occur, prior to the event. If the General Manager will be unavailable for more than two (2) weeks, the Contractor will be required to provide a qualified General Manager as a substitute.
- IV. **Vacancy and Replacement** - At no time shall the General Manager position be vacant. In the event of the General Manager's planned departure, the Contractor will ensure a qualified replacement, as described, who meets the qualifications stated herein and is permanently on-site prior to the previous General Manager's departure. Otherwise, the Contractor will assign a corporate officer to oversee the operation on-site until a qualified replacement General Manager is in place.
- D. **Maintenance Manager** - Contractor will provide maintenance management through a Maintenance Manager at a level and capability sufficient to oversee its functions and employees.
- I. **Principle Functions** - The principal function of the Maintenance Manager will be to oversee fleet maintenance functions and employees. The Maintenance Manager will be responsible to the General Manager and the RTA for the proper maintenance and reliable provision of all services stipulated in this Scope of Work. The Maintenance Manager will supervise the daily activities of all mechanics, utility workers, fare collection technicians, and other related staff. The Maintenance Manager will work cooperatively with RTA and be accountable for all substantive matters pertaining to fleet and associated equipment maintenance as provided under this Contract. These matters include but are not limited to:
- Ensuring all maintenance performance goals are met
 - Proper and timely preventative and corrective maintenance
 - Effective quality assurance on maintenance functions and outcomes
 - Maintaining a fully staffed and competent maintenance division
 - Complete data collection, compilation, analysis, and reporting
 - Compliance with FTA and other federal, state, and local regulatory requirements
 - Effective environmental compliance and sustainability management
 - Effective operability and performance of all supporting sub-systems and components
 - Maximizing fuel efficiency
 - Providing a clean and comfortable fleet
 - Professional response to comments from passengers and the general public
 - Effective response to specific requests for other assistance as the need arise

- II. **Minimum Qualifications** - The Maintenance Manager shall have a minimum of three (3) years of direct successful experience in a Maintenance Manager capacity managing a fleet of similar size and scope. The Maintenance Manager shall have a minimum of eight (8) years of transit fleet maintenance experience overall. The Contractor shall provide evidence of the Maintenance Manager's continuing training and education. The RTA reserves the right to review the qualifications of any Maintenance Manager proposed by the Contractor and to provide input to the Contractor as appropriate. The RTA may advise the Contractor regarding the individual's performance with respect to the specifications and performance goals stated in the Contract.
- IV. **Temporary Assignment of Project Responsibility** - Should the Maintenance Manager be unavailable to perform his/her duties (e.g., illness, vacation), the Maintenance Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify the RTA's Contract Administrator whenever such substitution will occur, prior to the event. If the Maintenance Manager will be unavailable for more than three (3) weeks, the Contractor will be required to provide a qualified Maintenance Manager as a substitute.
- IV. **Vacancy and Replacement** - At no time shall the Maintenance Manager position be vacant. In the event of the Maintenance Manager's planned departure, the Contractor will ensure a qualified replacement, as described herein, is permanently on-site prior to the previous Maintenance Manager's departure. Otherwise, the Contractor will assign a corporate officer (or regional maintenance director) to oversee the operation on-site until a qualified replacement Maintenance Manager is in place.
- E. **Operations Manager** - Contractor will provide operations management through an Operations Manager (Ops Manager) at a level and capability sufficient to oversee its functions and employees.
- I. **Principle Functions** - The principal function of the Ops Manager will be to oversee the operations division and employees. The Ops Manager will be responsible to the General Manager and the RTA for the safe and reliable provision of all services referenced in this Scope of Work. The Ops Manager will supervise the daily activities of all operators, supervisors, dispatchers, and other operationally focused personnel. The Ops Manager will work cooperatively with RTA and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. These matters include but are not limited to:
- Ensuring all operational performance goals are met
 - Effective operations design, system, design scheduling, and management
 - Effective quality assurance
 - Providing the highest quality passenger and resident service
 - Preventing and mitigating service delays, interruptions, and accidents
 - Complete data collection, compilation, analysis, and reporting
 - Managing compliance with FTA and other federal, state, and local regulatory requirements
 - Knowledge, preparedness, and professionalism of all operating personnel
 - Professional and effective response to comments from passengers and the general public
 - Responding to specific requests for other assistance as the need arises
 - Attending local and regional meetings at the RTA's request
 - Respond to, investigate, and report to RTA all accidents
- II. **Minimum Qualifications** - The Ops Manager shall have a minimum of three (3) years of direct successful experience in an /Operations Manager capacity managing a transit property/operation of similar size and scope. The Ops Manager shall have a minimum of five (5) years of transit operations management experience overall. The RTA reserves the right to review the qualifications of any Ops Manager proposed by the Contractor, and to provide input to the Contractor as appropriate. The RTA may advise the Contractor regarding the individual's performance with respect to the specifications and performance goals stated in the Contract.

- III. **Temporary Assignment of Project Responsibility** - Should the Ops Manager be unavailable to perform his/her duties (e.g., illness, vacation), the General Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify the RTA Contract Administrator whenever such substitution will occur, prior to the event. If the Ops Manager will be unavailable for more than three (3) weeks, the Contractor will be required to provide a qualified Ops Manager as a substitute.
- IV. **Vacancy and Replacement** - At no time shall the Ops Manager position be vacant. In the event of the Ops Manager's planned departure, the Contractor will ensure that a qualified replacement, as described herein, is permanently on-site prior to the previous Ops Manager's departure. Otherwise, the Contractor will assign a suitable substitute who meets the qualification stated herein to oversee the operation on-site until a qualified replacement Ops Manager is in place.
- F. **Additional Senior Management Staff**- In addition to the General Manager, Maintenance Manager, and Operations Manager, the RTA believes the following positions or their equivalents are required to provide the proper level of management and leadership for this contract: Quality Assurance/Control Supervisor/Coordinator (or Senior Supervisor with an emphasis on QA), and Training and Safety Manager. The Contractor will ensure that these positions are permanently filled and that vacancies not exceed thirty (30) days. In the event of a vacancy in any one of these positions, the Contractor will establish temporary measures to ensure the functions related to those positions are effectively carried out.
- G. **Dedication to Contract** - The General Manager, the Maintenance Manager, the Operations Manager and all positions noted under above shall be dedicated to this Contract for one hundred percent (100%) of their time spent employed by the Contractor.
- H. **Maintenance Staff** - As part of the maintenance plan submitted in response to this RFP, Proposers are required to submit an organizational chart for the maintenance department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions that best meets the maintenance needs of the RTA's fleet and assets.

At least thirty percent (30%) of all maintenance personnel, including the Maintenance Manager, must be ASE master certified on medium/heavy-duty trucks and or buses or possess comparable certifications. Certifications must be kept current throughout the duration of the Contract.
- I. **Operations Staff** - As part of the transit service operating plan submitted in response to this RFP, Proposers are required to submit an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., Dispatchers, Road Supervisors, etc.) best meets the operating needs and service expectations.
- J. **Professional Development and Education** - As part of the response to this RFP, proposers shall be required to submit a Professional Development and Education Plan for all employees in the organization. The plan's two central foci should include 1) improving the competency, professionalism, and innovation with which RTA's transit service is provided, and 2) providing opportunities for individual employee professional development.

12. **EMPLOYEE MINIMUM QUALIFICATIONS**

- A. All employees must be citizens of the United States or legally authorized to work in the United States.
- B. **Hiring and Selection** - The Contractor is responsible for the following activities:
 - I. Coordinate all hiring and selection, wage and salary administration, and affirmative action.
 - II. Update job descriptions, write newspaper ads and promotional bulletins, process, screen and accept/reject applications/resumes, interview potential candidates, prepare new hire evaluation follow-up, coordinate physicals, provide career counseling, develop recruitment, hiring and testing procedures, and train interviewers.

- III. Ensure that employees comply with Federal Transit Administration (FTA) Alcohol and Drug Testing Regulations for testing including: pre-employment, reasonable cause, return to duty, post accident, and random. Furthermore, current FTA requirements call for twenty-five percent (25%) of safety sensitive employees must be randomly tested on an annual basis for illegal drug use. In addition, current FTA requirements call for ten percent (10%) percent of safety-sensitive employees must be randomly tested on an annual basis for alcohol misuse. Contractor must conform to 49 CFR Parts 655 and shall adjust annual random testing rates accordingly based on amended federal requirements.
- IV. Provide wage and salary administration as needed and complete salary surveys, conduct job analysis, analyze salary survey data, and prepare job descriptions for budgeted positions.
- V. Provide a recruitment and training plan that effectively addresses turnover so that sufficient personnel are on hand at all times to provide revenue service.
- VI. The wage scale paid to vehicle operators must at a minimum equal 1½ times the then prevailing California minimum wage rate.

C. **Minimum Qualification for Bus Operator Trainees** - The position of a bus operator is a complex one; it requires a diverse range of skills to safely operate large and technically advanced passenger vehicles as well as interact with and serve a multitude of people in a professional manner. As the RTA has high standards for the transit services it provides, it must necessarily have similarly high standards for the individuals who operate this service and represent the RTA. To this end, the RTA requires the following qualifications for bus operator trainees and all those who may, in the course of their duties, operate a bus, such as maintenance staff or utility/service island workers:

- I. Operator trainees must have had a valid driver's license for the past three (3) years.
- II. Operator trainees must be a minimum of twenty-one (21) years of age.
- III. A minimum (3) year driving record is required if an applicant has had a valid driver's license for only three (3) years. For applicants with a valid driver's license for five (5) years or more, than a ten (10) year driving record is required. Contractor must review a ten (10) year record issued within the past forty-five (45) days from any state where the applicant has held a driver's license in the past five (5) years. When a five (5) year record is unavailable, a three (3) year driving record must be obtained.
- IV. If an out-of-country driving record is unavailable then the applicant must have possessed a valid driver's license in the U.S. for the past three (3) years.
- V. No more than two (2) moving violations in the past five (5) years are allowed.
- VI. No more than two (2) accidents in the past five (5) years are allowed. This includes no-ticket accidents.
- VII. Driving records must not reflect any conviction of a serious traffic violation (i.e., DUI, driving with a suspended license) in the past ten (10) years.
- VIII. Driving records must not reflect more than two (2) convictions of serious traffic violations in a lifetime including Failures to Appear (FTA's).
- IX. No more than two (2) violations for No Liability Insurance in a five (5) year period are allowed.
- X. Patterns of moving violations, accidents, and/or other infractions may also disqualify an applicant.
- XI. Background Checks - Contractor shall conduct background checks as prescribed by the RTA on each employee as a condition of receiving access to RTA facilities.
- XII. Any conviction or deferred adjudication within the past ten (10) years for a felony offense will result in disqualification.
- XIII. Any drug offense, theft, assault or other conviction within the past ten (10) years for a felony or misdemeanor offense that conflicts with the duties of the position will result in disqualification.
- XIV. Any conviction or deferred adjudication for a felony or misdemeanor offense beyond ten (10) years that is of a serious enough nature to be considered remaining in conflict with the duties of the position will result in disqualification. Example: murder or sexual assault conviction.

Other Bus Operator Trainee Qualifications:

- All operator trainees must be employees (full or part time) of Contractor.
- All operator trainees must have the ability to effectively read, write and speak English.
- All operator trainees must have and display sensitivity to passenger's needs.
- All operator trainees must have the ability to handle complaints and operational problems as

- required on a daily basis in a calm, courteous, and professional manner.
- All operator trainees must pass a biennial Federal Department of Transportation (DOT) physical exam and a comprehensive drug screen as required by FTA regulations.

D. **Additional qualifications for non-operator safety-sensitive positions** - Any other safety sensitive employee and employees that will, through the course of their duties, have public contact must meet the following criteria upon hire:

- I. Any conviction or deferred adjudication within the past ten (10) years for a felony offense will result in disqualification.
- II. Any drug offense, theft, assault or other conviction or deferred adjudication within the past ten (10) years for a felony or misdemeanor offense that conflicts with the duties of the position will result in disqualification.
- III. Any conviction or deferred adjudication for a felony or misdemeanor offense beyond ten (10) years that is a serious enough nature to be considered remaining in conflict with the duties of the position will result in disqualification. Example: murder or sexual assault.

Qualifications for non-operator non-safety sensitive positions without the responsibility of public contact must meet the following criteria upon hire:

- Any conviction or deferred adjudication offense within the past ten (10) years for a felony will result in disqualification.
- Any conviction or deferred adjudication within the past ten (10) years for a felony or misdemeanor offense that conflicts with the duties of the position will result in disqualification.

E. Contractor will, at a minimum, conduct biannual reviews of driving records and background checks to ensure that the preceding qualifications are still met by all employees. Employees failing to meet these qualifications may not be used to perform services under this Contract and must be immediately released from employment.

13. TRAINING AND PROFESSIONAL DEVELOPMENT

It is the sole responsibility of Contractor to ensure that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their public service duties and responsibilities at all levels of the organization. Contractor will provide training and professional development for all personnel working on this Contract suitable to the tasks and duties conducted. It is further the responsibility of the Contractor to ensure that appropriate personnel can operate a transit vehicle in a safe, professional and courteous manner. The Contractor's shall provide additional training in the event that the training requirements stipulated herein are insufficient to meet the objectives noted above.

