

March 20, 2007

INVITATION TO BID
OPERATIONS AND MAINTENANCE
CALAVERAS TRANSIT

Closing Date: Tuesday, April 17, 2007 at 4:30 p.m.



CALAVERAS COUNTY
PUBLIC WORKS

891 MOUNTAIN RANCH RD
SAN ANDREAS, CA 95249

ROB HOUGHTON, PE, DIRECTOR
209-754-6401

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SCHEDULE**

REQUEST FOR BIDS OPERATIONS AND MAINTENANCE OF CALAVERAS TRANSIT

SECTION 1 OVERVIEW

The Calaveras County Department of Public Works (County) is soliciting proposals with the intent to secure the services of a qualified vendor to provide supervision, technical, personnel and operating services necessary for the daily operation of Calaveras Transit. Calaveras Transit is a division of Calaveras County Department of Public Works and funded and regulated through the Transportation Development Act.

Calaveras Transit is currently providing a Deviated-Fixed Route service to the communities of Calaveras County, including service outside of the County to Columbia College, Lodi, and Jackson. Additional services to Copperopolis is contemplated in the immediate future. Route deviations are on a reservation basis and are limited to a ¾-mile radius from existing runs. This service fulfills the Paratransit operation requirement for the County.

Calaveras Transit also operates weekend services to Bear Valley during the winter season, and occasional public event service support (i.e. Calaveras County Fair, Murphys Irish Days, etc.). No private event operations are allowed.

The County will provide a fleet of no less than nine (9) buses ranging from 20 to 35 feet (refer to Exhibit C for fleet details). It is anticipated that the operational fleet size will be expanded to ten (10) vehicles prior to the award of contract for services. No facilities are provided by the County at this time. The successful Bidder will be obligated to secure appropriate facilities as needed for the effective maintenance of the fleet and housing of operations within the community of San Andreas or Angels Camp, CA.

This solicitation is in accordance with Article 4.5 Section 99277 of the Transportation Development Act.

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 HOW TO PREPARE BID PROPOSALS

All bid proposals shall be typewritten or completed with pen and ink. They shall be signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal.

Bidders shall also submit endorsed originals of all certifications and assurances as required by the Department of Transportation (Caltrans) found in Exhibit D.

2.2 PROPOSAL CONTENTS

At a minimum, your proposal should contain the following information and conform to the prescribed format. Additional information that the bidder deems relevant to the selection process may be included.

Firm Background. In two pages or less, provide a brief overview of the firm that will assume all contract responsibilities and identify all proposed sub-consultants. Please provide an explicit description of the firm's qualifications and list three references where the firm managed similar service contracts with comparable service type to Calaveras Transit.

Project Team. Provide an organization chart that identifies the individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to the other elements.

Individual Qualifications. Provide resumes for each member of the management team and demonstrate how the experience and background of each staff member relate to the proposed assignment on the proposed project. Only include resumes for staff who are specifically assigned and whose assignment accounts for at least two percent of the total allocated hours.

Individual Experience. Briefly describe the applicable experience of the personnel proposed for this project. Include all sub-consultant personnel.

Provide three examples of current services being conducted by the proposed personnel during the past three years that are relevant to the key elements of this operation. For each relevant example: indicate the firm's role and the staff members who were responsible for the cited project work; describe the responsibility of the proposed personnel; completion date; and include the name, title and phone number of a client reference.

Statement of Understanding and Scope of Work. Proposals should provide a statement of your understanding of the project by highlighting the dominant issues, articulating your strategy for fulfilling the Scope of Work, and outlining your approach toward addressing the project requirements. Proposals should provide a detailed description of the work scope anticipated to achieve the cited objectives.

By submitting a proposal, it is understood that the Consultant has reviewed the existing programs and applicable program documents, and that based on that review, the Consultant is satisfied with the applicable conditions and requirements expressed in those documents, unless otherwise stated. In this regard, any recommendations regarding changes to any of the applicable conditions or requirements should be emphasized in your proposal and would be a clear means of demonstrating your understanding of the project requirements. Any exceptions to the Scope of Work shall be submitted on separate sheet of paper as described in Section 2.13.

Rates and Overall Cost. Proposals should provide a clear rate schedule including cost per vehicle service hour, annual not-to-exceed cost, and overall term not-to-exceed cost.

Transition Plan. Proposals should include a transition plan which will provide a detailed description and timeline for the transition of services from the existing contractor. Milestones should include transition of staffing (including all training and hiring provisions), transition of equipment (including acceptance of County fleet), and date for move (if applicable). It is anticipated that the transition will occur in such a manner that all operations and services from this contract will begin on July 1, 2007 without interruption.

Format. The County prefers that all proposals be produced as double-sided copies on recycled paper.

2.3 PROPOSAL SECURITY BOND

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer on the part of the Bidder and may not be withdrawn except as provided herein. Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from opening date. Such offer shall be deemed accepted upon approval by the Calaveras Board of Supervisors. In case of a default on the part of the Bidder after such acceptance, the County may take such actions as it deems appropriate, including legal action for damages or specific performance.

Each proposal shall be accompanied by a certified check, cashier's check, or bond by a guaranty company authorized to carry on business in the State of California, in the amount of ten thousand (\$10,000) dollars. Said bond is payable without condition to the County of Calaveras as a guaranty that the Bidder, if awarded the Contract will furnish the required performance bond, and evidences of insurance, and enter into, execute, and deliver to the County of Calaveras the Contract, within ten (10) days after being notified in writing by the County that the award has been made and the Contract is ready for execution.

Proposal securities will be returned to all except the top three responsive Bidders, which will be retained until the awarded Bidder has entered into a Contract with the County.

The Proposal Security Bond shall be submitted with the understanding that the Proposal Security Bond will be declared forfeited as liquidated damages in the event of withdrawal of their proposal or in the event of failure to enter into a Contract and give said bonds and insurance within the time specified after they have received notice of an award. The County may then award the Contract to the next responsible Bidder or Bidders, or may call for new proposals.

2.4 HOW TO SUBMIT BID PROPOSALS

All bid proposals shall be:

- (1) Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
- (2) Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before 4:30 p.m. on the opening bid date specified in the first paragraph of the letter of invitation.

Bids not received by the specified time and date will not be opened. No vendor will be allowed to submit more than one bid. All information required by this Invitation to Bid must be completed and submitted to constitute a proper bid.

2.4.1 Mailing Address

Calaveras County Administrative Office
891 Mountain Ranch Road
San Andreas, California 95249.

2.4.2 Hand Delivery Address

Calaveras County Administrative Office, Government Center
891 Mountain Ranch Road
San Andreas, California 95249

2.5 PROTEST PROCEDURES

Objections from Bidders to the invitation to bid and/or these specifications should be brought to the attention of the Purchasing Agent by objecting in writing at least ten days prior to the opening of the bids. Failure to object in this specified manner shall constitute a waiver on the part of the vendor to protest the solicitation.

2.5.1 Protests Prior to Proposal Opening

Protests regarding any aspect of the attached materials and County selection procedures must be submitted in writing (via mail or fax only) to:

Purchasing Agent
Calaveras County Administrative Office
891 Mountain Ranch Road
San Andreas, CA 95249
Fax: 209.754.6664

Protests must be received prior to 5:00 p.m., PST, April 3, 2007 (10 business days prior to opening). The Purchasing Agent will respond to these protests by April 10, 2007 (5 business days prior to opening), with an addendum to this RFP, by express mail, email and/or FAX. This action completes the pre-opening administrative protest remedy at the County level. Failure to object in this specified manner shall constitute a waiver on the part of the vendor to protest the solicitation.

2.5.2 Protests After Proposal Opening/Award Announcement of Award

Protests regarding County proposed selection of Contractor after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to the Purchasing Agent. Protests must be received prior to 5:00 p.m., PST, April 24, 2007 (5 business days after opening). The Purchasing Agent will respond to these protests by 5:00 p.m. PST on May 1, 2007 (10 business days after opening) by email and/or FAX. If no protests are received, bid will be awarded 5 business days after opening. If a protest is received the bid will be awarded 10 business days after opening. This action completes the opening/award announcement administrative protest remedy at the County level. This action completes the proposal opening/award announcement administrative protest remedy at the County level. Failure to object in this specified manner shall constitute a waiver on the part of the vendor to protest the solicitation.

2.5.3 Protests to the California Department of Transportation (Caltrans)

Under certain circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the County level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant.

The deadline for submitting protests to Caltrans prior to proposal opening is 12:00 p.m. PST, April 13, 2007. The deadline for submitting protests to Caltrans after opening/announcement of award is 12:00 p.m. PST, May 4, 2007.

Caltrans review of any protest will be limited to:

- Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- Violation of County protest procedures or County failure to review a complaint or protest.

The protest filed with Caltrans shall:

- a. Include the name and address of the protester.
- b. Identify County as the party responsible for the RFP process.
- c. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- d. Include a copy of the protest filed with County, and a copy of County decision, if any.
- e. Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Mass Transportation
PO BOX 942874 – M.S. 39
Sacramento, CA 94274-0001

A copy of such protests should also be sent to the County Purchasing Agent.

2.6 BIDS FOR ALL OR PART

Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items or on any of the items according to the best interest of the County. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.

2.7 ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.

2.8 BIDDER

Whenever the term "Bidder" is used, it shall encompass the "contractor," "purchaser" or other party having a contract with the County in such capacity after a contract has been entered into or between such party and the County.

2.9 COMPLIANCE WITH LAWS

The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Bidder and the County. Any such requirement specifically set forth in any contract document between the Bidder and the County shall be supplementary to this section and not in substitution thereof.

2.10 GOOD STANDING

The Bidder certifies that the Bidder is not debarred or excluded from bidding by any Federal agency, has not been convicted within a three-year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, and has not within a three-year period been terminated on a public contract for cause or default.

2.11 COMPLIANCE WITH INVITATION TO BID

The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of this Invitation and by reference are made a part hereof.

2.12 SPECIFICATIONS

Any obvious error or omission in specifications shall not inure to the benefit of the Bidder, but shall put the Bidder on notice to inquire of or identify the same from the County. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

2.13 EXCEPTIONS

Any and all exceptions to the specifications included in this request for bids must be fully detailed and explained on a separate sheet and attached to the bid package. Failure to do this may result in that bid being considered non-responsive.

SECTION 3 AWARD OF CONTRACT

An Evaluation Committee consisting of personnel selected by the Purchasing Agent will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal.

The contract, if awarded, will be awarded to the most responsive and responsible Bidder whose bid will be most advantageous to the County. Award will be based on the best value offered to the County and may not necessarily be for the lowest bid proposal. The quality and the functionality of the items to be provided, their conformity with the specifications, their suitability for intended use requirements, delivery terms, availability of servicing and parts, and guarantee clauses shall all be taken into consideration. The County will make the determination.

The County reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. The County reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a Bidder whom investigation shows is not in a position to perform the contract.

3.1 SELECTION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal requirements. The Evaluation Committee may also contact and evaluate the Bidders' and the Subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

Proposals shall be ranked on a total weighted score of 100, and shall be evaluated in accordance with the following criteria and respective weight factor:

CRITERIA	WEIGHT FACTOR
Bid clearly describes the proposed format for performing the demand response service component of Calaveras Transit.	5 points
Bid references describe firm's ability to provide safe, efficient, economical, and courteous operation of public transit services for comparable operations to Calaveras Transit.	5 points
Bid clearly demonstrates the ability and willingness of firm to provide a beneficial training and safety program, and offers a progressive salary scale over the term of the contract.	5 points
Bid provides a comprehensive transition plan for implementation of services.	10 points
Bid clearly demonstrates the ability and willingness of firm to retain the employees of the existing contractor for a period of not less than 90 days and recruit additional transit employees as needed.	10 points
Bid provides a description of the firm including financial stability and the total amount of resource(s) and staff which will be readily available for the operation of Calaveras Transit.	10 points
Bid clearly demonstrates the direct experience of management and supervisor staff, experience and reliability of firm, and ability to provide qualified personnel.	10 points
Bid demonstrates a thorough understanding of the Scope of Work and suggests improvements upon the scope as necessary.	10 points
Bid demonstrates compliance with terms and conditions of the request and completes all certifications and assurances as required.	15 points
Bid provides a competitive cost to the County.	20 Points
TOTAL WEIGHTED SCORE	100

3.1.1 Presentations/Demonstrations

Selected Bidder(s) may be asked to make oral presentations further explaining their proposal. The Bidder's original proposal cannot be changed in any aspect during the oral presentation. Bidder(s) will be advised as to the time and place for such presentations and they should be prepared to discuss all aspects of their proposal.

3.1.2 Selection Process

A "Notice of Intent to Award" will be sent to all participating Bidders advising them of the date that the Board of Supervisors will hear and consider action on the recommendation of the Evaluation Committee. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail or facsimile no later than ten (10) working days prior to the

scheduled Calaveras County Board of Supervisors' meeting acting upon said "Intent to Award".

3.2 NOTICE TO PROCEED

The successful Bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the County Purchasing Agent. If the successful Bidder does commence any work prior to receiving official notification, it does so at its own risk.

EXHIBIT A

SCOPE OF WORK

SECTION 1 TRANSIT SERVICE TO BE PROVIDED

Calaveras Transit currently provides weekday Deviated-Fixed Route service to the communities of Calaveras County, including service outside of the County to Columbia College, Lodi, and Jackson. Services will be expanded to include the community of Copperopolis. Route deviations are on a reservation basis and are limited to a 3/4-mile radius from the existing run. This service fulfills the Paratransit operation requirement for the County. Calaveras Transit also operates weekend services to Bear Valley during the winter season, and occasional public event service support (i.e. Calaveras County Fair, Murphys Irish Days, etc.). No private event operations are allowed. A copy of the Service Schedule can be found in Exhibit E.

Contractor shall operate the system in compliance with the County operating policies and local ordinances applicable to this service, providing management, technical and operating personnel and services necessary for the operation of the County's transit system.

Contractor shall be responsible for all support activities related to all planning of Calaveras Transit routes, schedules, days and hours of operations, bus stop locations, location of street furnishings and other such activities relative to overall system administration.

All services rendered shall be subject to the control of the County and coordinated by the Director of Public Works or his designee, hereinafter referred to as the Project Manager.

An officer or owner of Contractor shall be available either by phone or in person to make decisions or provide coordination as necessary.

The County maintains the right to inspect, examine or test, at any reasonable time, any of the facilities, records (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor Contractor's work in order to assure compliance with these specifications during regular business hours.

1.1 THE DEVIATED FIXED ROUTE

The operator will provide Monday through Friday Deviated Fixed Route service between San Andreas, Valley Springs, Mountain Ranch, West Point, Angels Camp, Arnold, Copperopolis, Columbia College, Lodi, and Jackson. All services will be available to the general public, including elderly and disabled persons.

1.2 HOLIDAYS

No service will be provided on the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (Observed), Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day. If such a holiday falls on a weekend, the County may designate the following Monday as the actual day of observance as a non-service day. Contractor shall provide and post notices of holiday schedules in all Calaveras Transit buses at least one week in advance of each upcoming holiday.

1.3 EXTRA SERVICES

In addition to regular Calaveras Transit services, the Contractor may from time to time, upon receiving specific authorization by the County, provide special transportation services using Calaveras Transit vehicles, provided that such special services are determined by the County to be in the public interest and are in compliance with applicable Federal and State statutes. Contractor shall be entitled to compensation for such services as provided for under this Agreement.

1.4 ESTIMATED ANNUAL VEHICLE SERVICE HOURS

The Deviated Fixed Route services will require no more than 14,400 annual vehicle service hours (1,200 monthly) and 256 days of service per year. The Vehicle Service Hours (VSH) of this contract is not anticipated to increase.

1.5 CHANGES IN LEVEL OF SERVICE PER CONTRACT YEAR

It is anticipated that the "Basic Service Level" will be 14,400 VSH for the term of the contract. The County may, however, increase, decrease or otherwise alter the service to be provided. The County shall be allowed to increase or decrease annual service hours by 15% without affecting the rates for service.

1.5.1 Emergency Adjustments

Temporary emergency adjustments in service may be initiated either by County or Contractor only in the event of an emergency which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such changes do not constitute a "substantial change" (+/- >2% in service hours). The party initiating the emergency adjustment shall notify the other party within 24 hours prior to such occurrence, if feasible.

The Project Manager shall specify steps to be taken by Contractor to notify patrons of the change to routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by Contractor. In making temporary emergency adjustments, should the Contractor incur added expenses beyond those compensated for by the hourly rate then in effect, the County and Contractor shall negotiate a fair and equitable adjustment in charges. The special adjustment in charges shall not cover a time period longer than 15 days.

1.5.2 Non-Substantial Changes in Service Level

The County, through the Project Manager, may order non-substantial increases, decreases or other alterations to the service upon written notice to Contractor. Said notice shall specify the change(s) requested and the effective date(s). Contractor shall be allowed 15 days to implement non-substantial changes, however, County shall endeavor to provide Contractor with earlier notice whenever possible. Non-substantial changes in service shall be accommodated by Contractor without change in the hourly rate in effect at the time. Non-substantial changes in service hours shall be defined as the addition or subtraction of <2% of service hours.

1.6 CHANGES IN SUBSIDIARY DUTIES

The Project Manager may request changes in Contractor's reporting requirements, training/safety program, preventive maintenance and repair program, inventory requirements, testing procedures, personnel practices and/or other operating details not resulting in changes in the number of vehicle service hours. If Contractor declines such requests, or such request would result in a material increase in Contractor's costs or in the time required for performance, Contractor shall notify County within seven (7) days after receipt of such order and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of Contractor's claim, which reflects actual increases or decreases in Contractor's total costs to perform this Agreement caused by the change in question.

1.7 CONTROL

Contractor shall provide top management involvement when making suggestions on how to improve the system. The system operated pursuant to this Agreement shall not be changed without express written approval by the County.

County shall not interfere with the management of Contractor's normal internal business affairs. County may advise Contractor of any employee's inadequate performance which has a negative effect on the service being provided, and Contractor shall take prompt action to remedy the situation. County may, by providing written notice, request the removal of any employee of Contractor from the services provided by under this Agreement and Contractor shall immediately comply.

1.8 MANAGEMENT

Contractor shall provide supervision, technical, personnel and operating services necessary for the daily operation of Calaveras Transit. Employ, supervise and manage all personnel, including drivers, dispatchers, supervisors and other personnel needed to operate and maintain the service. Offers of employment must be given to existing Calaveras Transit supervisors, drivers, and dispatchers.

1.9 SCHEDULING AND DISPATCH FUNCTIONS

Contractor shall use a systematic method to schedule and transport passengers using County transit vehicles. The method should be capable of accommodating both advance reservations and requests for demand response service, and of integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality. Contractor shall also schedule and dispatch in accordance with the provisions of the Americans with Disabilities Act (ADA). Contractor shall provide an adequate number of persons to staff dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log to be proposed by the Contractor. Scheduling and dispatching personnel shall be trained in professional technique, radio protocol and in cooperative approaches with drivers and passengers. Personnel shall be monitored and given refresher training as necessary. Dispatch hours of service shall be from 5:30am to 11:30pm for each service day.

1.10 PUBLIC RELATIONS/INFORMATION

The Contractor shall provide complete transit customer service, including but not limited to: public relations, promotion of the transit system, complaints, suggestions for service, accident reporting, ticket sales, Routing assistance, public information, etc .

1.10.1 Telephone Information Service

Contractor shall provide complete telephone system for Calaveras Transit including one (1) 800 or WATS toll-free line with a minimum of County-wide range, and TDD service for the deaf. Staff shall be available to answer phones from 6:00 am to 10:00pm for each service day. 24 hour/day answering service for ADA/Deviation Request customers required.

1.10.2 Public Information

Contractor shall distribute all schedules, passes, tickets, transfers, service brochures and like materials as required by the County. Contractor shall distribute and disseminate such material in accordance with the provisions of this Agreement and any directions supplemental thereto provided by the County. Contractor shall be required to assist in distribution of promotional materials or advertisements, or participate in special promotional programs. Contractor shall assist the County in public relations and promotional activities, including posting signs in vehicles, distributing schedules, operation of special event buses, etc.

1.10.3 Complaints

Contractor shall follow the procedure for handling passenger complaints as specified in their Proposal and approved by County. Contractor shall provide copies of all passenger complaints to the Project Manager in an approved format on a monthly basis.