A. **Bus Operators**

- I. **Commercial Driver's License Requirement** - To operate RTA transit vehicles, all Contractors employees operating RTA buses are required to obtain a valid CDL Class "B" license with proper endorsements and valid Medical Certificate (this includes employees who may only operate equipment on private or RTA property).
- II. **Training of Operators and Operations Staff** - Contractor will be expected to develop, implement, and maintain a formal training and retraining plan and program for all operators. The training plan and program will be submitted to the RTA for review and approval prior to service implementation. All training will be documented and the RTA may audit Contractor's compliance with its training plan and program and documentation at any time. The bus operator training plan and program must include the following.
- III. **Bus Operator Training Minimum Requirements** - The training described below establishes the minimum training requirements for all vehicle operators prior to being assigned to regular revenue service:

- a) At a minimum the training program should be one hundred (100) hours, of which at least forty (40) hours must be individual behind-the-wheel (excluding CDL certifications), and ten (10) hours must be ADA training.
- b) The classroom training must include the following:
- Contractor's organizational structure and relationship to the RTA;
 - RTA history, culture(s), and values. This element must also include education and dialogue about the meaning of public service. The Contractor shall involve the RTA in the development of the content for this element;
 - Overview of RTA's transit system and operating entities and all other systems which RTA interfaces with;
 - Regional fare structure and collection policies and procedures;
 - Pre-trip and Post-trip inspection;
 - Sensitivity training;
 - Orientation to major activity centers, points of interest, RTA and regional geography, the arterial/secondary street systems, and map reading and interpretation;
 - Recognized defensive driving and driving maneuvers training;
 - Human/passenger relations and assistance techniques;
 - State motor vehicle laws;
 - Stress management;
 - Americans with Disabilities Act;
 - Lift/ramp operation and wheelchair securement devices by sub-fleet;
 - Personal safety, including, at a minimum, theft/robbery prevention, violence in the workplace, assault prevention;
 - Vehicle emergency operations;
 - Drug and alcohol substance abuse training;
- c) **ADA Training (Initial and Refresher)** - Contractor shall be required to provide initial and annual refresher training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent or infrequent basis. At a minimum, such training shall include:
- (i) **Initial Training:**
- Four (4) full clock hours of classroom ADA sensitivity training. Such training shall include: Lecture on the ADA law with strong employee participation and also may include such other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process. Panel discussion led by people with disabilities presenting information regarding different types of disabilities and recommending improvements to accessible transit service. A review of ADA complaints filed by passengers with disabilities during the preceding year by category. A review of passengers with disabilities requiring special service needs.
 - Three (3) full clock hours of classroom ADA operational training. Such training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Also included within this training shall be a discussion of operator responsibilities, equipment and devices currently in use, proper use of such equipment and devices, such other matters as the Contractor deems appropriate including stop

enunciation.

- Two (2) hours of field time on the bus with instructors to evaluate operator expertise in the boarding, securement and debording of mobility aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility aid devices should be used to conduct the hands-on training. For use in hands-on training and hands on evaluation, the Proposer shall be responsible for procuring a minimum of one (1) of each of the following: A manual wheelchair, an electric scooter, an electric wheelchair.

- (ii) **Annual Refresher Training:** Annual refresher training is to be an abridged version of the entire initial training program.

d) **Additional Pre-Revenue Service Training Requirements:**

- (i) Trainees will receive sufficient in-service training on the entire fixed route and circulator system so that graduating trainees are capable of driving any route at anytime. In-service training shall be followed by a written post in-service training test that must contain the following elements: route knowledge, schedule knowledge, basic information on routes operated by other contractors, layover locations, turn-around routes, and additional items to be included at the RTA's request such as hand sign use and transfer/layover site protocol.
- (ii) No operator will be allowed to operate equipment in RTA service until s/he has been trained and signed off by a qualified instructor as to his/her successful attainment of the skills necessary to properly operate the vehicle type to which s/he has been assigned.
- (iii) No operator will be allowed to operate equipment in RTA service until s/he has successfully completed a defensive driving course. All operators must successfully complete a defensive driving course at a minimum of once every three (3) years.

- e) **Bus Operator Performance Evaluation** - A qualified instructor or supervisor will evaluate each operator employed under this Contract at least once every six (6) months, including in-service evaluation, and license and medical certificate checks. When required, Contractor's qualified instructor will ride with an operator and perform an evaluation and re-training, if necessary.

- f) The Contractor shall complete supplemental training in the following areas:

- (i) As needed, following a preventable accident or incident (four (4) hours minimum prior to reinstatement)
- (ii) Monthly, safety meeting format (one (1) hour minimum per month)
- (iii) Annually, ADA & sensitivity training refresher (eight (8) hours minimum)
- (iv) As directed by RTA staff

- iv) **Evaluation** - Proposers shall submit a training program evaluation plan as part of their response to the Employee Training and Professional Development Plan Proposal Evaluation element. This is to formalize an ongoing evaluation protocol to ensure continuous information on training effectiveness and program improvement.

- v) **Training Staff** - Persons designated as a "qualified instructor" "trainer" or "behind-the-wheel-trainer" or any Contractor employee performing these functions under this Contract must have a record of safe driving; at least two (2) years experience driving professionally as a transit bus operator or paratransit operator as appropriate, and a demonstrated ability to provide high quality customer service.

- B. **Maintenance Training Program** - A maintenance training program shall be established to identify minimum training requirements for all maintenance staff prior to being assigned. At least thirty percent (30%) of the maintenance staff shall be ASE Master Certified for medium/heavy duty trucks or possess

comparable certification. Certifications must be kept current throughout the duration of the Contract.

- I. All mechanics employed by the Contractor shall have, at a minimum, two (2) years experience or have completed at least forty (40) hours of Contractor provided training within first thirty (30) days of employment. In addition, all mechanics shall receive a minimum of twenty-four (24) hours of technical/refresher training annually. All training shall be documented and maintained in the employee's personnel file.
 - II. The Contractor, to further promote professional development, is strongly encouraged to have all mechanics employed to obtain their ASE master certification in medium/heavy duty trucks or comparable certification.
- C. **Supervisor Training Program** - A training program shall be established to identify minimum training requirements for all supervisors (including road supervisors, and dispatchers) prior to being assigned. Supervisors shall undergo a minimum of eight (8) hours of refresher training annually that shall include functional areas relevant to their specific positions but will at a minimum include the following areas: accident investigation; sensitivity training; human and passenger relations techniques; stress management; emergency operations; defensive driving and driving maneuvers; state motor vehicle laws and with at least two (2) hours dedicated towards reasonable suspicion training.
- D. **Curricula** - Proposers shall submit the following curricula as part of their response to the Employee Training and Professional Development Plan Proposal Evaluation element:
- I. Bus Operator Training Curriculum (classroom instruction, behind-the-wheel training, ADA training, in-service/route training).
 - II. ADA Sensitivity Training.
 - III. Re-Training Curriculum - Retraining for specific classes of employee problems (e.g., accidents, complaints, policy & procedure, customer service, ADA)
 - IV. Annual Refresher Training Curriculum.
 - V. Maintenance Training Curriculum
 - VI. Supervisor Training Curriculum

14. UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS

Contractor shall provide a detailed uniform policy and dress code that RTA shall approve prior to April 1, 2009. The dress code and uniform policy is intended to communicate a singular and professional image to the public. Not just the uniform itself, but its appearance is a signal to the public regarding the professionalism of the RTA, and the Contractor. It is one of the most outwardly visible signs that the public uses to evaluate the transit system's safety, professionalism, reliability, user-friendliness, and comfort. Success in presenting a positive and professional image fosters the public's pride in their transit system.

- A. Beginning May 1, 2009, the Contractor will supply every operator with a five (5) day supply of uniform shirts and pants as well as one (1) jacket. RTA will consider uniform alternatives for approval such as hats, vests, sweaters, etc.
- B. At all times while on duty, operators shall be well groomed, clean and in complete uniform.
- C. All operators must be neat in appearance, uniform clean and pressed with shirt tucked in, shoes shined, hair clean and neatly cared for. During cold weather months, operators shall be required to wear uniform jackets approved by the RTA. During summer months, operators will be allowed to wear shorts that are hemmed and fall just above the knee.
- D. Any non-uniform pieces of clothing (e.g., jackets, hats, sweaters) shall not be permitted while on duty.
- E. All employees of Contractor must wear their employee ID/security badge visibly while on RTA property, including buses.

- F. Consideration for safety must be applied to all dress code components.
- G. The Contractor shall be responsible for making operators aware of, and PROACTIVELY enforcing, their responsibility to maintain the entire operator area and passenger cabin in a clean and professional condition:
 - I. All operators' personal items shall be properly stowed out of passenger sight.
 - II. Food and beverages shall not be consumed while the vehicle is in revenue service. Food and beverages may only be consumed at designated layover points at the end of the line. Operators may only bring beverage containers on board the bus that are of the closed lid variety and that are safely secured.
 - III. The operator's area must at all times be free of trash. The Contractor shall ensure that all buses are equipped with small trash bins. At the end of EVERY trip, or as needed, the operator WILL be required to inspect the interior of the bus and transfer any trash or recyclable material from the passenger area to the on-board trash or recycle bin. If operator deems any material to be hazardous, then he/she will be required to radio for assistance with clean-up as needed or bus replacement.
 - IV. The forward dash area near the front windshield shall NEVER be used as a storage space for materials of any kind.
 - V. The Contractor shall be responsible for ensuring that bus operators do not use cell phones or any other personal media device while operating the bus.
 - VI. Bus operators must never leave a bus unattended while it is in revenue service.
 - VII. Buses may not idle at layover or transfer sites for more than 5 minutes.

15. PASSENGER SERVICE AND COMMUNITY ENGAGEMENT

- A. The RTA's residents and transit passengers are *NOT mere customers* that consume a particular product or service (i.e., transit service). Such a view of residents and transit passengers negates the very substantive, collaborative, and responsible role they play in co-creating the RTA's public transit services. The RTA and passengers are to be conceived as *PARTNERS*, regardless of the nature of the interaction. This reoriented relationship does not diminish the standard principles which have come to define good customer service, but it does seek to forge a fuller, more equal, and more engaged *relationship* with residents and passengers.
- B. It shall be the Contractor's unequivocal mission to ensure a safe, pleasant, comfortable, and engaging operating environment for passengers on-board in-service buses as well as at all interface points with transit facilities (e.g., bus stops, transit centers, park-and-rides, etc.). It shall likewise be the Contractor's unequivocal mission to ensure transit operations and employee conduct is respectful of residents and their homes or businesses.
- C. The Contractor shall develop all operating policies and practices around the values of *Safety, Excellence, Service, Community, Sustainability, Employee Development, and Imagination*.
- D. **Complaint Resolution** - When the Contractor's performance fails to meet the expectations of residents or passengers, management staff shall oversee and implement a process for working with residents/passengers to reach a resolution. Every complaint or inquiry is an opportunity to approach the situation pragmatically and with openness to develop a joint resolution. Typically, inquiries and complaints will come through RTA within one (1) business day of the incident being reported. However, complaints may come from a variety of sources including from the public directly. Throughout this process, the Contractor shall engage the complainant in a professional, constructive, and collaborative manner in order to reach a resolution. The Contractor will design operating policies and practices around the following requirements intended to ensure passengers receive timely responses to their inquiries:
 - I. **Preliminary Contact** - Within one (1) business day of receiving the complaint from RTA, the Contractor will contact the individual(s) and let him/her know that the Contractor has received and is investigating the complaint and will be working to resolve the specific and fundamental issues involved.

- II. **Final Contact** - Communication to the passenger of formal responses, results of investigations, or action taken shall be made to complainants within five (5) business days.
 - III. The RTA shall be kept aware of the status of all complaints received through the regular updating of a complaints resolution report.
- E. The Contractor shall also comply with the following requirements:
- I. The Contractor shall coordinate all inquiries or complaints received from any and all individuals. The RTA shall be kept aware of the status of all complaints received through the completion of a complaint log. At a minimum the log shall contain basic information about the complainant, day/time/route information, the issue, communications, status, and information on action taken/resolution.
 - II. When the Contractor is contacted directly by residents/passengers outside the RTA process, the Contractor shall be required to receive and respond to passenger/resident complaints in the same manner stipulated above, but must also forward the information to RTA.
 - III. At any time, the RTA may direct the Contractor to give priority to a certain complaint or type of complaint.
 - IV. **Operator Removal From Service** - The RTA may require the Contractor to immediately, pending investigation, remove any operator, supervisor, dispatcher, or maintenance personnel from RTA transit service for any one of, but not necessarily limited to, the following offenses:
 - a) Committing unsafe or inappropriate acts while providing service.
 - b) Failure to follow RTA's policies and procedures.
 - c) Use of cell phone or other media while operating a bus in revenue service.
 - d) Revocation, suspension or non-renewal of a valid California driver's license.
 - e) Conviction of any felony criminal offense.
 - f) Not in the approved uniform or in conformance with specified uniform standards.
 - g) Non-compliance with the Americans with Disabilities Act (ADA).
 - h) Use of any tobacco product on or around a RTA vehicle while in revenue service.
 - i) Failure to follow safety rules and regulations.
 - j) Failure to follow security policies, guidelines and procedures.
 - k) Notification of an active warrant from any law enforcement or judicial agency.
 - l) Failure to comply with any policy or procedure established by the RTA for the purpose of maintaining or enhancing the quality of transit and customer service.
 - m) A pattern of conduct not consistent with RTA standards.
- F. **Community Engagement** - The Contractor, in agreeing to the terms and specifications of this Contract shall be considered an agent and representative of the RTA. As such, in the course and context of all work specified herein, the Contractor shall bear the same political responsibilities (e.g., to pursue justice, equity, inclusion, participation) to the citizens (i.e., all residents) it serves as does the RTA itself. To this end, the Contractor shall develop and implement a plan for community engagement and partnership that realizes the essential bond that unites public servants (regardless of sector status) and citizens (i.e., all residents) and strives to forge a collaborative relationship in all matters pertaining to transit planning and operations. As part of this plan, the Contractor shall articulate a "social embedded" philosophy, with goals, objectives, policies, and practices consistent with the values stated in section C above.
- G. **ADA and Racial Discrimination (Title VI) Complaint Resolution**
- I. Contractor shall be required to establish a process for the thorough and prompt resolution of all ADA and Title VI complaints. The process shall include contemporaneous documentation of the nature of the complaint, its processing, its resolution, any remedial actions undertaken, and

communication of a final response to the complainant. The complaint resolution process shall include, at a minimum:

- a) Intake procedures and complaint evaluation;
- b) Investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria);
- c) Complaint resolution;
- d) Passenger contact;
- e) Remedial action taken.