1.11 EMERGENCY PROCEDURE

In the event of a major emergency such as a natural disaster or man-made catastrophe, Contractor shall make transportation and communication resources available to the County to the degree possible for emergency assistance. If the normal line of direct authority from County is intact, Contractor shall follow instruction of County. If the normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following, to the degree possible, the direction of the organization which appears to have assumed responsibility, such as the Sheriff's Department, Police, Red Cross or National Guard. Emergency use of transportation may include evacuation, transportation of injured and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the current rate per vehicle service hour or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of Contractor's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" of this Contract. Immediately after the emergency condition ceases, Contractor shall reinstate normal transportation services. Payment will be based on a written report showing services and cost breakdown related to emergency services.

SECTION 2 RECORDS, REPORTS, FAREBOX REVENUES

Financial and accounting records shall be prepared and maintained in a complete, detailed and accurate manner, in accordance with generally accepted accounting principles, pursuant to the requirements of any applicable State or Federal statute or regulation regarding accounting and financial reporting for publicly financed transit systems, including but not limited to Level R or the Uniform Financial and Reporting Elements as required under Section 15 of the Federal Transit Act of 1964, and Section 99243 of the California Public Utilities Code, as each of the foregoing are now in force or may hereafter be amended. Such records shall fairly and clearly disclose all of Contractor's costs incurred by virtue of its operation of Calaveras Transit, including but not limited to, pay and employee benefits, materials and supplies, utilities, maintenance, contractual services and all the related operating costs.

Contractor's records shall be kept with sufficient detail to constitute an audit trail to verify that all costs charged to County by virtue of this Agreement are due to the operation of Calaveras County's Public Transportation System only and are not due to the operation of any other service by Contractor. Such records shall be provided to County upon request for purposes of complying with Federal, State and local reporting requirements.

Contractor shall be responsible for collection and maintenance of data pertaining to all phases of the transit system operation, as specified hereunder, and/or as necessary for the preparation of required reports.

2.1 RECORD ACCESS

County, other authorized governmental agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions of Contractor's files. Contractor shall maintain all these records for a period of at least four (4) years following contract termination.

2.2 FINANCIAL RECORDS

Contractor shall maintain accurate and complete books, records, data and documents in conformance with generally accepted accounting principles and in such detail and form so as to meet applicable local, State and Federal requirements.

A complete and separate set of books, accounts and/or records shall be maintained by Contractor, records shall show details of transactions pertaining to the management, maintenance and operation of only this system under the terms of this Agreement. System transactions shall not be co-mingled with Contractor's other operations, if any. The Contractor's records shall be kept with sufficient detail to constitute an audit trail which verifies that any and all costs charged to the system are, in fact, due to operations pursuant to this Agreement, and not due to separate operations by Contractor.

2.3 VEHICLE RECORDS

Contractor shall keep and maintain (separate by vehicle) all work orders, warranty dockets and maintenance records on County provided vehicles and equipment for as long as County

owns such, or until this Agreement ends. Contractor shall cooperate in good faith in turning over said vehicle records to any successor contractor.

2.4 REPORTS DUE ON A MONTHLY BASIS

Contractor shall collect all required data on a daily basis and submit monthly summary reports to the Project Manager, along with invoices, by the 7th of the following month. The period of the reports shall begin on the 1st day of the month and end on the last day of the particular month. In addition, the December Report shall include a year-to-date summary for the first six months of the fiscal year in all categories and the June Report shall include a year-end summary in all categories. The required reports include, but may not be limited to:

2.4.1 Ridership Report

Ridership for each route and type of service on a monthly and year-to-date basis. Report shall show breakdown of ridership by service, route and fare category showing number and percentage of total ridership for regular, senior, disabled, college, youth (8-18 years of age), child, wheelchair, transfers, companions and free rides on a monthly and year-to-date basis. Additionally, the average number of riders per service hour per service shall be reported.

2.4.2 Vehicle Service Hours

The number of revenue service hours and total service hours required for each route and service shall be shown on a monthly and year-to-date basis.

The number of revenue service hours and total service hours each vehicle is operated for each route and service on a monthly and year-to-date basis.

2.4.3 Vehicle Service Miles

The number of revenue service miles and total service miles required for each route and service shall be shown on a monthly and year-to-date basis.

The number of revenue service miles and total service miles each vehicle is operated for each route and service on a monthly and year-to-date basis.

2.4.4 Operating Days

Total number of operating days for each transportation service on a monthly and year-to-date basis.

2.4.5 Farebox Recovery

The Farebox report shall show the total farebox received for each route and type of service, along with a total farebox received for all services combined on a monthly and year-to-date basis.

The farebox for each route and service shall be broken down to show the total cash and the total ticket fares collected for each fare category. In addition, tickets received on buses shall be shown separately from cash received and attributed to the route and service the ticket was used for.

The Farebox report shall also include a copy of all of the invoices for the month provided to County for payment of services.

2.4.6 Service Records

Service Record shall report overall On-Time performance including a description of breakdowns, road calls, missed trips or scheduled routes with any delays over fifteen (15) minutes.

2.4.7 Complaints and Compliments

The Complaint and Compliment report shall provide all pertinent information regarding complaints including: time, date, name, address, phone and accurate account of complaint expressed by client. The Contractor shall also comment on action that was or needs to be taken.

2.4.8 Vehicle Report

The Vehicle Report shall provide the following information for each vehicle:

- a. The mileage shown on odometer on the last day of the month and mileage traveled per month and year-to-date.
- b. The fuel use rate shown as miles per gallon on a monthly basis.
- c. Any accident or damage repairs that occurred.
- d. Any breakdowns or malfunction of vehicle which occurred during previous month.
- e. The miles between breakdown or malfunction of vehicle and equipment.
- f. The time, date and record of preventive maintenance inspection.
- g. Specific notice of and major component repair or replacement.

2.4.9 Employee Training

The Employee Training report shall summarize and document the number of hours devoted to employee operating and safety training programs, including training session agenda.

2.4.10 Staff Level

The Staff Level report shall provide a summary of any termination and hiring of employees.

2.4.11 Manager's Summary

The Manager's Summary shall present any relevant operational issues, events, evaluations, suggestions for improvement, etc.

2.5 ANNUAL BUDGET

Contractor shall submit to the County for review, no later than March 31 of each contract year, a proposed budget for the upcoming year. This budget submittal is for contract compliance analysis only and will not affect payment.

2.6 ACCIDENT REPORTS

Accident reports are to be submitted to County within one (1) business day for injury accidents, and within three (3) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to County immediately. Accident reports are to be submitted to the Third Party Claims Administrator within five (5) business days.

2.7 CALIFORNIA HIGHWAY PATROL (CHP) COMPLIANCE REPORTS

CHP safety compliance reports are to be submitted to County within two (2) business days after CHP submits said report(s) to Contractor.

2.8 DRIVER PULL NOTICE PARTICIPATION

The Contractor shall comply with Section 1808.1 Employer Notification of State of California Vehicle Code.

2.9 DRUG AND ALCOHOL TESTING AUDITS

Contractor shall record and retain all Drug and Alcohol testing records onsite and comply with the Procedures for Transportation Workplace Drug and Alcohol Testing Programs as provided in 49CFR40 and 49CFR655. Contractor shall provide a Drug and Alcohol Program supervisor who will oversee and maintain the program for the County for the purposes of this contract. This individual shall be responsible for the maintenance and reporting of all Drug and Alcohol Testing for the County, and will be available to participate in any audit prepared on behalf of the County.

2.10 COMPLAINTS/REQUESTS

Contractor shall receive complaints and requests from the public with courtesy, and shall keep written records of all complaints and requests received, the number of unfulfilled service requests and the average hold time for the calls received. Contractor shall respond to all complaints received, transmitting such records and responses to County on a monthly basis as indicated above.

2.11 REPORTS TO BE PREPARED BY COUNTY

All reports required by the California Transportation Development Act for funding purposes and reports submitted to the Calaveras County and the Board of Supervisors shall be prepared and submitted by County, using Contractor-compiled data.

SECTION 3 FAREBOX REVENUES

All fares collected by the Contractor are the property of County. The County reserves the right to set fare rates for passengers. Such rates may be revised from time to time by County, and set at such levels as may be determined to be in the best interest of the County. The County shall provide Contractor with a written direction revising fare rates at least ten (10) calendar days before such fares are to become effective.

Fares shall be deposited by passengers in locked fareboxes provided by County. Contractor shall assure that each transit patron pays the appropriate fare prior to being provided transportation. All cash fares will be paid by patrons in the exact amount due for their

appropriate fare classification, no change is available. Drivers shall not be required to make change, but will be required to issue transfers, if necessary. Contractor shall post notices on all vehicles that the correct change for fares is required. Contractor will collect and process all transfers, tickets and other non-cash fares as directed by the County.

Contractor shall, in accordance with a procedure specified by the County, account for revenues collected on the County's transit vehicles. Contractor shall remove farebox vaults from the vehicles daily and the vault contents shall be kept separately under appropriate security. The Contractor's manager shall be custodian of the vault key and responsible for counting the money. The Contractor shall count, process and deposit farebox at the County Treasurer's office into the appropriate service accounts as soon as is reasonably possible after fares are received. Deposits of fares shall be made at least twice each week, daily deposits are preferred. The County reserves the right to oversee money counting activities, independently count revenues or otherwise verify the fares collected.

SECTION 4 PERSONNEL

The Contractor shall provide all management and personnel necessary to responsibly operate Calaveras Transit including a full-time on-site operations manager, full-time dispatchers, mechanics and drivers. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. Employees shall at all times be and remain the sole employees of Contractor, and Contractor shall be solely responsible for payment of all employees' wages and benefits. Contractor, without any cost or expense to County, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employees' liability, workers' compensation, unemployment insurance and other forms of Social Security and also with respect to withholding of income tax at its source from the wages of said employees and shall indemnify and hold harmless County from and against any and all liability, damages, claims costs and expenses of whatever nature rising from alleged violation of such enactments or from any claims of subrogation provided for in such enactments or otherwise.

Contractor shall use the best methods for recruitment, and shall not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in the performance of any agreement with the County. Contractor shall comply with the provisions of the State Fair Employment Practices Act, the Federal Civil Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990.

Contractor shall use appropriate employee screening and selection criteria. These criteria will include Department of Motor Vehicle license checks and physical examinations, including drug screening. All employees must pass a Department of Justice fingerprint screen as required for General Public Transit Vehicle certification prior to performing within said classification.

Contractor shall make its best reasonable effort to retain existing Calaveras Transit personnel. The Contractor is encouraged to hire existing drivers because they have a significant knowledge of individual ridership needs. To this end, the Contractor assures that current drivers meeting the Contractor's employment standards will be first to be offered positions.

Furthermore, the Contractor assures the County that drivers will be compensated equal to or greater than that shown in Compensation Base (provided in 1.11.7 for the duration of the Contract.

The County desires to maintain a minimum level of staffing in order to appropriately facilitate services for Calaveras Transit. The Bidder shall provide a detailed staffing outline with the bid that shall meet the following minimum requirements:

4.1 OPERATIONS MANAGER

Contractor shall designate and provide the services of a full-time on-site manager who shall provide overall day-to-day management and supervision of Calaveras Transit operations under the terms of this Agreement. The contractor's manager shall work cooperatively with the Project Manager providing operational data, responding to comments from Calaveras Transit passengers and the general public, and responding to specific requests for other assistance as the need arises.

The Contractor's manager will be responsible for monitoring all aspects of the system's operation including, but not limited to; ridership, quality of service, maintenance and repair work, fare collection and accounting in accordance with current established procedures, accidents and complaints; along with attitudes, motivation, operational safety and performance of all personnel. Methods of improving the County's transit operations and services will be sought out along with causes of and deficiencies of substandard performance.

The person serving as the Contractor's manager shall have recent documented experience of at least one year in managing (as either manager or assistant manager) a public fixed route and demand response service plus adequate managerial experience, in public or private service, supervising at least 10 people.

The Contractor's manager shall be approved by the County and shall not perform other duties for the Contractor without notification of, and consultation with, the Project Manager.

Should the services of the Contractor's manager become no longer available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to the County for approval as soon as possible. The County shall respond to Contractor within ten (10) working days following receipt of these qualifications concerning acceptance of the candidate for replacement of the Contractor's manager. The County may require an interview with the proposed Contractor's manager.

In addition, Contractor shall designate an agent authorized to bind the Contractor in all aspects of Contractor's performance of this Agreement, who shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary.

4.2 MECHANIC

The Contractor shall provide onsite mechanic(s) and utility personnel to maintain the fleet at all times. It is expected that the fleet be ready for service at all times.

Contractor must have at minimum one full time on-site mechanic who will be responsible for preventive maintenance, tune-ups, brake work, repairs, etc. This person shall have a minimum of at least three (3) years documented experience maintaining and repairing vehicles like those provided by the County.

Contractor shall on an as needed basis provide utility personnel in order to maintain the cleanliness of the fleet and assist the mechanic(s) where qualified.

Should the services of any mechanic become no longer available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to the County for approval as soon as possible. The County shall respond to Contractor within ten (10) working days following receipt of these qualifications concerning acceptance of the candidate for replacement mechanic.

4.3 DISPATCHER/CLERK

The Contractor shall provide dispatchers dedicated to facilitating deviations, requests, public information, and reporting required for operations. It is expected that the dispatch position is exclusive and not operated by management at any time.

4.4 DRIVERS

The Contractor shall provide drivers dedicated to the operation of vehicles for service. Contractor shall provide County with a list of drivers prior to startup, and shall update said list quarterly. Contractor shall not place a driver into service until he/she has completed all training courses prescribed by State and Federal regulations and detailed by Contractor in their Proposal.

Drivers will, when requested, hand out notices to passengers, administer surveys or otherwise render assistance in service monitoring functions. Drivers will account for and collect fares, tickets, passes and transfers as determined by the County. Drivers will assure that payment is equal to or greater than the appropriate fare. Drivers will record ridership counts by passenger category according to procedures approved by the County. Drivers will assist in the boarding and alighting of passengers by way of the ADA lifts where requested.

Contractor shall require each driver to have an accurate time-piece available and in clear sight at all times while operating the vehicle.

The drivers are the most visible representatives of Calaveras Transit. The County is highly concerned that the appearances, attitudes and abilities of the drivers reflect a positive public image of the system.

It is the Contractor's responsibility to train, teach and supervise all drivers to the end that they are: courteous and helpful to all passengers; knowledgeable as to all aspects of system operation such as routes, schedules, transfer points, ADA assistance and fares; and thoroughly familiar with the buses they operate and their responsibilities as drivers, so that they will conduct themselves and perform their duties in the highest professional manner.

4.5 TRAINING AND SAFETY PROGRAMS

Implement and sustain a driver training, customer service, and safety program approved by the County which incorporates the following:

- a. Provide training for all drivers and dispatchers in the areas of radio use, the complete service area, route layouts and schedules, demand response service, including trip scheduling and proper dispatcher techniques, specialized assistance for handicapped

and elderly passengers including sensitivity training and wheelchair device tie down, and general safety and driving refresher courses.

- b. Provide annual training for drivers in first aid and CPR. Note: There will be no requirement that staff perform any medical or quasi-medical functions for passengers. In the event of illness aboard the vehicle, the driver shall advise dispatch by radio and may proceed immediately to a medical facility for assistance.
- c. Ensure that drivers meet all licensing requirements of the State of California. Develop and adopt all necessary EEO employment, civil rights, DBE and Drug and Alcohol plans and policies as required by the Federal Transit Administration.
- d. Provide semi-annual training for staff in appropriate customer service and public outreach.
- e. Provide annual training for mechanics in appropriate ASE certifications and refresher courses.
- f. Provide training for drivers to become certified to train others as appropriate.

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel and Calaveras Transit vehicles and equipment are maintained at the highest possible level throughout the term of this Agreement. Contractor shall comply with all applicable California Highway Patrol and Occupational Safety and Health Administration (OSHA) requirements. Contractor shall provide the County with an overview of its program.

Contractor shall develop, implement and maintain a comprehensive program of training, retraining, safety and safety awards for all employees associated with Calaveras Transit, with particular emphasis on the drivers and the mechanic. The program must provide, at a minimum, twenty-five (25) hours of classroom instruction covering defensive driving, first aid, State rules and regulations, accident/incident procedures, radio procedures, wheelchair lift procedures, passenger relations, a drivers sensitivity and empathy training program toward the needs of elderly and disabled passengers, employee work rules and County operating policies as promulgated by County.

At least twenty (20) hours of behind-the-wheel training, under supervision, shall be provided. Such behind-the-wheel training shall not occur while the vehicle is in revenue service. Additional hours of training may be required to familiarize operators with routes, fare and transfer policies, paperwork and with specific characteristics of the service area. Drivers shall be trained to operate all types of vehicles used in the County's transit service. Drivers shall be certified as having completed this course before operating any County vehicle in revenue service unsupervised. Contractor shall be required to monitor and comply with any and all State regulations and requirements with respect to driver training.

Contractor shall provide for training in the installation and removal of snow chains. Contractor shall provide additional support to drivers when chain installation or removal is required. Should Contractor not have staff available, County permitted chain installers may be utilized with reasonable cost and invoiced to County by separate line item.

All drivers must complete Contractor's formal training program as approved by the County and be licensed with a valid (California Class "B" (2) with a valid Verification of Transit Training certificate) prior to entering revenue service. In addition, the County desires that all

applicable drivers be certified for General Public Paratransit Vehicle (GPPV) service by the California Highway Patrol. The Contractor shall keep a current list of drivers and their certifications and provide this list to the County upon request. It is the Contractor's responsibility to ensure that no driver who lacks GPPV certification operates a vehicle used for any of the demand responsive services for the County. Contractor shall check California Department of Motor Vehicles (DMV) records at least every six (6) months for accidents, vehicle code violations and valid driver licenses of its employees whose job requires the operation of revenue vehicles.

Contractor shall notify the Project Manager of said check results and corrective actions, if any, taken.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone manners/procedures, emergency/accident/incident procedures, radio codes and procedures and shall have a detailed knowledge of Calaveras Transit's services, schedules, transfer points, fares and operating policies.

Drivers and dispatchers shall, at all times, be courteous and responsive to requests, comments and complaints from the public. Contractor shall develop, maintain and enforce a performance monitoring and evaluation system for drivers, dispatchers and public information employees.

4.6 ROAD SUPERVISION

Contractor's manager shall provide a minimum of six hours quarterly of ride-along road supervision to monitor drivers, schedules and vehicles and assist drivers in revenue service.

4.7 COMPENSATION BASE

In order to maintain retention of employees and adequately compensate staff, the County provides the following guidelines for staff compensation. The Bidder shall provide a detailed staff compensation schedule with the bid that shall meet the following minimum requirements:

- a. Minimum compensation schedule. Annual step increase is based on service for Calaveras Transit (not general experience):

TABLE 1 - BASE COMPENSATION SCHEDULE						
	Training (6 mo.)	1 st year	2 nd year	3 rd year	4 th year	5 th year
Driver	11.40	12.00	12.60	13.23	13.89	14.59
Dispatch	11.70	12.29	12.94	13.56	14.25	14.98
Mechanic		16.98	17.85	18.75	19.68	20.65

- b. Paid holiday for all No Service Holidays (8 hour) – New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day,

Veteran's Day (Observed), Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

- c. Safety bonus shall be provided on a semi-annual basis.
- d. Medical and Life Insurance options shall be provided to full-time employees.

4.8 MEDICAL ASSISTANCE TO PASSENGERS

Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

SECTION 5 MAINTENANCE

Contractor shall at all times perform any repair, preventive maintenance, and cleaning necessary for safe and efficient vehicle operation.

Each vehicle shall meet all applicable laws and codes for operating on public streets in the State of California, all safety requirements as called for in California Administrative Code, Title 13, and conform to all California Highway Patrol regulations and orders. The Contractor shall provide the County certificates and inspection reports issued by the California Highway Patrol.

All preventive maintenance, repairs and major component rebuilding/replacement shall be performed in accordance with these Specifications: The Original Equipment Manufacturer's (OEM) specifications and applicable warranty conditions, the Contractor's maintenance program as specified in his Proposal, and the best general practices of the transit industry.