II. **Complaint Investigation** - All ADA and Title VI passenger complaint investigative reports will be evaluated after completion of the investigation for compliance with the following federal requirements. Each completed investigative report will provide full and complete documentation for each of these requirements:

- a) Statement of issues;
- b) Respondent's reply to each issue;
- c) Findings of fact;
- d) Citations of pertinent regulations and rules;
- e) Conclusions of law;
- f) Description of remedy for each violation;
- g) Follow-up response to the complainant;
- h) All complaint investigate reports will be monitored by RTA staff. Performance will be evaluated based upon the seven (7) indicators listed above.

III. **ADA Complaint Resolution Training** - In addition to the foregoing, Contractor shall provide appropriate classroom and hands-on training to each individual involved in the ADA complaint resolution process. RTA must approve all exceptions to the required minimum training standard in writing.

IV. **ADA Complaint Resolution Plan** - Prior to implementation, Contractor shall submit its ADA and Title VI complaint resolution plan to the RTA for evaluation and approval.

V. If a complaint is considered ADA in nature as defined by 49 CFR, Part 27, Contractor shall follow the procedure established by the RTA in documenting, investigating and responding to this type of complaint.

16. EMPLOYEES OF PRIOR CONTRACTOR

- A. The Contractor shall understand that the majority of transit employees are protected by 49 U.S.C. 5333(b) (also known as Section 13c) of the Federal Transit Act and shall comply with all laws and regulations pertaining thereto. Contractor will be required to afford a priority in hiring to the existing employees of the prior RTA service provider in accordance with this paragraph.
- B. The priority in hiring shall not require the hiring of any existing employees if the Contractor determines that the employee is not qualified for the position (under the terms of the Contract or under the Contractor's employment standards and personnel policies), or the Contractor determines that the employee should not be hired because of unsatisfactory past employment history (such as documented disciplinary actions, habitual absenteeism, etc.) The priority in hiring shall not extend to any individual who was dismissed from his or her employment for cause, and shall not extend to senior management staff of the prior service provider.
- C. Nothing in this Section shall be construed as 1.) requiring the Contractor to recognize any union which represented the workforce of the prior service provider (except as may otherwise be required by applicable law); or 2.) requiring the Contractor to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement between that prior service provider and any union.

17. LABOR RELATIONS REQUIREMENTS

- A. Contractor shall negotiate and administer collective bargaining agreements as required under 49 U.S.C. § 5333(b), previously called Section 13(c) of the Urban Mass Transportation Act of 1964, and be the assignee of the present bargaining agreements. The duties and responsibilities include: labor relations training, grievance investigation, arbitration services, negotiation preparation, negotiating labor agreements, and Contract compliance and administration. Provide any training needed or requested relative to Contract administration, employee counseling, and general employee relations. Contractor is responsible for all investigations surrounding grievances filed by employees.

18. MAINTENANCE PLAN AND PROGRAM

- A. The Contractor shall be solely responsible for the proper maintenance (both preventive and corrective) of all buses and RTA furnished equipment provided under this Contract. Maintenance must be performed so as to ensure safe, reliable transit service delivery, professional image, minimal service interruptions, and maximum fleet availability. The Contractor shall comply with requirements contained in the Federal Motor Carrier Safety Regulations applicable to passenger transit operations and fleet maintenance.
- B. Maintenance Staffing - The Contractor shall maintain a mechanic to fleet ratio of not less than 1:6 not including the maintenance manager, parts employees, and fleet care/fare box utility technicians. Maintenance staffing plans shall be submitted to RTA on a quarterly basis to ensure that RTA is aware of coverage.
- C. The Federal Transit Administration (FTA), per FTA Circular 9030.1C, requires each recipient of federal funding to have a current written maintenance plan for its federally funded rolling stock. Sub-recipients, and by extension their contractors, shall be held to these same standards. As such, the Contractor is required to have and follow a formal written plan for maintaining the RTA's transit vehicles and supporting equipment. An effective maintenance plan and program addresses the unique needs of each type of transit vehicle and the unique characteristics of each operating environment. At a minimum, the plan and program shall:
 - i) Identify and define goals and objectives and how they are achieved;
 - ii) Address the current mix of rolling stock;
 - iii) Outline procedures for maintaining accessibility equipment;
 - iv) Describe preventive maintenance procedures;
 - v) Adhere to manufacturer's requirements for vehicles under warranty;
 - vi) Be updated to account for industry changes;
 - vii) Describes preventive maintenance procedures for all equipment provided by the RTA.
 - viii) Address records management;
 - ix) Describe quality assurance and control procedures.

19. VEHICLE CONDITION AND MAINTENANCE

- A. Contractor will be responsible for all vehicle maintenance, and will maintain accurate records for same. Maintenance will be performed to original equipment manufacturer (OEM) standards and/or RTA's written instructions.
- B. In order to keep all RTA-furnished vehicles in a safe and reliable well maintained condition, Contractor will be required to perform all routine preventive maintenance, running repairs, vehicle servicing, vehicle cleaning (minor and major) at the RTA Operations and Maintenance Facility at 179 Cross Street. Due to its limited capacity, all heavy repair, major rehabilitation and, body work of any type will be completed off-site by an independent repair facility or vendor. The Contractor shall provide adequate notification and if requested to do so by RTA, secure competitive and documented pricing for said repairs.

- C. Due to the limited capacity of the RTA facility, all fueling will be done offsite at various locations throughout the county. RTA shall provide fuel cards for these facilities.
- D. Contractor will be totally responsible to maintain the vehicles in the same operating condition and appearance in which they are received, subject to reasonable wear and tear based on mileage and age.
- E. **General Maintenance Standards:**
 - I. All components of the vehicle bodies, accessories, chassis, and any additional equipment on the vehicles, (e.g. lifts, radios) shall be maintained in safe, sound, and undamaged condition at all times. Repairs (including body, glass, and all bus appurtenances) shall be made expeditiously, unless the defect would affect safety or passenger comfort or have a significant affect on appearance, in which case the repair shall be made before the vehicle is put back in service.
 - II. Heating and air-conditioning (A/C) systems shall be maintained to ensure that passenger compartments are comfortably maintained under all climatic conditions at all times. The Contractor shall maintain the A/C systems in operating condition at all times, regardless of climatic conditions.
 - III. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and working condition at all times.
 - IV. The Contractor shall perform fluid analysis at each preventative maintenance inspection and provide copies to RTA or provide access to an online fluid analysis system.
 - V. The Contractor shall perform annual Emission/Opacity inspections to meet all applicable clean-air standards and maintain all equipment within those standards. Reports are due to RTA by 12/31.
 - VI. Wheelchair ramps and lifts must be operational at all times when vehicles are in revenue service. The Contractor shall perform regular inspections on the "A" inspection of all wheelchair lifts and ramps per manufacturer recommendations.
 - VII. All vehicles placed in revenue service shall have fully operational air conditioning, wheelchair lifts/ramps, securement devices, flip seats, radios, fareboxes, security cameras, destination signs, voice announcement systems, seat belts, lights, brakes, horn, bike racks, and passenger stop notification systems. In addition, all vehicles placed in revenue service shall be free of body damage, have no missing or unpainted panels; with wheels and tires checked nightly for any defects flats, curbing, or lugs missing, be free of graffiti on the exterior and interior of buses, and have all safety items fully operational; i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.
 - VIII. Replacement tires are to be OEM quality or a grade better and must be provided by Contractor. Steering axle tires shall not be recapped, regrooved, or retreaded. Non-steering axle tires may be recapped, regrooved, or retreaded.
 - IX. Bus operators shall be required to complete and document a pre-trip and/or post trip inspection before and/or after entering revenue service.
 - X. No vehicle will be repaired with parts removed from another vehicle for any reason without prior written consent from RTA.
 - XI. All vehicles will be maintained properly as required by the agency, and will not put into peril any warranties that may exist on a particular vehicle from the Original Equipment Manufacturer (OEM). In the event that warranty is void due to negligence or lack of maintenance. Contractor will be required to purchase the remainder of the warranty from the OEM in order to cover the time that was lost due to negligence or lack of maintenance.
 - XII. Running repairs. Contractor is responsible for all running repairs. If running repairs are not completed within thirty (30) calendar days from the time the defect was identified, RTA may assess a penalty in the amount of one hundred dollars (\$100.00) per day per unit until all repairs are made and verified by RTA.
 - XIII. Contractor will warranty all components and parts installed by Contractor's maintenance department or contracted repairs with the same warranty as is provided by manufacturers or certified re-builders in the area.
 - XIV. Failure by Contractor to maintain RTA furnished vehicles as defined by the manufacturer's technical manual and RTA written instructions may result in RTA arranging for the repair at the Contractor's expense.
 - XV. A yearly engine tune-up will be performed as per the engine manufacturer's specifications. Such

tune-ups will be performed at either 40,000 miles or 5,000 hours, whichever comes first. All valve settings and engine codes will be placed on the work order for RTA's review.

XVI. Mileage will be taken daily by the hubometer; defective hubometers must be replaced immediately. All miles reported to RTA must be lifetime chassis miles

XVII. Any vehicle that uses more than the following must be checked by Contractor and repaired as needed by Contractor.

- a) Engine oil - one (1) quart per one hundred (100) miles
- b) Transmission oil - three (3) quarts per day
- c) Coolant - three (3) quarts per day
- d) Contractor must keep accurate records of the above, by vehicle.

XVIII. In the event Contractor should receive any new or used equipment, the required maintenance schedule for those vehicles would change to meet the needs of the new equipment. Should the need for such new standards arise during the term of the Contract, the RTA will provide required maintenance procedures and negotiate any appropriate Contract modifications with Contractor.

F. **Required Daily Servicing Standards** - The Contractor is required to document the completion of the following minimum servicing standards and provide to RTA on request.

- I. Fuel vehicle (daily)
- II. Check engine oil (daily)
- III. Check ATF (daily)
- IV. Check Coolant level (daily)
- V. Read/record vehicle mileage (daily)

G. **Major Repairs - Engine, Transmission and Differential Overhaul**

Contractor shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. As a minimum, the Contractor's monitoring program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance. In addition, Contractor shall perform a laboratory analysis of engine oil at every oil change, laboratory analysis of transmission fluid and differential oil every 6,000, or when necessary to assist in the diagnosis of a mechanical problem. Contractor will provide copies of all laboratory analysis to RTA on a monthly basis and/or provide access to an on-line fluid testing report system. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

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

Engine, transmission and differential overhaul shall be performed by a factory authorized repair shop, approved by RTA in advance of work, using only OEM parts and OEM minimum overhaul standards. RTA will reimburse the authorized repair shop directly and only for actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If RTA determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by Contractor, RTA will not be liable for the cost of any resulting repairs. Contractor must submit a detailed invoice to RTA for all such work.

Any estimates for labor, materials or related expenses to remove and replace engines, transmissions and differentials shall be provided to RTA by contractor. In addition, during an overhaul or when engine, transmission is overhauled the authorized repair shop shall assess all ancillary parts including, but not limited to all cooling hoses, engine and transmission mounts, drive belts, and the radiator. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul.

RTA shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, engine driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors and turbo chargers. RTA shall also remain responsible for all costs related to repair or replacement of transmission related parts such as, but not limited to, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. RTA shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

In January 2008 RTA undertook an extensive rehabilitation program of its entire fleet. An outside maintenance consultant provided an assessment on the entire RTA, Runabout, County and SCAT fleet condition. All necessary repairs were made to the following areas: suspension, brake components, alternators, generators, A/C and heating components, engine, transmission and rear-end replacement. All repairs were completed with OEM parts at a certified outside shop and components/labor are warranted

- H. **Preventive Maintenance** - Regular preventive maintenance inspections, conducted in accordance with the Contractor's preventative maintenance plan, are to be conducted prior to three thousand (3,000)-mile intervals or 45 days.
- I. Preventive maintenance will be based on the lifetime chassis miles of the vehicle rather than the hub miles. For example, if the hub is changed, the actual miles may conflict with the previously recorded inspection. Maintenance actions shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals.
 - II. If any inspection of preventive maintenance records reveals the omission or lack of documentation of maintenance service as required by this Contract or the Contractor's Maintenance Plan, there will be a reduction in the following semi-annual performance payment/credit equal to an amount to one-hundred dollars (\$100.00) per occurrence.
 - III. Each time a vehicle enters a shop for a preventative maintenance inspection, the engine, transmission, radiator and condensers, and battery compartment must be cleaned. Care should be taken that no damage is done to electrical components or connectors.
 - IV. A fluid sample of engine oil will be taken and sent out for standard oil analysis at each three thousand (3,000)-mile inspection. A fluid sample of transmission fluids will be taken and sent out for analysis at an interval of three thousand (3,000) miles.
 - a) These samples must be drawn from the filler tubes, not the drains.
 - b) All results of the samples taken will be forwarded to RTA in writing or electronically.
 - c) Any fluid samples found to be out of Specifications will need to be addressed with corrective repairs to the appropriate vehicle component to ensure asset reliability.
 - V. Engine oil, filter and fuel filters, will be changed at every three thousand (3,000)-mile preventative maintenance inspection. Transmission oil and filters will be changed at intervals as indicated by oil samples taken every twenty-four (24,000) miles. All transmissions will be serviced with Transynde transmission fluid (or an approved alternative). Gaskets or seals will be replaced when the filter is replaced or changed. Engine oil must fall under the CF-4 oil classification.
 - VI. Air dryers will be rebuilt at every forty-eight (48,000)-mile inspection at a minimum. The air cleaner will be checked every inspection and replaced if the monometer reading is above six (6) inches of water and readings will be placed on inspection records.
 - VII. A standard preventive maintenance wheelchair lift or ramp inspection will be performed every six thousand (6,000) miles, and a more extensive preventive maintenance inspection every twenty-four (24,000) miles. Wheelchair lifts or ramps must be cycled daily immediately

prior to entering revenue service. OEM maintenance standards will be used.