The County may authorize or refuse the occasional use of outside vendors for major or specialty work, however, it is the Contractor's duty and responsibility to maintain all vehicles and equipment. All outside vendors, such as machine shops, component rebuilders or accident repair shops shall utilize only parts, materials, lubricants, fluids, oils and procedures that meet or exceed OEM specifications and requirements.

County reserves the right to delegate maintenance responsibilities to a firm other than the Contractor, subject to mutual agreement between Contractor and County as to changes in terms and considerations.

Contractor agrees to fund one hundred percent (100%) of all maintenance costs and shall be reimbursed by the County as provided for in Section V, 5.01 of this Agreement. The Contractor agrees to maintain and return such vehicles and equipment to the County in the same condition as when provided by the County, excepting only reasonable wear and tear not attributable to Contractor's failure to perform its maintenance and repair obligations pursuant to this Agreement. Contractor shall provide enough substitute vehicles to meet all peak and off-peak hour requirements of this Agreement pending repair or replacement of any County provided vehicle or equipment damaged or destroyed while in Contractor's possession. If such vehicles or equipment are damaged or destroyed while in Contractor's possession, Contractor shall immediately obtain estimates and repair or replace vehicles (at Fair Market Value of the vehicle) within sixty (60) days of incident. To the extent practicable, use of damaged vehicles or equipment in service until they have been repaired or replaced shall be avoided. In no case shall the Contractor operate vehicles damaged in such a way that

they are unsafe. Contractor is responsible for maintaining and operating all vehicles in a safe manner and in compliance with applicable laws.

5.1 PREVENTIVE MAINTENANCE AND REPAIRS

Bidder shall provide a routine preventive mechanical/maintenance schedule as required by Title 13 of the Motor Carrier Safety Regulations of California and provide maintenance on the fleet in order to comply with all safety regulations.

Contractor shall be responsible for the maintenance of all vehicles and all other equipment, furnishings and accessories required in connection with its operation of Calaveras Transit in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer's recommended maintenance procedures and specifications, as well as with the applicable requirements of any Federal or State statute and the Preventive Maintenance/Inspection Program detailed in the Contractor's Proposal to the County.

Contractor shall perform all preventive maintenance and inspections required on all vehicles used in the provision of the service associated with this Agreement. Contractor shall adhere strictly to the preventive maintenance schedules in accordance with industry standards. This schedule shall be considered by Contractor to be the minimum requirement only, and shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor employees observe that maintenance is needed in advance of schedule.

Contractor shall not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior consent of County. Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the established maintenance schedule. All maintenance procedures must meet or exceed manufacturer's recommendations and comply with all California Highway Patrol regulations.

Contractor's proposed Preventive Maintenance/Inspection Program must include, at minimum, but not be limited to, the following:

- Daily preventive maintenance and safety inspection checks by drivers.
- All lubrication, oil and filter change intervals shall be performed in accordance with OEM specifications, requirements and the schedule provided in the Contractor's proposal to operate the County Transit system. Modification of oil change intervals is subject to prior approval for County. Such approvals shall not be issued unless Contractor presents written evidence that any warranty coverage will not be adversely impacted by modifying such change intervals.
- Brake inspections and adjustment shall be performed at intervals that insure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (including body, glass and all bus appurtenances) shall be made within thirty (30) days, or less, of date of occurrence.
- All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.

- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment and exhaust system of the vehicle.
- Heating and air conditioning systems shall be maintained and used to insure that the passenger compartment is comfortably maintained on all in-service runs. Contractor shall maintain the heating and air conditioning systems in a state of operating condition throughout the entire year.
- Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.
- All wheelchair lift related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. All wheelchair lifts are to be cycled at least twice daily, once at each shift, a.m. and p.m.
- All vehicle safety equipment (including fire extinguisher and first aid kits) shall be inspected and maintained in good condition and working order at all times.
- Contractor shall document the time and nature of repair work completed in response to identification of problems by staff or passengers.

5.2 REPAIRS

All repairs to vehicles shall be performed either by or under the direction of Contractor unless otherwise specified by the County. Labor and material costs for repairs, including major repairs, necessitated by normal wear and tear will be the financial responsibility of Contractor. For purposes of this Agreement, major repairs include: Rebuilding/replacement of engines, transmissions, running gears, lifts, suspension components and brake overhauls.

Major repairs may be accomplished by Contractor's personnel at his/her facility, and/or by outside specialty vendor, depending on the work to be done.

In the event that the onsite mechanic is unavailable to work or the work necessary is beyond the capability of the mechanic, the Contractor shall have a third party conduct such work as needed at no additional cost to the County and the third party contract is at the sole discretion of the County. The County retains all oversight of work completed on the fleet, and is subject to the approval of the Public Works Fleet Manager.

Repair work shall be conducted as soon as possible upon learning that such work is required. Contractor shall assure County that required repairs shall not be deferred beyond a reasonable time.

5.2.1 Warranty Work

Any of the vehicles provided to Contractor which are under warranty are subject to warranty compliance by Contractor as follows:

- a. Contractor shall comply with all warranty specifications and requirements of the Original Equipment Manufacturer (OEM).
- b. The Contractor's repair and preventive maintenance program shall not invalidate or shorten warranty coverage provided by the OEM.

- c. Subject to prior written authorization from the OEM, Contractor may perform warranty work on County provided buses.
- d. Contractor shall be held financially liable to absorb expenses for all repairs which would have been covered under warranty, had it not been invalidated by Contractor's actions.
- e. Reimbursement revenue received for all authorized warranty work performed by Contractor shall become the property of the Contractor.
- f. The Contractor shall provide for transportation of vehicles under warranty to warranty service centers at the Contractor's own expense.

In addition, Contractor will assist County, at no extra cost, in activities necessary to put new vehicles into service.

5.3 CLEANING

Contractor shall provide all labor and materials necessary to keep County's vehicles detailed to industry standards. Contractor shall wash the exteriors of the vehicles at least two (2) times a week, including bus body, windows and wheels. The interiors of the vehicles shall be washed thoroughly at least once per week, including windows, seats, floor stanchions and grab rails. All foreign matter such as gum, grease, and dirt shall be removed from interior surfaces during the interior cleaning process. Graffiti shall be cleaned from buses each evening and the County shall be notified each time graffiti appears. The interior of all vehicles shall be swept and dusted daily and all trash and debris removed. Any damage to seat upholstery shall be repaired as soon as possible.

5.4 MAINTENANCE RECORDS AND INSPECTIONS

Records of all maintenance and inspections shall be kept and copies submitted to the County, to the California Highway Patrol (CHP) and/or other regulating agencies with jurisdiction when requested. County maintains the right to inspect, examine and test, at any reasonable time, any equipment used in the performance of the work in order to insure compliance with this Agreement. Such County inspections shall not relieve the Contractor of the obligation of continually monitoring the condition of such vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. Contractor shall transport all such vehicles at Contractor's expense, to the County's designated inspection facilities when requested by County. In the event that Contractor is instructed by County, the CHP or any other regulatory agency to remove any equipment from service due to mechanical and/or safety reasons, Contractor shall make any and all specified correction and repairs to the equipment and resubmit the equipment for inspection and testing before it is placed in service.

5.5 VEHICLE CONTINGENCY

Bidder shall provide a contingency plan in the event of failed fleet maintenance. If at any time the County fleet is reduced to less than seven (7) available buses the Contractor shall provide replacement buses which are safe and comparable in service type in order to maintain a minimum active fleet of seven (7) buses at all times.

5.6 FACILITIES AND EQUIPMENT TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide an adequate facility and equipment to house all operations and provide maintenance for Calaveras Transit. All public accessible facilities must meet minimum ADA Access requirements.

The facility shall be located within a 15-mile radius of the Calaveras County Government Center in the communities of either San Andreas or Angels Camp.

5.7 TRANSIT TERMINAL/MAINTENANCE FACILITY

The Contractor shall provide functional maintenance facilities which will provide for appropriate use to maintain the fleet. The facility shall have no less than two (2) bays which will adequately store and maintain vehicles of up to 35' in length and have a GVWR of no more than 40,000 lbs.

The Contractor shall also be responsible for all tools and maintenance supplies necessary for the maintenance of the fleet. This includes materials for routine maintenance such as re-refined oil, grease, fluids, tires, batteries, and all spare parts necessary for the Preventive Maintenance Program.

5.8 OFFICE FACILITY

The Contractor shall provide an appropriate office setting to house public relations, dispatch and management operations. The dispatch area shall include all tools necessary for dispatch and incoming calls, such as phone (with multiple line access), radio (for communicating with the drivers), and computers (with internet access). Access to this facility shall remain open and the dispatch shall also assist any member of the public that comes into the facility to purchase fare tickets, or request information. Public restrooms shall be provided for transit customers.

The facility shall include at least one office for the operations manager.

The facility shall include an indoor break room for staff, and a space adequate for regular training and safety meetings.

The Contractor shall furnish all office equipment and supplies necessary for maintaining and managing the operations of Calaveras Transit. This includes all office equipment and supplies including computers, fax machines, copiers, paper, pens, etc.

5.9 STAFF UNIFORMS

Contractor shall provide uniforms for all operations staff including shirt, pants, and headwear. Jackets will be provided to staff after one year of tenure at Calaveras Transit. Contractor shall ensure that dispatch and drivers are in uniform at all times when in service or otherwise on duty. The design, type and logo of the uniforms shall be subject to the County's approval. The County at its sole discretion may make exceptions to the uniform policy. Operations staff shall be required to maintain a neat, clean and professional appearance at all times.

5.10 SECURE VEHICLE PARKING AREA

Provide a secure fleet parking area that is appropriately fenced and locked during non-operating hours.

5.11 VEHICLE WASHING AREA

Provide a washing bay, and all equipment and tools necessary for the cleaning of the fleet.

5.12 VIDEO OVERSIGHT

Contractor shall provide for the installation, maintenance and oversight of a fleet camera system (such as Drivecam or Apollo Video). The system shall be installed on all of the active fleet for the County and shall be included upon the introduction of any new fleet vehicles. The system shall be monitored on a daily basis. The equipment shall monitor the operation of the fleet on a continuous basis and shall observe any incidents upon the bus. Drivers shall have the availability to manually turn on the camera at all times. The intent of the camera is to ensure the safe operation of the fleet, and provide an additional resource for the review of incidents that may occur inside and outside the vehicles while in service. The County shall reserve the rights to all video incidents recorded and incidents shall be made available for review by the County at all times.

EXHIBIT B DRAFT CONTRACT

This Agreement, hereinafter referred to as "Agreement", is hereby made and entered into this 15th day of May 2007, by and between the County of Calaveras, hereinafter referred to as "County", and _____, a California corporation, hereinafter referred to as "Contractor".

SECTION 1 INTRODUCTION

1.1 PURPOSE OF PROGRAM

The Calaveras County Department of Public Works (County) is soliciting proposals with the intent to secure the services of a qualified vendor to provide supervision, technical, personnel and operating services necessary for the daily operation of Calaveras Transit for the County.

Calaveras Transit is currently providing a Deviated-Fixed Route service to the communities of Calaveras County, including service outside of the County to Columbia College, Lodi, and Jackson. Route deviations are on a reservation basis and are limited to a $\frac{3}{4}$ mile radius from the existing run. This service fulfills the Paratransit operation requirement for the County.

Calaveras Transit also operates weekend services to Bear Valley during the winter season, and occasional public event service support (i.e. Calaveras County Fair, Murphys Irish Days, etc.). No private event operations are allowed.

The County will provide a fleet of no less than nine (9) buses ranging from 20' to 35'. It is anticipated that the operational fleet size will be expanded to ten (10) vehicles prior to the award of contract for services. No facilities are provided by the County at this time, it is anticipated that the Contractor will provide facilities as needed for the effective maintenance of the fleet and housing of operations within the community of San Andreas, or Angels Camp, CA.

1.2 TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2007, and shall continue until June 30, 2011, or terminated as provided for in Section VI of this Agreement.

SECTION 2 RECITALS

2.1 OWNERSHIP

County is the owner of Calaveras Transit and desires to enter into an agreement with a contractor to provide professional services for the management and operation of Calaveras Transit.

2.2 ISSUANCE OF RFP

On March 17, 2007, County issued its "Request for Proposals" (hereinafter referred to as "RFP") to provide such services.

2.3 PROPOSAL RECEIPT

Contractor submitted a Proposal, dated April 17, 2007 (hereinafter referred to as "Proposal"), responsive to said RFP, to provide such services in the method and manner and at the costs set forth in the Proposal.

2.4 QUALIFICATION OF CONTRACTOR

Contractor represents hereby that it is in the business of, and fully qualified in the field of public transit, and is fully willing and able to satisfy the requirements of the County by performing this Contract at the costs specified herein, and with the level of service and operating quality specified herein. County has awarded this Contract in reliance on such representations, and on Contractor's particular skills, experience and abilities as represented by Contractor in their Proposal.

2.5 AGREEMENTS

The Contractor agrees to manage, operate and maintain Calaveras County's Public Transportation System, Calaveras Transit, to the County's satisfaction, as set forth in the covenants and conditions below and the attached Scope of Work. The County agrees to compensate Contractor as specified herein below and in accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part hereof by specific reference.

2.6 ORGANIZATION

Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

Contractor shall operate the system in compliance with the County operating policies and local ordinances applicable to this service, providing management, technical and operating personnel and services necessary for the operation of the County's transit system.

Contractor shall be responsible for all support activities related to all planning of Calaveras Transit routes, schedules, days and hours of operations, bus stop locations, location of street furnishings and other such activities relative to overall system administration.

All services rendered shall be subject to the control of the County and coordinated by the Project Manager. During periods when the Project Manager or his delegate is unavailable, the Director of Public Works or his delegate shall assume coordination and decision making responsibilities.

In addition, an officer or owner of Contractor shall be available either by phone or in person to make decisions or provide coordination as necessary.

The County maintains the right to inspect, examine or test, at any reasonable time, any of the facilities, records (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor Contractor's work in order to assure compliance with these specifications during regular business hours.

2.7 LIAISON

Contractor's manager or appointed delegate shall be available for liaison activities as follows:

- a. Meet and confer with the Project Manager or his assistant on a frequent basis, not less than weekly.
- b. Represent the Contractor at Board of Supervisors, or other County meetings as required and upon request of the Project Manager (anticipated to be not more than 6 per year).
- c. Attend meetings with community organizations, user groups or agencies as required and upon request of the Project Manager (anticipated to be 10 per year).
- d. Contractor shall also provide, at no additional charge to County, consulting services to County in such matters as transit planning, operating policies, service improvements and coordination with other transit providers.

2.8 CONFIDENTIALITY OF CLIENT INFORMATION

Any and all information regarding any individual served by the County is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or the County.

SECTION 3 CONTRACTOR'S RESPONSIBILITIES

3.1 TIME OF PERFORMANCE

The Contractor shall commence providing transportation services on the date as provided in Section 1.2 Term of Agreement.

3.2 SCOPE OF WORK

Contractor shall provide services as described and required herein below and in accordance with the Scope of Work as specified in Exhibit A, the Contractor's Proposal and all such other documents referred to herein and made a part hereof by specific reference.

County staff, in conjunction with **Contractor Name**, will conduct a comprehensive analysis of the current service and alternate delivery options to identify system options and/or reasonable cost savings measures. The analysis will be completed within the first 3 months of operation under **Contractor Name**, with any agreed changes implemented within 6 months of the start of the new contract.

The County and Contractor agree that the comprehensive analysis of the current services and alternate delivery options may completely change the scope of work. In the event that changes in the scope of work result in changes in the costs of operating the transit service, the County and Contractor will attempt to negotiate mutually acceptable changes to the amount or manner of compensation.

Should such negotiations be unsuccessful (notwithstanding any other terms or conditions to the contrary), then County may terminate this contract and take any action it deems necessary to operate the services in accord with the changed scope of work.

3.3 CONTROL

Contractor shall provide top management involvement when making suggestions on how to improve the system. The system operated pursuant to this Agreement shall not be changed without express written approval by the County.

County shall not interfere with the management of Contractor's normal internal business affairs. County may advise Contractor of any employee's inadequate performance which has a negative effect on the service being provided, and Contractor shall take prompt action to remedy the situation. County may, by providing written notice, request the removal of any employee of Contractor from the services provided by under this Agreement and Contractor shall immediately comply.

3.4 QUALIFICATION FOR FUTURE CONTRACTS

As a result of having entered into this Agreement, Contractor shall not be inhibited, penalized or disqualified from proposing subsequent transportation management and operation programs under the jurisdiction of County.

3.5 PROPRIETARY RIGHTS

All inventions, improvements, discoveries, proprietary rights, patents and copyrights made by Contractor under this Agreement shall be made available to County with no royalties, charges or other costs, but shall be owned by the Contractor. All manuals prepared by Contractor under this Agreement shall be made available to County, at no charge, but shall be owned by Contractor and shall not be copied, disclosed or released by County or County's representative or participating organization without prior consent of Contractor, except as may be required in order to comply with the California Public Records Act, or subpoena issued in any proceeding. Reports are excluded from this provision, and shall be owned by County. Contractor, however, shall have the right to print and issue copies of these reports. Contractor may make presentations and releases relating to the project. County shall approve all papers and other formal publications before they are released.

3.6 AUDIT

Contractor shall permit the authorized representatives of County, the Department of Transportation and the Controller General of the United States to inspect and audit all data and records of the Contractor relating to performance under this Agreement. Contractor shall, upon written request from the County, permit inspection of its offices and contract related records.

3.7 PERMITS TO OPERATE

At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates or entitlement to operate as are now or hereafter required by any Federal, State and local laws and ordinances to enable Contractor to perform this Agreement, and shall provide copies of all such entitlement to County when received by Contractor. The Contractor shall insure that the drivers of Calaveras Transit vehicles have all required permits and licenses. In the event the County adopts new licensing or permit requirements during the term of this Agreement,

or increases cost of current licenses or permits; County shall reimburse Contractor for such cost increases.

3.8 FEDERAL, STATE AND LOCAL LAWS

Contractor warrants and covenants that he/she shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

3.9 INCORPORATION OF FEDERAL TRANSPORTATION ADMINISTRATION (FTA) TERMS

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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause Calaveras County to be in violation of the FTA terms and conditions.

3.10 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between the County 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.

3.11 PRIVACY ACT

Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

3.12 DRUG AND ALCOHOL TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR 655, produce any documentation necessary to establish its compliance with 49 CFR 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California,

or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process. The Contractor agrees further to certify annually its compliance with 49 CFR 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the County. 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.

3.13 NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State and local laws, rules and regulations with regard to discrimination in employment because of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the State and Federal government now in existence or hereafter enacted. Further, Contractor shall also comply with the provisions of Section 1735 of the California Labor Code.

Contractor shall notify County of any discrimination complaints.

Contractor shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct Contractor's discrimination in employment and/or ridership and shall fully save harmless and indemnify County in this regard.

Contractor shall prepare and submit upon request of County an Affirmative Action Plan and shall update said plan as required by County or other governmental entity.

3.14 ENERGY CONSERVATION REQUIREMENTS

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.

3.15 CLEAN WATER REQUIREMENTS

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 to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3.16 CLEAN AIR

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

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3.17 RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.18 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The County 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 County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with 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.

3.19 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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.

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.

3.20 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

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.

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.

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

The certification in this clause is a material representation of fact relied upon by Calaveras County. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to Calaveras County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.21 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

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

5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

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

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

3.22 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contractors are advised that, as required by federal law, the California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of

Transportation assisted contracts. 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 recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

3.23 TRANSFER OF TITLE TO EQUIPMENT

Equipment and supplies purchased by Contractor as a direct charge item (i.e., items bought for County by Contractor and paid for by County by invoice separate from normal hourly compensation) in connection with the performance of this Agreement shall become the property of County upon payment of invoice for that equipment and supplies submitted.

3.24 INDEMNIFICATION AND HOLD HARMLESS

Contractor shall hold the County, its agents, officers, employees and volunteers, harmless from, and save, defend and indemnify the same against, any and all claims, losses, liability and damages from every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or omission of contract performance by Contractor, its agents, officers, employees or volunteers except to the extent that such claim, loss, liability or damage is caused by the negligence of the County. If such defense becomes necessary contractor shall have the right to select counsel, and shall seek County's approval, and the County shall not unreasonably withhold approval. This paragraph shall survive any expiration or termination of this Agreement.