- VIII. A short-form preventive maintenance air conditioning inspection will be performed every six thousand (6,000) miles, and a long-form preventive maintenance inspection every twenty-four (24,000) miles. OEM maintenance standards will be used.
- IX. Air-conditioning filters will be changed every inspection, or sooner as needed.

I. **Vehicle Cleaning and Appearance** - Contractor will be required to ensure that all buses entering revenue service fully meet the following standards of cleanliness and professional appearance. RTA staff shall evaluate buses in service or on the ready line for compliance with these requirements. In the event that RTA staff concludes that buses do not meet one or more of these requirements, there will be a reduction in the following semi-annual performance payment/credit equal to an amount to one-hundred dollars (\$100.00) per occurrence

I. Bus Exterior

- a) All vehicles placed in revenue service shall be free of body damage, have no missing or unpainted panels;
- b) All exterior panels (front, sides, rear) shall be clean and free of graffiti, and/or etchings;
- c) All exterior windows shall be clean and free of significant damage, graffiti, and/or etchings;
- d) All wheels and rims shall be completely clean.

II. Bus Interior

- a) Side and ceiling panels shall be clean and free of significant body damage, dust, dirt, tape, graffiti, stickers, gum, and/or etchings;
- b) Windows shall be clean and free of significant damage, dust, dirt, graffiti, stickers, gum, and/or etchings;
- c) Floors shall be clean and free of foreign objects, significant damage, dust, dirt, graffiti, stickers, gum, trash, and/or etchings;
- d) Handrails and window rims shall be clean and free of all noticeable dust dirt, damage, graffiti, stickers, gum, and/or etchings;
- e) Driver's compartment dash, and floor area shall be clean and well kept - free of noticeable dust, dirt, damage, graffiti, stickers, gum, trash, and/or etchings;
- f) Light fixtures shall be clean and operable at all times - free of noticeable dust, dirt, damage, graffiti, stickers, gum, trash, and/or etchings;
- g) All passenger and operator seats shall be clean and free of dust, dirt, damage, graffiti, stickers, gum, trash, excessive wear, and/or tears in fabric. The Contractor shall replace seat covers that are worn or cannot be professionally repaired using materials that are identical in design and color to those materials being replaced.
- h) Signs may not be affixed using tape of any kind.

J. **Body Work** - All vehicle body repair work and painting shall be contracted out to a qualified body shop approved by RTA. All body work and painting will be performed to industry best standards or the RTA's specifications. No unit will be run in service with any type of body damage to the vehicle. This would include dings, dents, cracked glass, and major scratches to any surface of the vehicle.

I. Contractor will perform a six (6) and twelve (12) month body inspection of all vehicles. This shall include the following but not limited to: bumpers, all windows interior and exterior and frames, body panels, access doors, screens, operators seats, flooring, passengers seats and mounting, grab rails, inside panels, roof exterior and interior, roof seals, doors front and rear. The RTA may also perform random, unannounced inspections of the components listed above. All non-safety defects noted by the RTA or Contractor must be fully repaired within thirty (30) calendar days. Contractor will document these body inspections with photos and RTA-approved reporting forms and such documentation will be made available for the RTA review at any time.

- K. **Road (Service) Calls** - Contractor will maintain accurate records of all service calls whether the vehicle is changed-out or repaired upon return. A repair order will be made for every service call, whether a defect is found or not.
- L. **Pre-trip Inspections** - Whenever a vehicle is being put into service, Contractor shall perform a pre-trip inspection to ensure that the vehicle is safe, clean, and fueled prior to its leaving the facility, including a complete cycling of the wheelchair lift/ramp.
- M. **Maintenance Records** - Any and all maintenance records maintained by Contractor during the term of the Contract will become the property of and be furnished to the RTA upon request.
- N. **Independent Mechanical Assessments** – As deemed necessary by RTA, the Contractor will have a mechanical assessment conducted of the fleet by a qualified independent party. The results of these assessments will be presented to the RTA no later than fifteen (15) days following completion of the assessments. Contractor will have thirty (30) days to document the repair of any items found in the inspection.
- O. **Mechanic Training** - It will be the responsibility of Contractor to ensure that mechanics are sufficiently trained in all components of the vehicle and the workplace safety requirements necessary to ensure the safe completion of all repairs. Contractor shall provide all training for any maintenance personnel assigned to this Contract.

20. **MAINTENANCE OVERSIGHT**

- A. Fleet/Equipment Transition Between Contractors:
 - I. Contractor will receive each RTA vehicle after the vehicle has been thoroughly inspected by both the RTA and Contractor.
 - II. Should the vehicles for this Contract need to transition from a previous Contractor to a new Contractor, only one (1) inspection will be conducted.
 - III. The RTA, the current Contractor and the previous Contractor will jointly inspect the transitioning vehicles, with all apparent safety running repairs corrected.
 - IV. All parties involved will be required to sign-off on a checklist, including digital photographs for each vehicle inspected.
 - V. Contractor must be prepared to inspect, take responsibility for and insure vehicles as early as twenty-five (25) days prior to the scheduled take-over of services under this Contract.
- B. During the Contract period, the RTA will have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of the facility. This includes total access to any electronic program or system(s), which maintain any records (present or historical) for RTA assets supplied under this Contract.
- C. During the Contract period, the RTA or its designee shall have, at its sole discretion, the authority to place out of service any unit or fleet type for any safety reason upon inspection, until repairs are completed to ensure the vehicle or vehicles are safe for service. Such action does not relieve Contractor's obligation to provide service under the terms of the Contract.
- D. **Vehicle inspections** - The RTA will schedule routine visual vehicle inspections with Contractor. The RTA and Contractor will randomly select 3 to 5 vehicles to review and inspect and will complete those vehicle inspections jointly. The RTA shall coordinate such inspections with Contractor's designated representative. The RTA reserves the right to utilize a qualified third-party vehicle inspector to perform inspections.
- E. **Safety Defects** - Safety equipment and components are those defined in Federal Motor Carrier Safety Regulations (FMCSR), Part 393: Parts and Accessories Necessary for Safe Operation. The RTA may at its discretion determine equipment and components not expressly contained in Part 393 of the FMCSR as safety related.

No vehicle shall be released for or operated in revenue/passenger service with any safety defects. Any release of buses to revenue service with either known or unknown safety defects/deficiencies will result in a reduction in the following semi-annual performance payment/credit equal to an amount to one-thousand dollars (\$1,000.00) per occurrence. Release of a bus with one or more safety defects into revenue service, whether known or unknown, may be grounds for Contract cancellation.

- F. **Non-Safety Defects** - All non-safety defects/deficiencies shall be corrected within thirty (30) calendar days of the inspection (either Contractor PM inspections or RTA sponsored inspections). All documented instances of incomplete repairs of non-safety defects/deficiencies will result in a reduction in the following semi-annual performance payment/credit equal to an amount to one-hundred dollars (\$100.00) per occurrence.
- G. RTA will schedule follow-up joint inspections at its discretion to ensure that all items identified for major repairs, safety repairs, and/or non-safety repairs are corrected.

21. RISK MANAGEMENT

- A. **Prevention of Loss and Damage** - A control system must be developed by the Contractor to ensure adequate safeguards to prevent loss, damage, or theft of RTA-owned vehicles and equipment. Any loss, damage, or theft must be investigated and documented by the Contractor. The RTA strongly encourages its Contractor to prosecute vandalism in order to reduce operating costs and maintain passenger security and comfort. Within thirty (30) days of execution of this contract, the contractor must supply a comprehensive written plan for the prevention of loss and damage to all RTA-owned and/or federally funded equipment. Thereafter, the contractor will provide an annual update/revision to the plan, which will be due to the RTA on the first day of each succeeding fiscal year (July 1).
- B. **Liability Claims** - RTA Risk Management will be responsible for claims processing administration, defense and settlement subject to the provisions included in Part IV-Special Terms and Conditions, Paragraph **9 Insurance**.
- C. **Property Damage** - In the case of damage to RTA property caused by the Contractor, their subcontractors and sub-subcontractors, or anyone acting as agents of the Contractor, the Contractor shall report to the RTA immediately said property damage, provide any incident investigation reports, police reports, property damage reports and photographs, and work with the RTA Risk Management to resolve the property damage claim. RTA Risk Management will be responsible for claims processing administration, defense and settlement subject to the provisions included in **9 Insurance**.
- D. **Bus Transit System Safety Program Plan** - Recognizing that safety is an integral part of transit operations, the Contractor shall develop and specifically tailor to the RTA's transit operation a written safety policy and safety plan. The safety plan should assign responsibilities for safety management from the most senior executive to the first-line supervisory level. Endorsement by the CEO conveys this importance. At a minimum, the Contractor's safety plan should address compliance with applicable legal requirements. Striving for continual improvement to achieve a high level of safety performance should be a program goal. Guidance on the development of a written bus transit system safety program plan is available in an American Public Transit Association (APTA) publication entitled. *Manual for the Development of Bus Transit System Safety Program Plans* (1998). The Contractor's System Safety Program Plan shall conform to the basic structure and content of the APTA document. As part of the System Safety and Program Plan, the Contractor must specifically address and establish audit and reporting mechanisms for the following areas:
 - I. **Investigating accidents and incidents** - Contractor shall develop a comprehensive program for investigating accidents and incidents and procedures for correcting individual and systemic deficiencies.
 - II. **Identifying workplace hazards** - Contractor shall develop a comprehensive, on-going systematic review of hazards involving vehicles, equipment, machines, the environment, and

people, and take action to avoid identifiable hazards is required as part of Contractor services. The goal is to provide a safe environment for the public and employees. Contractor shall perform job site safety inspections at a minimum of once every six (6) months. A report of Contractor's findings and observations, as well as corrective measures taken, where required, shall be prepared and made available to RTA upon request.

- III. **Proper handling of hazardous materials** - Contractor shall develop a comprehensive, on-going systematic review of hazardous material handling and disposal. The goal is to provide a safe environment for the public and employees.
 - IV. **Personal Protective Equipment** - Contractor shall enforce the use of any and all personal protective equipment needed to complete the tasks required by this Contract.
 - V. **Safety training for new and existing employees** - Contractor shall develop and implement an ongoing safety training and education program.
 - VI. **Emergency preparedness** - Contractor shall develop plans to respond to various emergencies that impact transit services and personnel directly as well as emergencies requiring assistance by Contractor for evacuations. Additionally, the Contractor will inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes and conduct regular drills
- E. Contractor shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, and regulations during the performance of this work. Contractor shall indemnify the RTA for all fines, deductions and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- F. Contractor shall ensure that every vehicle carries the appropriate safety equipment including fire extinguishers, reflector triangles and hazardous fluid kits.
- G. Contractor shall immediately notify the RTA of any accident involving personnel or damage to material and equipment.
- H. Contractor shall provide and maintain on the job site as well as on all buses, at all times, a completely stocked first aid kit which contains all emergency medical supplies likely to be required by persons in the facility or while in revenue service.
- I. Contractor will provide, for RTA approval, written rules and procedures for the assessment of preventable and non-preventable accidents.
- J. Contractor shall conduct monthly safety inspections; hold monthly safety committee meetings; quarterly review of vehicular and passenger accidents to identify trends, corrective measures, and training improvements, develop and implement safety related training; conduct hazardous materials training.
- K. Compilation and reporting of data associated with the National Transit Database's Safety and Security Module. Refer to www.ntdprogram.gov/ntdprogram/.

22. TRANSIT SYSTEM SECURITY PROGRAM PLAN

- A. The Contractor shall develop and implement - in coordination with RTA - a Transit System Security and Emergency Preparedness Plan (TSSEPP) that covers passengers, employees, vehicles, and facilities. Guidance on the development and implementation of system security program plans is available in a report entitled, The Public Transportation System Security and Emergency Preparedness Planning Guide (DOT-VNTSC-FTA-03-01), dated January 2003. The TSSEPP should assign responsibilities for security management from the most senior executive to the first-line supervisory level. Endorsement by the CEO conveys this importance. At a minimum, the Contractor's TSSEPP should address compliance with applicable legal and regulatory requirements as well as utilize industry best practices. Striving for continual improvement to achieve a high level of security, yet balanced by a fundamental respect for privacy and civil liberties, should be a program goal. As part of the TSSEPP, the Contractor must

specifically address and establish audit and reporting mechanisms for the following areas:

- i) Inter-agency coordination with RTA and County Sheriff and various municipal Police Departments, other transit operators
- ii) Evacuation assistance plan utilizing RTA fleet
- iii) Investigating security incidents.
- iv) Security and emergency management training for all personnel.
- v) Regular threat and vulnerability analyses in cooperation with RTA
- vi) Compilation and reporting of data associated with the National Transit Database's Safety and Security Module. Refer to www.ntdprogram.gov/ntdprogram/.