The County shall hold Contractor, its agents, officers, employees and volunteers harmless from, and save, defend and indemnify the same against any and all claims, losses, liability and damages from every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorneys fees, arising directly or indirectly out of any negligence by County, its agents, officers, employees or volunteers, except to the extent that such claim, loss, liability or damage is caused by the negligence of Contractor.

3.25 INSURANCE

The Contractor, at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by certified mail, return receipt requested, and to the County Third Party Claims Administrator, for all of the following stated insurance policies:

3.25.1 Worker's Compensation

Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

3.25.2 General Liability

The Contractor shall provide commercial general liability insurance with a limit of not less than ten million dollars (\$10,000,000) combined single limit bodily injury and property damage per occurrence. Said policy or policies shall include, but not be limited to, coverage for: commercial general liability including premises and operations, personal injury, blanket contractual, and independent contractors.

3.25.3 Automobile Liability

The Contractor shall provide commercial automobile liability including owned, hired or leased and non-owned automobiles with limit of not less than ten million dollars (\$10,000,000) combined single limit for bodily injury and property damage per occurrence.

A combination of primary and umbrella excess policies may be utilized to provide the \$5,000,000 limit. In no case shall the umbrella excess policy coverage be more limited in scope than the primary policy(ies), the primary automobile policy shall be extended to provide uninsured and underinsured motorists coverage and medical payments to the minimum amounts required by California law.

3.25.4 Automobile Physical Damage

The Contractor shall provide comprehensive and collision coverage for fair market value cost with a maximum deductible of ten thousand dollars (\$10,000) per occurrence for all vehicles set forth in Exhibit A.

3.25.5 Employee Dishonesty Insurance

The Contractor shall provide a policy of employee dishonesty insurance covering Contractor's officers, agents and employees, and protecting the County from theft in the amount of ten thousand dollars (\$10,000) with respect to any one occurrence. Contractor may provide this coverage through self-insurance.

3.25.6 Policy Endorsements

Each general liability, professional liability, automobile liability, physical damage and employee dishonesty insurance policy shall be endorsed with the following specific provisions:

- a. The County and its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("The County of Calaveras Additional Named Insureds").
- b. This policy shall be considered, and include a provision it is, primary as respects the County Additional Named Insureds, and shall not include any special limitations to coverage provided to the County as Additional Named Insureds. Any insurance maintained by the County, including any self-insured retention shall be considered excess insurance only and shall not contribute with it.

- c. This insurance shall act for each insured and Additional Named Insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- d. The insurer waives all rights of subrogation against the County Additional Named Insureds except to the extent that a claim is caused by the negligence of County Additional Names Insureds.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County Additional Named Insureds.
- f. The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days written notice has been given to the Director of Human Resources and Risk Management by registered mail, return receipt requested, at the County Administrative Office, 891 Mountain Ranch Road, San Andreas, CA 95249.

3.25.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's options, the Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions. Contractor has declared self-insurance retention of \$100,000 per accident on its automobile liability coverage which is acceptable to County.

3.25.8 Evidence of Insurance

The Contractor shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Risk Manager. Required evidence of insurance shall be filed with the Risk Manager on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Risk Manager at all times during the term of this Agreement. A copy of the policy and endorsements shall be provided to the Third Party Administrator.

3.25.9 Unsatisfactory Policies

If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.

3.25.10 Failure to Comply

Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

3.26 NOTIFICATION OF ACTIONS

Contractor hereby covenants and agrees to notify County of any and all actions filed against Contractor, for any agent, servant or employee of Contractor, for any cause whatsoever

arising out of the operations to be conducted by Contractor pursuant to this Agreement; said notification should occur within 24 hours time after notification to Contractor, but in no event exceeding 72 hours. Contractor shall notify the County's Third Party Administrator in same manner.

3.27 INSURANCE CLAIMS

Contractor shall pursue insurance claims at its own expense for County-provided vehicles or equipment damaged or destroyed while in Contractor's possession. In its own behalf, Contractor may pursue any insurance claims which may exist by virtue of the damage or destruction for the Fair Market Value.

3.28 NO CONFLICTING USES

Contractor shall not operate, lease or charter the County-provided or owned vehicles or equipment, or the maintenance or storage facilities, used for implementing this Agreement for any purpose other than performance under the Agreement unless specifically authorized by the County.

3.29 CONFLICT OF TRANSPORTATION INTERESTS

Contractor shall not divert any revenues, passengers or other business from County's Transit System to any taxi or other transportation operation of Contractor.

3.30 CHARTER BUS REQUIREMENTS

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

3.31 SCHOOL BUS REQUIREMENTS

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

3.32 TRANSFER OF CONTRACT

Whereas this Agreement is made in reliance by County upon the qualifications and responsibility of Contractor, the performance by Contractor of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written approval of the County.

3.33 TRANSITION

For the period of time from the execution of this Agreement through June 30, 2007, Contractor shall undertake such activities required to transition the services from the current contractor. During this incoming transition period, County shall do the following: a) Allow employees of Contractor to ride the Transit System buses at no cost for the purpose of evaluating the employees of the current contractor; b) Allow Contractor to inspect County buses for mechanical, body and interior and other damage; c) Allow Contractor to inspect and copy vehicle maintenance and inspection records; d) Allow Contractor access to all other records of the Transit System, including data related to passengers of the Transit system and historical performance data; e) Coordinate transfer of the system telephone number from the outgoing contractor to Contractor on July 1, 2007; f) Allow Contractor's employees to operate the County vehicles for the purpose of providing training and for mechanical inspections, provided that Contractor shall provide the vehicle insurance and fuel for the vehicles during such use and such use shall not occur during the normal revenue service hours and g) provide any other assistance and coordination with outgoing contractor.

For up to fifteen calendar days prior to and following the termination or expiration of this Agreement, Contractor shall provide to either the County or any future contractor selected by the County, Contractor's full cooperation in the transition to the successor operator. This shall include, as a minimum, consultation regarding labor and management issues, providing access to non-confidential information and providing access to County-provided or owned vehicles and equipment as may be necessary to the successor contractor's start-up preparations. Contractor may specify reasonable time and place conditions of providing access to County-provided or owned vehicles to a future contractor. Notwithstanding any other provisions of this section, Contractor shall not be required to allow starting, operation or inspection involving disassembly of County-provided or owned vehicles or equipment by other than Contractor's employees unless and until the future contractor, Contractor and County agree on acceptable vehicle liability insurance and indemnity provisions to protect Contractor from losses and damage caused by future operator while engaging in these activities with County vehicles during the term of this Agreement or any extension thereof. Contractor shall provide its best professional effort to assure a smooth transition from Contractor's service to the successor operator's services, and shall cooperate fully with the County and with the successor contractor to this end.

3.34 ADDITIONAL DUTIES

All other activities not listed in the Scope of Work that the Contractor believes are essential to the day-to-day operation of the system will be the responsibility of the Contractor.

SECTION 4 COUNTY RESPONSIBILITIES

4.1 ADMINISTRATION OF CONTRACT

County and Contractor acknowledge and agree that the County has designated the County Director of Public Works as its Project Manager for the purposes specified.

4.2 BASIS OF COMPENSATION

County agrees to compensate Contractor a fixed monthly rate plus a fixed hourly rate per vehicle service hour for the total number vehicle service hours provided, which shall be full compensation as set forth in this Agreement. The fixed monthly rate and fixed price per Vehicle Service Hour to be paid by the County to the Contractor, as defined in Section 4.2 of this document, shall be as follows:

	Year 1	Year 2	Year 3	Year 4
Per Month Fixed				
Per Vehicle Service Hour				

This rate may be adjusted by Letter of Agreement between Contractor and County to adjust for number of vehicles insured or significant changes in operating service hours.

4.2.1 Vehicle Service Hours are defined as follows:

Deviated Fixed Route

Deviated Fixed Route service time begins when the vehicle is in route service and ends when out of route service as shown on the Deviated Fixed Route schedules provided in the Calaveras Transit Rider’s Guide. This time does not include vehicle check-in/check-out time, time required to travel to and from the vehicle storage facility, time needed for fueling the vehicles, time when vehicle is inoperable on the road or schedule gaps of more than 20 minutes. Price paid per vehicle service hour (VSH) shall include full compensation for furnishing all administration, management, facilities, services and items, including labor, materials, tools, equipment and incidentals as required by this Agreement.

Specialized Services

Specialized services will be provided by Contractor, upon request by County's authorized employees, as follows:

When specialized services fall entirely within normal service hours and County directs that normal operating personnel should be used to provide the service, such service will be provided at the current vehicle service hour rate. Such services are considered a part of this Agreement.

Specialized services provided outside operating hours shall be considered extra services. The costs will be determined on an individual trip basis, billed separately from this Agreement’s vehicle service hours, and shall be in excess of the maximum price defined under "Maximum Obligation."

Contractor shall invoice and collect payment(s) for all specialized services performed. After payment(s) have been received and deposited into County’s specialized revenue account, Contractor may invoice County for total vehicle service hours used to perform particular service at the hourly rate pursuant to either a or b above. Contractor shall have the right to require pre-payment of services from the customer.

County and Contractor agree that additional maintenance service agreements may be entered into between the parties involving other County entities with prior written approval of the County.

4.2.2 Compensation Schedule

County agrees to make payments to Contractor as follows:

On the first business day of each month of this Agreement, County will make progress payments to Contractor for services provided during the immediately preceding semi-monthly period. The amount of each progress payment shall be determined by multiplying the "Total Budget for the Year" contained in Exhibit G of Contractor's Proposal by 0.0375. Each progress payment shall be made by electronic fund transfer to Contractor's bank or shall be mailed by County in sufficient time for check to be received by Contractor on the first business day of each month.

Within 10 days following the completion of each month service hereunder, Contractor shall present County with an invoice for the services provided in the previous month at the rates contained in this Section 4.2. Contractor shall then reduce the invoice by the amount of progress payments received from County for that month and for any other credits due County pursuant to the terms of this Agreement. County shall pay Contractor's monthly invoice within 30 days of receipt by County.