B. The TSSEPP shall include a plan to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- i) Passenger injuries
- ii) Passenger disturbances
- iii) Passenger illnesses
- iv) Vehicle failures
- v) Inclement weather
- vi) Accidents
- vii) Detours
- viii) Employee injuries
- ix) Strikes/Walkouts/Work stoppage
- x) Terrorist incidents
- xi) Diablo Nuclear Event
Earthquakes

C. Use of Transit Vehicles for Emergency Preparedness Drills and Exercises

- I. The Contractor shall make available the use of transit vehicles for emergency preparedness exercises upon request by the RTA.
- II. The Contractor shall be paid for staff time spent assisting and participating in emergency preparedness drills and exercises pursuant to the compensation rates set forth in the Contract. Payment for such assistance shall not be included in the maximum financial obligation as provided in the Contract.

D. Use of Transit Vehicles to Respond to Man-made and Natural Disasters

- I. In the event of a major emergency such as earthquake, flood, or man-made catastrophe, the Contractor shall make labor, management, transportation, and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from the RTA is intact, the Contractor shall follow instructions of the RTA. If the normal line of direct authority is broken, and for the period it is broken, the Contractor shall provide such emergency assistance following instruction from the police, fire, or designated incident command agency who has assumed responsibility in the service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. The RTA and Contractor shall work together to develop an emergency response plan.
- II. The Contractor shall be paid for said emergency assistance pursuant to the compensation rates set forth in the Contract. Payment for such assistance shall not be included in the maximum financial obligation as provided in the Contract. Upon the cessation of an emergency as determined by the RTA, the Contractor shall immediately resume normal transit operations as required under the Contract.

23. REVENUE COLLECTION AND CONTROL

- A. Fare Collection System - Buses operated by Contractor shall be equipped with fareboxes. The Contractor shall assume responsibility of all maintenance costs of the fareboxes and entire fare collection system, shall maintain the system to OEM Specifications, shall perform regular preventive maintenance as well as corrective maintenance/component replacement as needed, and shall ensure the fare collection system operates properly at all times. The Contractor shall be solely responsible for guaranteeing that all fares deposited into or recorded by the fareboxes (in either cash or electronic form) are accurately and fully credited.
- B. General Requirements – Cash Fares will be collected and become the property of the Contractor. The RTA will make deductions from each monthly invoice based on expected fares. Expected fares will be derived from various sources including, but not limited to, driver logs and other Contractor-supplied documentation. The practice of deducting fares from each monthly invoice based on expected fares may change upon receipt and installation of electronic fareboxes. It is incumbent on the Contractor to ensure that drivers accurately record all passengers and fare media including cash fares. RTA may from time to time require spot farebox audits to ensure that drivers are capturing passenger count and fare revenue accurately.
- C. Fare Collection System Maintenance
 - I. Contractor ensures all buses in revenue service have the cashboxes emptied on a schedule to be determined.
 - II. Contractor will ensure adequate preventive maintenance is performed on all aspects of the fare collection system in accordance with the instructions provided by the Fare Collection System manufacturer. Contractor shall ensure that malfunctioning fare collection system components (e.g., fareboxes, vaults) are repaired immediately.
 - III. Inoperable fareboxes shall not be placed in service.
- E. Fare Collection System Security and Internal Control
 - I. It shall be the sole responsibility of the Contractor to properly secure and fully credit to the RTA all recorded passenger fare revenue. The Contractor shall be responsible for any revenue losses or shortages regardless of cause.
 - II. In coordination with RTA's Transit Revenue Policy, develop and deploy a system of internal control that ensures and certifies all fare revenues are properly collected, handled, secured, and reported. Lost or uncollected revenue regardless of cause shall be the responsibility of the Contractor.
 - III. Contractor shall ensure the strictest controls are maintained and that there is adequate separation of duties included in Contractors' procedures. Regular review of procedures and policies will be conducted by the Contractor. Regular audits will be conducted by the RTA to ensure Contractor's employees follow the stated procedures and policies, and supervisory staff monitor and modify procedures and policies as needed. The RTA shall be notified of any all proposed changes to procedures or policies.
 - IV. At its discretion, the RTA shall perform audits of the fare collection system. The contractor shall comply with the RTA's requests for information or operational adjustments in order to complete system audits.
 - V. Employees involved with the fare collection system who may have access to currency of any kind must undergo a background check prior to hiring and be bonded.

24. DATA GATHERING AND REPORTING REQUIREMENTS

- A. Contractor shall collect data as required; provide periodic statements, showing a comparison of transit system's past performance and of various management goals and objectives.
- B. Contractor shall provide all information and reports as required and will permit access to books, records, accounts, other sources of information, and facilities as may be requested by the RTA. Where any information is required, or is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the RTA, or the Federal Transit Administration (FTA), as

appropriate, and shall set forth what efforts it has to obtain the information. All data gatherings and reporting shall conform to RTA and FTA requirements.

- C. The RTA reserves the right to add to, modify, or delete the specific reports required per this section of the Contract.
- D. Contractor shall retain all financial books, records, and other documents relevant to the Contract for five (5) years after final payment or until after resolution of any audit questions which could be more than five (5) years, whichever is longer. Federal or State auditors and any other persons duly authorized by RTA shall have full access to, and the right to examine, copy, and make use of any and all said materials.
- E. The following reports shall be required as described:
 - I. **Service Provision Report** - The Contractor shall be required to submit a daily service provision report by 5:00 pm the following day. The contents of the report shall be at the discretion of the RTA, but at a minimum, it shall indicate revenue hours, miles and passengers; vehicle hours and miles; service interruptions, missed service, and time lost.
 - II. **Accident Reports** - Accident reports must be delivered or transmitted to the RTA within twenty-four (24) hours. In the event of accidents/incidents that involve fatalities, serious injuries, felonies, or media attention, RTA staff must be contacted immediately.
 - III. **Monthly Electronic Reports** – It is RTA’s intent for all reporting to be done electronically. The “E-Reports”, which shall comprise all operational, performance, and financial data as deemed necessary by RTA, are to be completed and transmitted to the RTA staff no later than the 10th day of the following month.
 - IV. **National Transit Database (NTD) Safety & Security Data** - Must be reported to the RTA no later than fifteen (15) days following the close of each quarter (Jan 15, Apr 15, Jul 15, and Oct 15). The Contractor is responsible for remaining up to date on the FTA's NTD Safety and Security manual for each calendar year.
 - V. **National Transit Database (NTD) Annual Report Data** - Actual fiscal year annual report data (July 1 - June 30) must be reported to the RTA no later than August 31. The Contractor is responsible for remaining up to date on the FTA's NTD annual report data requirements. In addition, the Contractor shall provide technical assistance and staff sufficient to complete annual NTD ridership samples.

Required Reports - The Contractor shall provide the following reports at the frequencies noted or upon request:

DAILY

Report Title	Due	Service	Detail
10-200 Log	By 10:00 AM next business day	RTA/SCAT	Should include: Route Number, Northbound or Southbound, Bus #, Driver Name, Location (1st timetable stop bus is 6 or more minutes late, Scheduled Time at that stop, Minutes Late, Cause and Analysis, must be reviewed and signed by management staff before submitting.

Daily Dispatch Log	By 10:00 AM next business day	All Services	Log any and all events outside of normal operations; detours, accidents, passenger events, lost and found etc. Must include Date and Time of each event, Entering Dispatcher's Initials and Narrative plus initials of each dispatcher as they begin their shift signifying they have read previous entries including morning dispatchers initials signifying they have read previous day's log
Capacity Tracking	By 10:00 AM next business day	RTA Fixed Route	Track Weekday Ridership at key points per reporting form approved by RTA
General Manager's Report	By 10:00 AM next business day	RTA, SCAT, Runabout & County	TBD

MONTHLY

Report Title	Due	Service	Detail
Mileage and Fuel Log	By 10th of each month	RTA, SCAT, Runabout & County	Must include Monthly Miles (must be lifetime chassis miles), Miscellaneous Miles (Training, Maintenance, Special & Other), Quarts of Oil (non-PMI), Mileage since last PMI, # of Road Calls, Monthly Maintenance Costs (parts and labor), # of accidents
Operations Reports & Invoices	By 10th of each month	RTA Fixed Route	Daily Driver Logs, Monthly Operations Report per RTA-supplied Excel form, physical transfers, Fuel Logs, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
		Runabout	Daily Driver Manifests, Daily and Monthly Runabout Statistical Summary Report, Daily and Monthly Slack Time Report, Route Error Report, Trip Count by Fare Type (1 detailed, 1 non-detailed), Tri Counties Excel Report, On Time Compliance Report, SLO to SLO Jurisdiction Report, Fuel Logs, Daily Break-Lunch-Service Report, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
		SBDAR	Daily Driver Manifests, SBDAR RTA-supplied Excel Report, Daily and Monthly Statistical Summary Report, Daily and Monthly Trip Count by Fare Type, Fuel Receipts, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
		NDAR	Daily Driver Manifests, NDAR RTA-supplied Excel Report, Daily and Monthly Statistical Summary Report, Daily and Monthly Trip Count by Fare Type, Fuel Receipts, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
		Cambria Trolley	Daily Passenger Logs, Cambria RTA-supplied Excel Report per RTA-supplied form, Fuel Receipts. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.

		Paso-Shandon DAR	Daily Driver Manifests, Paso-Shandon RTA-supplied Excel Report, Daily and Monthly Statistical Summary Report, Daily and Monthly Trip Count by Fare Type, Fuel Receipts, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
		Templeton DAR	Daily Driver Manifests, Templeton RTA-supplied Excel Report, Daily and Monthly Statistical Summary Report, Daily and Monthly Trip Count by Fare Type, Fuel Receipts, Universal Passes. As applicable, Invoice will include revenue hours, variable hourly rate, and fixed rate less fares.
Narrative	By 10th of each month	All Services	Narrative Detail - Personnel Recruitment, Vacancies, Training, Maintenance Summary and analysis, Safety Meeting Topics and Discussions plus Attendance Sheets, Meetings Attended, Accident Analysis, Complaint Analysis.
Bank Statements	By 10th of each month	All Services	
Complaints	On Occurrence and by 10th of each month	All Services	All Systems (actual complaint forms) - Must include all complainant information (name, address, phone number, Email), nature of complaint, what service, date and time of event, date and time of complaint, who took the complaint, detail of investigation, resolution and follow up, who handled complaint, any other details (driver's name, bus number etc.) Must be investigated and resolved within 5 days.
Pass Sales	By 10th of each month	RTA, SBDAR, NDAR	Total Day Passes Sold by Route, SBDAR Passes Sold, and NDAR Passes Sold (with detail by type)
Contractor Accident Reports	Next business day	All Services	Immediately in case of death, injury or gross physical damage - Notify Transit Systems Coordinator by cell phone (always leave message)
Accident Pictures	Within 3 days of event	All Services	Must be in electronic format
Police Reports	When generated	All Services	
NTD	By 10th of each month	All Services	Collect, record and report all operational data required by the RTA in a format approved by the RTA. Such data shall include, but not be limited to, statistics required under Section 15 of the Federal Transit Act, as amended; CONTRACTOR shall provide passenger mile sampling data in accordance with a method approved by the FTA for Section 15 purposes. CONTRACTOR shall provide separate data for RTA Fixed Route, RTA Runabout and all County Operations including the following categories: Passenger miles (average weekday, average Saturday, average Sunday); Total Vehicle Miles (average weekday, average Saturday, average Sunday), Vehicle Revenue Miles (average weekday, average Saturday, average Sunday), Total Vehicle hours (average weekday, average Saturday, average Sunday), Vehicle Revenue Hours (average weekday, average Saturday, average Sunday), Passenger Count (average weekday, average Saturday, average, Sunday) * weekends as

			applicable
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YEARLY

FTA Drug & Alcohol Reports	Yearly by February 1	All Services	
Vehicle Emissions/Opacity Inspection Reports	Yearly by December 31	All Diesel Vehicles (including SCAT)	Include Tester's Certificate of Training

25. AFFIRMATIVE ACTION REQUIREMENTS/RESPONSIBILITIES

- A. Contractor shall develop, review and update its Affirmative Action plan; keep up to date on Federal, state, and local EEO laws; reclassify company job categories and wage/hours status.

26. SUBSTANCE ABUSE PREVENTION POLICY

- A. In accordance with the Part V-Required Contract Clauses, Section 19-Drug and Alcohol Testing, 49 U.S.C. §5331, 49 CFR Parts 653 and 654, of this RFP, the Contractor shall establish and implement a substance abuse prevention policy.

27. LOST AND FOUND POLICY

The Contractor shall make a reasonable attempt to identify and return lost items to the passenger the same day found. When it is not possible to return the item, Contractor shall:

- i) Tag the item and notate route, trip number or location where the item was found, time, and date found;
- ii) Include name of person turning in the item, and a brief description of the item;
- iii) Maintain a log of lost and found items.
- iv) Provide a plan for retention and/or disposal of unclaimed items.

28. MARKETING AND PUBLIC RELATIONS

- A. The RTA shall furnish all schedules, maps, passes and other printed materials required for marketing the service.
- B. Contractor shall distribute RTA passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the RTA from time to time.
- C. Public information materials intended for posting or distribution on buses shall be administered in accordance with the RTA's instructions. Outdated materials must be removed in a timely manner.
- D. The RTA shall be the exclusive public media spokesman in connection with transportation service. Under no circumstances shall Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the RTA, without permission from the RTA.

29. **CONTINUITY OF SERVICES**

- A. Contractor recognizes that the services under this Contract are vital to the RTA and must be continued without interruption and that upon Contract expiration, a successor, either the RTA or another Contractor, may continue them. Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. Should employees being transferred be required to undergo training, Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).
- C. Contractor shall establish a Service Continuity or Back-Up Plan in order to maintain services in the event of labor strike, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt transit services.

30. **IMPROVEMENTS TO SCOPE**

- A. It is RTA's desire to provide the most efficient and cost effective service without compromising service quality.
- B. If there are requirements that are included in the scope of work that could be modified to reduce cost or improve quality, identify those areas and note the potential savings in the Proposal.

31. **FAILURE TO COMPLY**

- A. If any services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Contract, RTA shall have the right to require Contractor to immediately take all necessary steps to ensure future performance of the services conform with the requirements of the Contract; and reduce the Contract price to reflect the reduced value of the actual scheduled revenue miles/hours performed.
- B. In the event Contractor fails promptly to take necessary steps to ensure future performance of the services is in conformity with the requirements of the Contract, RTA shall have the right to terminate this Contract for default.

32. **COMPENSATION TO CONTRACTOR BY RTA**

- A. The Contractor will be compensated monthly by the RTA for all fixed and variable costs associated with **scheduled service**. The RTA will make every effort to ensure payments are released within thirty (30) days following the receipt of accurate and complete monthly invoices including proper and accurate fare revenue and other credits. Monthly invoices for scheduled service submitted to the RTA must be organized in the following manner:
 - I. **Fixed Route Bus** - variable costs by route, single fixed cost amount, single profit amount, fare revenue cash credit, fare media credit, other applicable credits.
 - II. **Runabout** - variable costs by mile, single fixed cost amount, single profit amount, and fare revenue cash credit, fare media credit, other applicable if applicable.
 - III. **South Bay Dial-a-Ride, Nipomo Dial-a-Ride, Templeton Dial-a-Ride, Paso-Shandon Dial-a-Ride, Five Cities Senior Shuttle** - variable costs by mile, single fixed cost amount, single profit amount, fare revenue cash credit, fare media credit, other applicable if applicable
 - IV. **North County Shuttle**
 - V. **Cambria Village Trolley**
- B. All adjustments for performance will be processed two times a year following completion of each six-month period (Jul-Dec and Jan-Jun). Data on all performance adjustments will be compiled and validated for each month and associated payments or deductions will be assessed in relation to the corresponding month of service as well as the mode of service. For each six month performance period all payments and deductions will be summarized in an invoice for each mode of service. The six month performance payment or deduction interval is established to ensure the monthly payments for scheduled service are promptly made every month and not delayed because of performance data problems, extended analysis, or disputes.

- I. For six-month service periods in which ***performance payments exceed deductions***, the RTA will make every effort to ensure performance payments are released within thirty (30) days following the receipt of accurate performance invoices.
- II. For six-month service periods in which ***performance payments FAIL to exceed deductions***, the RTA will require that the deduction be included as a credit in the next monthly scheduled service invoice.

Adjustments for performance shall include the following:

- Performance incentives/disincentives as described in Part VI - Scope of Work, Section 7
- Excessive missed service/revenue miles;
- Assessed deductions due to operational failures as described in Scope of Work;
- Other adjustments as agreed to by the RTA and Contractor

PART VII - EVALUATION

1. Evaluation:

- A. The fourteen (14) substantive sections contained within the evaluator score sheet shall be the focus of evaluation.

- I. **Evaluation Sections 1, 3-12 & 14:** Evaluated by the Evaluation Committee in accordance with the following rules:
- a) Raw points will be awarded by each evaluation committee member for each section on a scale of 0-10:
 - 0 - 2 = Non Responsive or Poor
 - 3 - 4 = Below Average (Fails to meet expectations and/or Proposal requirements)
 - 5 - 6 = Average (Meets expectations and/or Proposal requirements)
 - 7 - 8 = Above Average (Exceeds expectations and/or Proposal requirements)
 - 9 - 10 = Excellent (Strongly exceeds expectations and/or Proposal requirements)
 - b) Assigned points awarded by each of the evaluation committee members for each section (1, 3-12 & 14) will be multiplied by each criterion's weight factor to generate a weighted score.
 - c) Weighted point values awarded by each of the evaluation committee members for each section (1, 3-12 & 14) will be averaged to arrive at MEAN point value for each section.
 - d) The MEAN point values for each section (1, 3-12 & 14) will be summed, along with the calculated point values assigned for the Price Proposal section (2), to generate a final score. The highest possible final score a proposer can receive is 1,000.
- II. **Evaluation Section 2 - Price Proposal:** The price Proposal with the lowest total cost (cumulative of five (5) performance periods) shall be awarded ALL one hundred (100) possible points. All other price proposals will receive points in indirect proportion to their percentage distance from the lowest bid. For example, if firm A proposes a total cost of one million dollars (\$1,000,000) and firm B proposes one million two hundred thousand (\$1,200,000), then firm A would receive 100 points. Since firm B's price is 20% higher than firm A's, firm B would then receive 80% of the total possible points, or 80.
- III. **Section 13 - Financial Ability:** The evaluation committee will score financial ability on the same scale as all other indicators (except price), but will do so with the counsel of the RTA's Financial Services Department.

Evaluator Score Sheet

Vendor:

Instructions to Evaluator:

Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation committee.

Item	Criterion Description	Assigned Points (0-10)	Weight Factor	Weighted Score (APxW = WS)
	Senior Management Team Qualifications & Experience		12	
Comments:				
	Price	N/A	10	
Comments: Points will be calculated by the RTA Office.				
	Transit Service Operating Plan		10	
Comments:				
	Maintenance Plan		8	
Comments:				
	Passenger Service and Community Engagement Plan		8	
Comments:				
	Employee Professional Development Plan		8	
Comments:				
	Quality Assurance/Control Program		8	

Criterion Description	Assigned Points (0-10)	Weight Factor	Weighted Score (AP x W = WS)
References and/or site visits Comments:		8	
Understanding of Scope of Work Comments:		6	
Sustainable Business and Operating Practices Comments:		5	
Contractor Experience in Transit Services Comments:		5	
Price Reasonability Comments:		5	
Financial Strength Comments:		5	
Proposal Completeness and Acceptance and Compliance of RFP Terms and Conditions Comments:		2	
TOTALS		100	

Committee Member (print):

Department & Organization:

Signature:

Date:

PART VIII - PROPOSAL FORMAT

Section 1: Senior Management Qualifications

1. Points and Evaluation: 120 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 120.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	Proposers will submit resumes and three professional references for the following positions or their equivalents:	
	General Manager	
	Maintenance Manager	
	Operations Manager	
	Training and Safety Supervisor	
	Chief Executive Office	
	Chief Financial Officer	
	Chief Operations Officer (if applicable) or equivalent	
	Chief Information Officer (if applicable) or equivalent	
	Regional Vice President (if applicable) or equivalent	
2.	Submit a detailed organizational chart to illustrate the organizational structure and reporting	
3.	Describe how the proposed team will work together and effectively coordinate their functional areas.	

PART VIII - PROPOSAL FORMAT

1. Required Components

- A. Proposers shall provide price proposals for services described in Part V - Scope of Work for this RFP. The price proposal should describe the aggregate cost to the RTA for the initial period and the each period defined below in Section f, i. through v. and as identified on the price sheets attached. Each proposer must submit and sign a price proposal and cost breakdown worksheet (See Exhibit H) for the periods for the service described in the Scope of Work.
- B. Proposers should be aware that the service levels set forth in the Part V - Scope of Work are for proposal purposes only. These service levels are subject to change should circumstances, as determined by the RTA, dictate. If the RTA increases or decreases service levels in excess of twenty-five (25) percent, the Contractor and RTA shall enter into negotiations to determine different rates of compensation. For purposes of determining the change in service levels, the base shall be the equivalent to the scheduled revenue miles and/or hours for one week of service as represented in Part V. Changes in service shall be determined by calculating the scheduled revenue miles and/or hours for one week of service compared to the base week of service.
- C. Compensation may be adjusted for contract periods four and five but shall not exceed the adjustment in Gross Domestic Product implicit price deflator for the most currently reported calendar year, or six (6) percent, whichever is less (historical GDP Implicit Price Deflator data can be obtained from the U.S. Department of Commerce, Bureau of Economic Analysis). In the event that the RTA elects to implement the two, 2-year option periods, compensation may be adjusted but shall not exceed the adjustment in the GDP Implicit Price Deflator for the most currently reported calendar year, or 6 percent, whichever is less. Exceptions to these requirements may be made for milestone periods. Milestone periods may allow for additional negotiations in the following categories:
- I. Performance based criteria (all successive contract periods beginning with period 3)
 - II. Employee compensation/benefits schedules (contract period 4).
- D. For purposes of this RFP, the Proposer must propose full and unit prices for the performance of all services. The Proposer's total costs shall include all activities resulting from service miles and/or hours and non-service miles and/or hours. The unit cost of service will be the revenue-hour.
- E. The RTA is seeking separate price proposals for each of the service modes outlined below. Proposers are advised that the maintenance, operations, and supervision elements of the six service types vary. Proposers should carefully review the terms of the scope in order to prepare proper price proposals. Price proposal worksheets are provided in Exhibit H.
- I. Local Bus Service (Exhibit H)
 - II. Express Bus Service (Exhibit H)
 - III. Runabout Service (Exhibit H)

 - IV. County Services
 - V. Five Cities Senior Shuttle
 - VI. North County Shuttle

F. Price proposals for each of the five service types noted above shall be submitted for each of the following five service performance periods:

- I. = May 1,2009 - June30,2009
- II. = July 1,2009 - June 30, 2010
- III. = July 1,2010 - June 30, 2011
- IV. = July 1,2011 - June 30, 2012
- V. = July 1,2012 - June 30, 2013

G. Each Proposer must complete, submit, and sign a price proposal worksheet for each of the six service modes referenced in Section e above, for the services set forth in this RFP at Section V, Scope of Work.

H. Price Proposal Worksheet Forms - The pricing of services set forth in this RFP at Section V, Scope of Work should show expenses divided into fixed expenses and variable expenses. Fixed expenses are those that remain constant regardless of the number of revenue vehicle service miles being provided. Variable costs are those that change depending on the number of revenue hours. Some categories may have fixed and variable costs associated and should be allocated appropriately. Exhibit H - Price Proposal Worksheets contains the forms required for submittal. The MS Excel file "EXHIBIT H - Price Proposal Worksheets.xls" may be downloaded from the RTA's web site (www.slorta.org). There are six worksheets that require entry of the proposed cost data for the four services modes of Local Bus, Express Bus, Runabout, County Services, Five Cities Senior Shuttle, and North County Shuttle. Within each modal worksheet, proposers are required to provide price proposal information relative to the applicable mode for each of the service periods.

I. Length of Proposal Validity - Price proposals for all six service types must remain valid for performance periods one (1), two (2), three (3) and four (4). The RTA will consider modifications to the price proposals for agreed upon extensions in accordance with the terms and conditions specified under this section and under Part III, Section 7 of this RFP.

PART VIII - PROPOSAL FORMAT

Section 3: Transit Service Operating Plan

1. Points and Evaluation: 100 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 100.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	In accordance with the terms specified in the RFP, describe the overall approach and philosophy to managing and operating RTA's transit service.	
2.	Provide an organizational chart for the operations department along with a narrative explaining how the organizational structure, position functions, and recommended staffing levels will yield the most effective and efficient results for providing superior transit service.	
3.	Describe the understanding, approach and strategies for effective road supervision especially as they relate to remote park out facilities.	
4.	Describe how the Proposer will achieve continuous operation of the transit services. How will you minimize delays and prevent missed service? The Contract will require action be taken to correct service delays in excess often (10) minutes: describe your firm's strategic and tactical plans to meet this standard.	
5.	Describe the Proposer's internal communications network including methods of communicating policies and instructions to senior staff, supervisors and operators and the approach to routing/dispatching functions.	
6.	Describe the Proposer's experience in planning and managing enhanced transit services for major public events. The passenger loads and operating characteristics of large public events present different operating characteristics than regular daily transit service. What is the Proposer's understanding of this qualitatively different paradigm of service provision and what strategies and practices have proven effective in the past?	
7.	Describe how the Proposer will work to minimize non-revenue miles and work to improve service efficiency and effectiveness.	
8.	Describe the Proposer's experience with Vehicle Management Systems and/or GIS use in transit system operations. Describe experience positives and negatives.	

9.	Describe what innovative and productive technologies and practices the Proposer plans to utilize to maximize transit operations effectiveness, safety, and efficiency.	
10.	Describe the Proposer's basic strategies for a Service Continuity or Back-Up Plan in order to maintain services in the event of labor strike, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt transit services.	
11.	Describe the Proposer's plan for developing relationships, communication, and management strategies for ensuring coordinated and effective management within the interconnected and interdependent City of San Luis Obispo.	
12.	For the major performance standards/indicators listed under Section 7 - Performance Goals and Incentives, and relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will maximized.	

PART VIII - PROPOSAL FORMAT

Section 4: Maintenance Plan

1. Points and Evaluation: 80 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 80.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	In accordance with the terms specified in the RFP, describe the overall approach to and general strategies for properly maintaining RTA's transit fleet.	
2.	Provide an organizational chart for the maintenance department along with a narrative explaining how the organizational structure, position functions, and recommended staffing levels will yield the most effective and efficient results for maintaining the fleet in excellent condition.	
3.	Describe the availability of sufficient maintenance support equipment and parts inventory to comply satisfactorily with all requirements of this RFP.	
4.	What innovative technologies or software applications can your firm implement that will add value to bus maintenance process performance and operating outcomes.	
5.	Specify the number, model, model year, and make of each type of non-revenue vehicle that will be provided by the Proposer under this Proposal and how the firm will transition to the non-revenue support fleet specified by this RFP.	
6.	Describe how the Proposers will develop and manage the transit vehicle cleaning program to ensure the standards contained in this RFP are continually met.	
7.	Describe the firm's approach to parts inventory management.	
8.	Describe the understanding of, approach to, and strategies for road call management. How will the Proposer keep road calls to a minimum?	

9.	Describe how the mechanic to vehicle ratio will be achieved and maintained. Detail firm's history of providing effective maintenance staffing.	
10.	Describe the firm's experience with Hybrid transit vehicles.	
11.	For the major performance standards/indicators listed under Section 7 - Performance Goals and Incentives, and relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will maximized.	

PART VIII - PROPOSAL FORMAT

Section 5: Passenger Service and Community Engagement Plan

1. Points and Evaluation: 80 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 80.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	Describe the Proposer's philosophy and approach to public/passenger service; include methods for daily interactive at all levels as well as the handling of complaints, commendations and suggestions. How will the Proposer comply with the complaint resolution standards stipulated?	
2.	Describe the Proposer's perspective on, experience with, and approach to community engagement. How will the firm create a positive and productive partnership with the community during the term of this contract? As part of this plan, Proposer's shall articulate a "social embeddedness" philosophy and recommend supporting goals and practices.	
3.	Describe how the Proposer will leverage the information, perspective, partnerships, and results yielded by its passenger service and community engagement efforts to proactively and specifically improve transit services.	
4.	For the major performance standards/indicators listed under Section 7 - Performance Goals and Incentives, and relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will maximized.	

PART VIII - PROPOSAL FORMAT

Section 6: Employee Training and Professional Development Plan

1. Points and Evaluation: 80 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 80.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	Describe in detail the Proposer's planned approach to bus operator, supervisor, and mechanic training. Please describe any deviations/improvements recommended from the requirements listed in this RFP. All curricula specified under Section 6 - <i>Employee Training and Professional Development Plan</i> must be submitted as attachments.	
2.	Describe in detail the type and level of employment benefits provided or available to employees addressing vacation, sick and other leaves, health and welfare benefits, wage and salary classifications and progressions, and employer contributions for all programs for all job categories based upon minimum requirements stated in the RFP.	
3.	Describe the Proposer's approach to professional AND educational development for all employees. Please provide specific plans, programs, or strategies to ensure all employees have access to the tools for professional success and growth.	
4.	Describe the Proposer's training program evaluation plan to ensure up to date information on training effectiveness and continuous program improvement at all levels of the organization.	
5.	Describe the Proposer's approach and recommended strategies for bus operator, supervisor and mechanic recruitment AND retention in an area that has traditionally had a low unemployment percentage. Describe approach to recruitment if current option is not working.	
6.	Describe the Proposer's substance abuse policy as well as any wellness programs.	
7.	For the major performance standards/indicators listed under Section 7 - Performance Goals and Incentives, and relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will be maximized.	

PART VIII - PROPOSAL FORMAT

Section 7: Quality Assurance/Control Program

1. Points and Evaluation: 80 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 80.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	In accordance with the terms specified in the RFP, describe the overall approach to quality assurance and control. Also describe effective general strategies and specific tactics proposed for this contract.	
2.	Provide an organizational chart for the quality assurance department along with a narrative explaining how the organizational structure, position functions, and recommended staffing levels will yield the most effective and efficient results for investigating operating deficiencies (regardless of department) and developing corrective measures.	
3.	Describe the analytical framework you will implement to evaluate the effectiveness and efficiency of internal operations. How will feedback from employees, passengers, and RTA staff be systematically incorporated into organizational learning?	
4.	For the major performance standards/indicators listed under Section 7 - Performance Goals and Incentives, and relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will maximized.	

PART VIII - PROPOSAL FORMAT

Section 8: Sustainable Business and Operating Practices

1. Points and Evaluation: 50 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 50.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	Describe the firm's understanding of and commitment to environmentally sustainable business and operating practices.	
2.	Describe the firm's current corporate & local efforts to establish environmentally sustainable business and operating practices.	
3.	Provide a listing, description, and outcomes of the Proposer's corporate and/or site based efforts in developing successful sustainable business and operating practices.	
4.	Describe the specific sustainable business and operating practices proposed for this Contract.	
5.	Describe how the Proposer will minimize the amount of bus idle time (reducing emissions and increasing fuel efficiency) and employee automobile use for driver reliefs (reducing emissions and congestion).	
6.	Describe the firm's environmental program and detail its record of handling hazardous materials.	

PART VIII - PROPOSAL FORMAT

Section 9: Understanding of Scope of Work

1. Points and Evaluation: Up to 60 Points awarded. Possible composite scores shall be 0 to 60.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a sub-section table of contents.

#	Question	Page #s
1.	What is transit service?	
2.	Demonstrate the Proposer's understanding of the contractual undertaking. What do you think your role and obligations are in this project?	
3.	Describe the Proposer's understanding of the values and philosophy that ground this RFP. How will the Proposer's practices and activities complement and help the RTA live up to these values and embody its grounding philosophy?	
4.	Describe the Proposer's understanding of the county operating environment.	
5.	Describe the Proposer's understanding of the RTA's current and future fleet maintenance needs.	
6.	Describe the Proposer's understanding of the unique challenges associated with operating RTA's transit and neighborhood circulator services and what are its recommendations for resolving.	
7.	Describe in detail the startup program to ensure service is initiated according to the date determined by the RTA. The startup plan and time points shall include, but not be limited to, securing provision of vehicles and equipment, recruitment and training of in-coming staff, transition of existing Contractor's staff (if applicable), development of transit service operating plan, maintenance setup, and start of service.	

PART VIII - PROPOSAL FORMAT

Section 10: References and/or Site Visits

1. Points and Evaluation: 80 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 80.
2. Required Components - No response by the Proposer is required except to ensure that the information provided regarding active and inactive contracts under Contractor Experience in Transit Services is complete and contains appropriate agency contact information.
 - a. From the information provided under Section 8, Contractor Experience in Transit Services, on active and inactive contracts for the previous five (5) years, the RTA may contact and/or visit with up to five (5) agencies to be selected at its discretion.
 - b. Additional references may be contacted as determined by the RTA.

PART VIII - PROPOSAL FORMAT

Section 11: Contractor Experience in Transit Services

1. Points and Evaluation: 60 Points awarded. Final points awarded based on mean scores assessed by evaluation committee members. Possible composite scores shall be between 0 to 60.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section as a subsection table of contents.

#	Question	Page #s
1.	How many years has the Proposer been providing transit services of any kind?	
2.	Out of the total indicated, how many years of experience has the Proposer had in providing general public local/express/circulator bus service? ADA or Dial-a-Ride?	
3.	Describe your previous experience on projects of similar size, scope and complexity. Also describe any experience providing service in a multimodal environment.	
4.	List significant accomplishments in contributing to the success of similar transit services.	
5.	Describe why Proposer should be selected to perform this Contract. Indicate any new or creative ideas that would provide RTA with a high quality, safe, efficient, and responsive operation.	
6.	Has the Proposer been cited, fined, or otherwise found deficient during the past five years by any governmental regulatory agency for improper maintenance or for accidents caused by improper maintenance. If yes, provide a description of the cause of each such citation or fine and remedial action taken.	
7.	Has the Proposer ever been terminated for breach of contract or non-performance during the past five years?	
8.	In the last five years, in both active and inactive contracts, has the Proposer ever been required to pay liquidated damages or other fines for failure to perform in accordance with the terms of a contract? If yes, provide a detailed description of the circumstances of such liquidated damages or fines, dates of assessment by the agency, and the name and contact information of the assessing public agency.	

- a) List the annualized number of miles between preventable accidents for each fixed route system operated by the Proposer in the United States for the most recent available reporting year. A preventable accident is defined as any incident that results in property damage or injury which could have been avoided but for the Contractor's action or inaction. Also provide agency contact information for each property appropriate to corroborate numbers.

Agency	Year	Contact Information	Miles btw Prev Accidents

- b) List the annualized number of valid complaints (attributable to the Proposer) per 100,000 passenger boardings for each fixed route system operated by the Proposer in the United States for the most recent available reporting year. Also provide agency contact information for each property appropriate to corroborate numbers and any supplemental definitions for determination of validity.

Agency	Year	Contact Information	Complaints/100,000 Boardings

- c) List the annualized miles between road calls for each fixed route system operated by the Proposer in the United States for the most recent available reporting year (a road call is defined as any mechanical failure of a bus in which the dispatch of maintenance (or other) personnel is required to fix the problem in the field, return the bus to the base facility under its own power, or tow the bus back to the base facility. For each property, please provide the average age of the fleet as well as the distribution of fuel types (e.g., 60% diesel, 40% CNG). Finally, please provide agency contact information for each property appropriate to corroborate numbers.

Agency	Year	Contact Information	Miles btw Road calls	Average Fleet Age	Fuel Type(s)

PART VIII - PROPOSAL FORMAT

Section 12: Price Reasonability

1. Points and Evaluation: 50 Points awarded. Final points awarded based on mean scores assessed by Evaluation Committee Members. Possible composite scores shall be between 0 to 50.
2. Required Components - Responses to these questions are to be provided in body of Proposal in the appropriate section. Additionally, Proposers are required to use this form to indicate the page numbers in the Proposal where the requisite information resides. This form shall be provided at the beginning of the applicable section to a subsection table of contents.

Question

Describe how the firm's price proposal reflects a full and proper understanding of the work to be performed and standards achieved as specified under this contract during the initial contract period (performance periods 1-5). Please address this question for each major section of the Price Proposal Worksheet (e.g. Labor-Salaries and Wages, Fringe Benefits, Outside Services, etc.)

PART VIII - PROPOSAL FORMAT

Section 13: Financial Strength

1. Evaluation and Points - 50 Points awarded. Final points awarded based on mean scores assessed by Evaluation Committee Members. Possible composite scores shall be between 0 to 50.
2. This category will be evaluated with consultation by the RTA's Financial Services Department or authorized designee.
3. Required Components -

- a) Provide information on available operating capital and its source, the amount of any financing proposed for this operation and its source, and terms of repayment.

Proposal page(s): _____

- b) Indicate if any participants in the Proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."

Proposal page(s): _____

- c) Provide detailed information regarding litigation, liens or claims arising from litigation in excess of \$100,000 against any participant in the Proposal.

Proposal page(s): _____

- d) Provide audited financial statements for the two (2) most recently completed fiscal years reflecting your current financial condition. If a partnership, submit financial statements for each partner. If audited statements are not available. Proposer may be required to submit additional financial information to establish financial responsibility.

Proposal page(s): _____

- e) Provide evidence of ability to obtain specified amounts of insurance from an insurance company authorized to do business in Arizona. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the Proposer in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.

Proposal page(s): _____

- f) Describe your familiarity with the FTA Uniform System of Accounts and with National Transit Database reporting.

Proposal page(s): _____

- g) Provide bank credit references A minimum of two (2) are required. Include name, title, and current telephone number.

Proposal page(s): _____

- h) Indicate your ability to post the performance security as required in Part IV Section 11.

Proposal page(s): _____

PART VIII - PROPOSAL FORMAT

Section 14: Proposal Completeness and Acceptance and Compliance of RFP Terms and Conditions

1. Points and Evaluation: 20 points awarded. Final points awarded based on mean scores assessed by Evaluation Committee Members. Possible composite scores shall be between 0 to 20.
2. Indicate your acceptance and compliance with the RFP Terms and Conditions.

Proposal page(s): _____

3. Certifications and Representations - The Proposer makes the following certifications and representations as part of the Proposal by signing this Proposal form and subsequent certifications by entering the following information as applicable.

This statement is an integral part of the Proposer's Statement of Qualifications and shall be completed. All references and information shall be current and traceable. If the Proposer is a joint venture, a separate form shall be prepared by each participant in the joint venture. Failure to provide all data requested may result in the Proposal being determined non-responsive by the RTA.

NAME OF PROPOSER

PRINCIPAL OFFICE

(Street Address) (City)

(State) (Zip Code)

(Telephone)

(Email)

- A. Are you an individual _____, a partnership _____, a corporation _____, a joint venture _____, or a non profit corporation _____. (Check as applicable.)
- B. If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of joint ventures and, if any joint venture party is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, or joint venture.

C. Covenant against Contingent Fees

- i) The Proposer has (____) has not (___) employed any company or Person (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure this Contract and has (___) has not (___) paid or agreed to pay any company or Person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, if requested by the RTA.

D. Independent Price Determination

The Proposer certifies that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer, person, or entity to refrain from proposing. Further, the Proposer has not directly or indirectly sought by agreement, collusion, communication, or conference with another person or entity to fix the Proposal amount herein or that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal amount or that of any other Proposer, or to secure any advantage against the RTA or any person interested in the Contract.

F. Debarred Proposer Certification - Certification Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion

- i) The prospective participant (Proposer for a federally funded project) certifies, by submission of this proposal and certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- ii) Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official:

Title of Authorized Official:

Date:

G. Certification Regarding Lobbying - (Appendix A, 49 CFR Part 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

Date

4. Acknowledgment of Addenda

i) The undersigned acknowledges receipt of the following addenda:

ii) ADDENDUM NO. _____ , DATED _____

iii) ADDENDUM NO. _____ , DATED _____

iv) ADDENDUM NO. _____ , DATED _____

v) ADDENDUM NO. _____ , DATED _____

vi) Note: Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each Addendum must be clearly established and included with the Proposal.

5. Authorization

i) The undersigned certifies that he/she is legally authorized by the Proposer to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that RTA rely thereon in evaluating the Proposer.

ii) PROPOSER'S NAME: _____

iii) DATE OF SIGNING: _____

iv) SIGNATURE BY: _____

v) TITLE: _____

vi) ATTESTED: _____
Corporate Secretary/Designee

PART IX - PROPOSAL CHECKLIST FOR SUBMITTALS

One, unbound, signed and complete original of the Proposal response, including "Vendor's Proposal Offer".

Eight (8) additional tabbed, Proposal copies are included for evaluation purposes.

Section 1: Senior Management Team Qualifications have been included.

Section 2: Price has been included.

Section 3: Transit Service Operating Plan has been included.

Section 4: Maintenance Plan has been included.

Section 5: Passenger Service and Community Engagement Plan has been included.

Section 6: Employee Training and Professional Development Plan has been included.

Section 7: Quality Assurance/Control Program has been included.

Section 8: Sustainable Business and Operating Practices have been included.

Section 9: Understanding of Scope of Work has been included.

Section 10: References and/or Site Visits has been included.

Section 11: Contractor Experience in Transit Services has been included.

Section 12: Price Reasonability has been included.

Section 13: Financial Ability has been included.

Section 14: Proposal Completeness and Acceptance and Compliance of RFP Terms and Conditions has been included.

Any Addendum/Addenda from RTA has/have been included.

RTA Fleet Roster
Effective September 30, 2008

Vehicle #	Type	Year	Make	Model	Seating	Fuel	Mileage	Department	Usage
RTA Fixed Route									
B148	Bus	1995	Gillig	Phantom	43	Diesel	400,989	RTA	Fixed Route
B149	Bus	1995	Gillig	Phantom	43	Diesel	595,944	RTA	Fixed Route
B151	Bus	1997	Gillig	Phantom	43	Diesel	514,587	RTA	Fixed Route
B152	Bus	1997	Gillig	Phantom	43	Diesel	562,536	RTA	Fixed Route
B153	Bus	1997	Gillig	Phantom	43	Diesel	570,732	RTA	Fixed Route
B154	Bus	1999	Gillig	Phantom	43	Diesel	431,278	RTA	Fixed Route
B155	Bus	1999	Gillig	Phantom	43	Diesel	475,734	RTA	Fixed Route
B156	Bus	1999	Gillig	Phantom	43	Diesel	461,301	RTA	Fixed Route
B157	Bus	1999	Gillig	Phantom	43	Diesel	484,869	RTA	Fixed Route
B158	Bus	1999	Gillig	Phantom	43	Diesel	459,514	RTA	Fixed Route
B159	Bus	2003	Gillig	Phantom	43	Diesel	284,472	RTA	Fixed Route
B161	Bus	2003	Gillig	Phantom	43	Diesel	285,996	RTA	Fixed Route
B162	Bus	2003	Gillig	Phantom	43	Diesel	235,525	RTA	Fixed Route
B163	Bus	2003	Gillig	Phantom	43	Diesel	257,205	RTA	Fixed Route
B164	Bus	2003	Gillig	Phantom	43	Diesel	230,546	RTA	Fixed Route
B165	Bus	2003	Gillig	Phantom	43	Diesel	257,069	RTA	Fixed Route
B166	Trolley	2007	Supreme	Trolley	29	Gas	33,966	Cambria Trolley	Fixed Route
B167	Bus	2008	Gillig	Phantom	43	Diesel	24,292	RTA	Fixed Route
B168	Bus	2008	Gillig	Phantom	43	Diesel	25,053	RTA	Fixed Route
B169	Bus	2008	CCW	Hybrid	43	Gas	9,918	RTA	Fixed Route
L26826	Bus	2007	Chevrolet	Champion	32	Diesel	27,542	RTA	Fixed Route
L26827	Bus	2007	Chevrolet	Champion	32	Diesel	28,506	RTA	Fixed Route
L26828	Bus	2007	Chevrolet	Champion	32	Diesel	34,454	RTA	Fixed Route
L26829	Bus	2007	Chevrolet	Champion	32	Diesel	20,673	RTA	Fixed Route
RTA Runabout									
RHS 17	Cutaway	2001	Ford	El Dorado	18	Diesel	320,935	Runabout	ADA-Paratransit
RHS 18	Cutaway	2001	Ford	El Dorado	18	Diesel	278,341	Runabout	ADA-Paratransit
RHS 19	Cutaway	2002	Ford	El Dorado	18	Diesel	341,633	Runabout	ADA-Paratransit
RHS 20	Cutaway	2002	Ford	El Dorado	18	Diesel	316,996	Runabout	ADA-Paratransit
RHS 22	Cutaway	2005	Ford	El Dorado	16	Diesel	137,890	Runabout	ADA-Paratransit
RHS 23	Cutaway	2005	Ford	El Dorado	16	Diesel	129,687	Runabout	ADA-Paratransit
RHS 24	Cutaway	2005	Ford	El Dorado	16	Diesel	161,267	Runabout	ADA-Paratransit
RHS 25	Cutaway	2006	Ford	El Dorado	16	Diesel	178,072	Runabout	ADA-Paratransit
RHS 26	Cutaway	2006	Ford	El Dorado	16	Diesel	172,558	Runabout	ADA-Paratransit
RHS 27	Cutaway	2007	Ford	Starcraft	14	Gas	77,815	Runabout	ADA-Paratransit
RHS 28	Cutaway	2007	Ford	Starcraft	14	Gas	64,988	Runabout	ADA-Paratransit
RHS 29	Cutaway	2008	Ford	Starcraft	14	Gas	8,841	Runabout	ADA-Paratransit
RHS 30	Cutaway	2008	Ford	Starcraft	14	Gas	8,038	Runabout	ADA-Paratransit
RHS 31	Cutaway	2008	Ford	Starcraft	14	Gas	2,438	Runabout	ADA-Paratransit
RHS 32	Cutaway	2008	Ford	Starcraft	14	Gas	2,858	Runabout	ADA-Paratransit
RTA County									
CTY 50	Cutaway	1994	Ford	MetroTrans	16	Diesel	201,077	SBDAR	Dial a Ride
CTY 52	Cutaway	1997	Ford	Senator	12	Diesel	370,776	NDAR	Dial a Ride
CTY 53	Cutaway	2006	Ford	El Dorado	16	Diesel	43,290	SBDAR	Dial a Ride
CTY 54	Cutaway	2006	Ford	El Dorado	16	Diesel	44,211	SBDAR	Dial a Ride
CTY 55	Cutaway	2006	Ford	Starcraft	14	Diesel	39,830	NDAR	Dial a Ride
RTA SCAT									
201	Bus	2003	Gillig	Phantom	35	Diesel	279,830	SCAT	Fixed Route
202	Bus	2003	Gillig	Phantom	35	Diesel	293,883	SCAT	Fixed Route
203	Bus	2003	Gillig	Phantom	35	Diesel	275,255	SCAT	Fixed Route
204	Bus	2003	Gillig	Phantom	35	Diesel	249,832	SCAT	Fixed Route

RTA Fleet Roster
Effective September 30, 2008

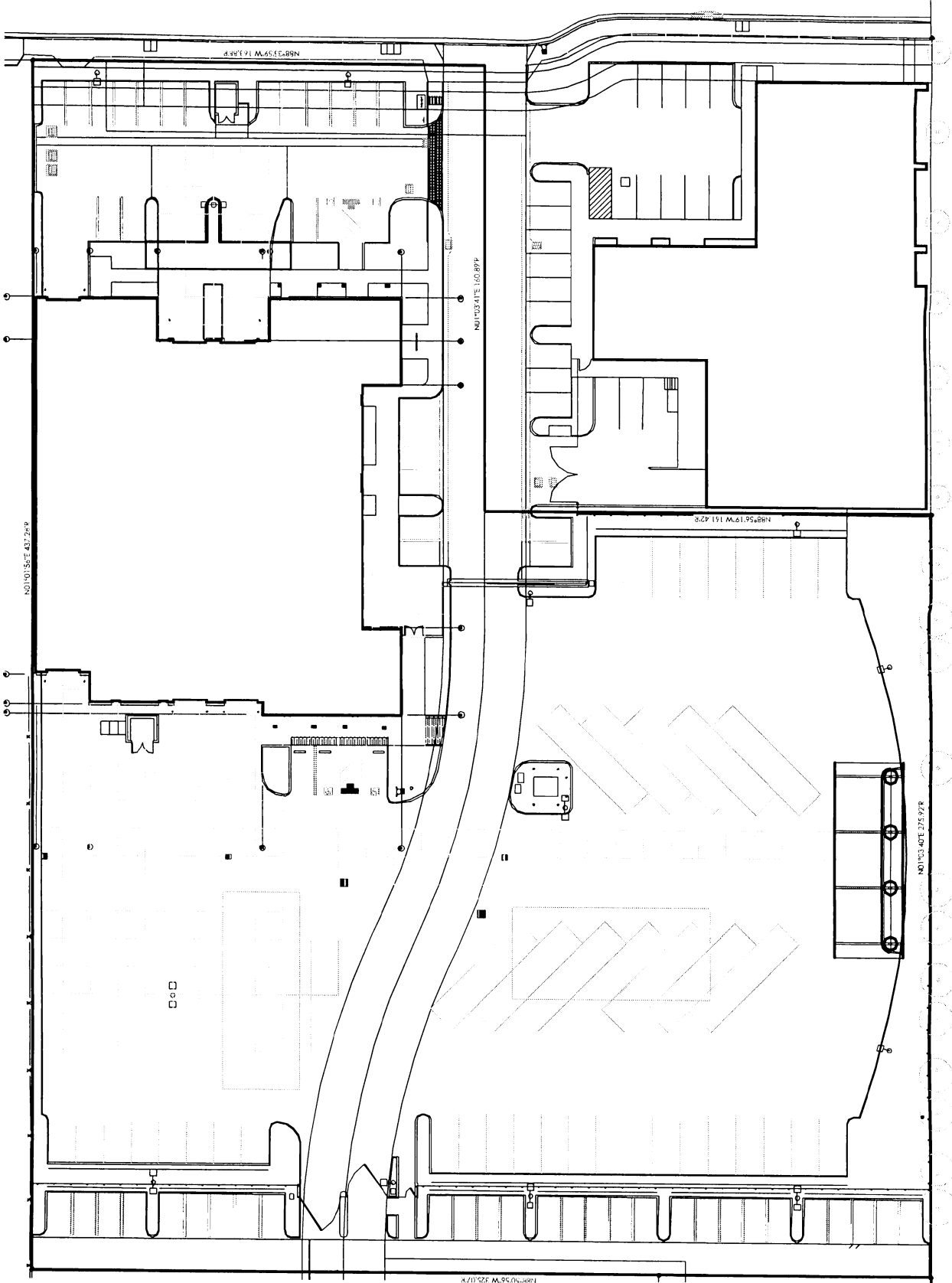
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EXHIBIT B

Estimated Revenue Hours and Miles

	Hours	Miles
RTA Fixed Route	32,000	1,101,000
RTA Runabout	14,000	509,000
County Services		
Cambria Trolley	1,900	30,500
Five Cities Shuttle	600	6,500
Nipomo Dial A Ride	2,000	32,000
Paso-Shandon Dial A Ride	375	4,000
South Bay Dial A Ride	2,150	28,000
Templeton Dial A Ride	150	1,000
North County Shuttle	7,500	137,000
Total	60,675	1,849,000

Exhibit C: Maintenance Facility Site Plan



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EXHIBIT D
Equipment List

Data will be provided at the Pre-Bid Meeting

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

	Year 1		Year 2		Year 3		Year 4		Year 5	
	May 1 - June 30, 2009		July 1, 2009 - June 30, 2010		July 1, 2010 - June 30, 2011		July 1, 2011 - June 30, 2012		July 1, 2012 - June 30, 2013	
	Fixed Cost	Variable Cost	Fixed Cost	Variable Cost	Fixed Cost	Variable Cost	Fixed Cost	Variable Cost	Fixed Cost	Variable Cost
Salaries and Wages - PLEASE BE SURE TO COMPLETE CONTRACTOR STAFFING SUMMARY BELOW										
Management										
Supervisors/Dispatchers										
Support Staff										
Drivers										
Drivers: Training and Non-Revenue										
Mechanics										
Payroll Taxes and Fringe Benefits										
Management										
Supervisors/Dispatchers										
Support Staff										
Drivers										
Drivers: Training and Non-Revenue										
Mechanics										
Facility Expense										
Utilities										
Phone										
Facility Maintenance										
Office Expenses										
Office equipment lease/amortization										
Office supplies										
Printing/copying										
Insurance Expense										
General liability										
Vehicle liability										
Workers Compensation										
Performance Bond										
Licenses										
Vehicle Maintenance										
Vehicle Cleaning										
Equipment Purchase/Depreciation										
Vehicles (non-revenue)										
Maintenance equipment										
Office equipment										
Miscellaneous Expense										
Employee miscellaneous										
Maintenance miscellaneous										
Other miscellaneous										
Startup Expense										
[include detail in proposal write up]										
Profit and Overhead										
Overhead										
Profit										
Total Fixed Cost										
Total Variable Cost										
TOTAL PROJECT COST										

Please Note: Monthly invoices must be provided cost information broken out for each service (RTA fixed route service, RTA Runabout service, Nipomo Dial A Ride, South Bay Dial A Ride, Cambria Trolley, Templeton Shuttle, Paso Robles/Shandon Shuttle, Five Cities Shuttle, Santa Margarita Lake Shuttle, Mid State Fair Shuttle, SCAT Maintenance (including breakdown of Avila Trolley Maintenance), and SCAT dispatching).

CONTRACTOR STAFFING SUMMARY

Definitions:

"FTE" means the number of full-time equivalent positions needed to operate the proposed

"Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of

*The responsibilities and function of any CONTRACTOR's off-site personnel must be outlined in

	2008/2009		2009/2010		2010/2011	
Job Classification	FTE	Wage/ Salary	FTE	Wage/ Salary	FTE	Wage/ Salary
Drivers						
Behind Wheel Trainer						
Driver Trainer						
Dispatchers/Sups						
Office/Clerical						
Other Positions						
Mechanics						
Project Manager						
TOTAL						