In the event County disputes an item on Contractor's invoice, it shall notify Contractor in writing of the amount of said dispute and may deduct the disputed amount from Contractor's payment but shall not withhold any undisputed amounts. County and Contractor shall meet to negotiate any dispute. In the event County and Contractor are not able to resolve the dispute through negotiation, the parties shall resolve the dispute as described in Section 5.3 herein.

4.3 MAXIMUM OBLIGATION

County agrees to pay Contractor in consideration for its services as described herein:

The first budget year shall begin on July 1, 2007 and end June 30, 2008. The maximum amount payable for this budget year, notwithstanding any other provisions within this Contract, shall be \$ _____ for 14,400 Vehicle Service Hours, unless adjusted based on the maximum Vehicle Service Hours.

The second year shall begin July 1, 2008 and end June 30, 2009. The maximum amount payable for this budget year, notwithstanding any other provision within this Contract, shall be \$ ____ for 14,400 Vehicle Service Hours, unless adjusted based on the maximum Vehicle Service Hours.

The third year shall begin July 1, 2009 and end June 30, 2010. The maximum amount payable for this budget year, notwithstanding any other provision within this Contract, shall be \$ _____ for 14,400 Vehicle Service Hours, unless adjusted based on the maximum Vehicle Service Hours.

The fourth year shall begin July 1, 2010 and end June 30, 2011. The maximum amount payable for this budget year, notwithstanding any other provision within this Contract, shall be \$ ____ for 14,400 Vehicle Service Hours, unless adjusted based on the maximum Vehicle Service Hours.

4.4 PROHIBITED INTEREST

No member, officer or employee of County during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.5 NOTICE OF DEFICIENCIES

Either party may issue a Notice of Deficiencies to the other party, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. Such notice shall specify the provision(s) of the Contract Documents which address the issue. The party not in compliance shall correct the deficiency within reasonable time limits. If the deficient party fails to correct deficiencies in a reasonable time as reasonably determined by the other party, then, if the Contractor is deficient, the County may deduct from the hourly rate of compensation amounts consistent with the cost of providing such service as provided for in Section 5 of this Agreement. If the County is deficient in a manner that constitutes a material breach, Contractor may terminate this Contract upon written notice to County.

4.6 COUNTY'S REMEDIES ON BREACH

It is understood and agreed that in the event of failure by Contractor to perform services required by this Agreement, in addition to other remedies and damages provided by this contract, the County may provide such services, and deduct the cost of doing so from the amounts due or to become due to the Contractor. The costs to be deducted shall be the actual costs to the County to provide such services, or the contract proposal price per vehicle service hour as shown in the Contractor's Proposal, whichever is greater. The County may also, at its discretion, exercise the provisions for liquidated damages and incentives as specified in Section 5.2, "Liquidated Damages and Incentives."

4.7 SHORTAGES AND DELAYS

In the event that County fails to provide or delays providing items, as herein provided, in number or size required, the Contractor shall not be responsible for any delays or resulting decline in the quality of service.

4.8 INVOICING

County shall compensate Contractor with one lump sum payment per month and one flexible payment for hourly service for the month in arrears. The lump sum payment shall be made electronically. The flexible payment shall be invoiced to the County no later than 5 business days after the completion of the month of service.

4.9 SCHEDULE

The County is responsible for providing the service schedule and service description to the Contractor. The County will provide a schedule that shall provide for no more than 14,400 vehicle service hours annually (1,200 monthly).

4.10 EQUIPMENT TO BE PROVIDED BY COUNTY

4.10.1 Vehicles

County has agreed to provide Contractor with the list of vehicles contained in Exhibit C. County and Contractor agree that vehicles will be delivered to Contractor in good condition and with each vehicle meeting or exceeding the following specifications, or as otherwise noted through a side letter to this Agreement, following a pre-startup inspection of the vehicles, and that Contractor shall return vehicles to County at the end of this Agreement in the same condition, normal wear and tear excepted. It is the responsibility of the Contractor to duly note to the County any exceptions to the following specifications prior to startup of service:

- a. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
- b. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
- c. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from side wall damage, shall have an average of 50% of tread life remaining and shall be free from damage due to improper alignment or balancing.
- d. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph "c" above if the vehicle was so equipped when purchased by County.
- e. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
- f. All vehicle lights shall be in working order.
- g. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
- h. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
- i. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current State emission certification, if so required.
- j. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing.
- k. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage.
- l. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturer's specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.

- m. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
- n. All brake linings, drums and rotors shall meet manufacturer's specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- o. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
- p. All vehicle fareboxes, if vehicles are so equipped, shall be in proper working order. There shall be one (1) farebox vault for each farebox. There shall be keys for all vaults and fareboxes.
- q. The wheelchair lift shall meet all current State requirements and be in proper working condition. All wheelchair tie-downs and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet State requirements.
- r. Vehicles shall be equipped with a fire extinguisher with a current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
- s. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device. Interior panel, stanchions, grab-rails shall be properly secure and free of rattles.
- t. Vehicles shall have a current preventive maintenance inspection, including oil and filter change, transmission service, etc., in accordance with the requirements of Contractor in this Agreement and State requirements.
- u. Vehicles will have all current required State inspection and registration certificates, if required.
- v. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturer's requirements.
- w. All vehicle repair and inspection records shall be delivered with the vehicles.
- x. All glass shall be free from chips, scratches, graffiti and cracks.
- y. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the State and Federal government and all requirements contained in this Agreement.
- z. Contractor shall be given copies of all vehicle and component warranties and Contractor shall have the sole right to claim moneys owed under the terms of the warranties, if any.

In order to ensure compliance with this Section, the following procedures will be used by County and Contractor:

- a. At a place and time mutually agreed to by County and Contractor, which shall occur approximately 15 days prior to the start of service by Contractor under this Agreement, Contractor shall inspect, under the observation of the County, the vehicles to be provided by County to Contractor. During such inspection, defects to vehicles shall be jointly noted by the Contractor and County.
- b. After the initial inspection, County shall ensure that all defects noted are repaired, or otherwise dealt with, prior to Contractor starting service under the terms of this Agreement. No documented deferred repairs shall become the responsibility of the Contractor.
- c. Upon delivery of the vehicles to Contractor, County and Contractor will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection and new defects found in the final inspection were repaired and that all vehicles are in compliance with this Section.
- d. In the event the final inspection reveals defects in the vehicles as specified in this Section, then County will have these items repaired or authorize Contractor to repair the items at the rate of \$30.00 per hour labor plus Contractor's cost plus a 10% fee for all materials, subcontracting costs and supplies required to repair defects.

4.10.2 Radio Equipment.

County shall provide and install, at County's expense, a base radio and mobile radios installed in vehicles and a hand held radio. County provided radio equipment shall be maintained by the Contractor as part of maintenance of equipment stipulation. Contractor acknowledges that use of radio frequency is contingent upon the proper conduct being exercised by Contractor's employees in transmitting and receiving. Contractor is responsible for proper radio procedures and will be fully responsible for any action and/or fines imposed by the FCC for improper use of the system.

4.10.3 Fuel

County will provide fuel for service vehicles. It is anticipated that this will occur through a third-party contract that shall provide facilities in multiple locations within the County for fueling. County shall provide one fuel card per service vehicle and one additional spare card for emergency purposes. Contractor will be responsible for maintaining the condition of the fuel cards. In the event that a fuel card is inoperable, Contractor will contact County to replace the card. The County will manage the fuel account. Contractor is responsible for the appropriate use of the cards. Contractor is wholly responsible for the repairs and damages associated with operating a vehicle with the wrong fuel. Contractor shall maintain a fuel, oil, and mileage log for each vehicle, which log will be made available to the County at all reasonable times upon request, and the information so accumulated will be furnished to the County in a vehicle-by-vehicle summary issued monthly.

SECTION 5 REMEDIES

5.1 NOTICE OF DEFICIENCIES

Either party may issue a Notice of Deficiencies to the other party, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. Such notice shall specify the provision(s) of the Contract documents which address the issue. The party not in compliance shall correct the deficiency within reasonable time limits. If the noncompliant party fails to correct deficiencies within a reasonable time as reasonably determined by the other party, then, if the Contractor is deficient, the County may deduct from the hourly rate of compensation amounts consistent with the cost of providing such service as provided for in Sections 5.07 and VI of this Agreement. If the County is deficient in a manner that constitutes a material breach, Contractor may terminate this Contract upon written notice to County.

5.2 LIQUIDATED DAMAGES AND INCENTIVES

The following program of liquidated damages and incentives includes measures considered most important to the County in maintaining high quality of service.

From the nature of the services to be rendered, it is extremely difficult to fix actual damages which may result from failure on the part of the Contractor to perform any of its obligations as outlined in this Scope of Work. Liquidated damages proposed as part of the Program reflect that the Program will only be implemented in the event of seriously substandard performance by the Contractor. The Program will not be invoked unless Contractor fails to meet expectations outlined in the Scope of Work. The amounts assigned to liquidated damages are set at levels considered necessary to protect the interests of the County should the Contractor perform below expectations. Liquidated damages set forth herein are for incentive purposes only and have no bearing on other general or compensatory damages that also may be submitted to arbitration.

Under no circumstances shall vehicle maintenance damages be assessed to staffing. The County reserves the right to assess liquidated damages for vehicle maintenance as a result of a failure to meet staffing requirements set forth herein.

5.2.1 Destination Signs

Standard: Fixed route vehicles are to display appropriate destination headings one hundred percent (100%) of the time while the buses are in operation.

Liquidated Damages: Liquidated damages of one hundred (\$100) dollars may be assessed for each incident where the destination sign is incorrectly displayed.

Monitoring: The County will use random field observations as well as valid customer input to monitor incorrect destination signs.

5.2.2 Staffing

Standard: The Contractor is required to maintain the minimum staffing levels as set forth within Section 4 of the Scope of Work on a regular basis to ensure adequate staffing needs.

Liquidated Damages: Liquidated damages of one hundred (\$100) dollars may be assessed for each month where minimum staffing levels have not been met.

Monitoring: The County will verify staffing levels during review of the monthly reports and through discussions with the Operations Manager.

5.2.3 Vehicles and Maintenance

The standard for vehicles described below take the following into consideration: overall mileage and age of fleet. As the fleet ages and composition changes, standards may be revised accordingly.

5.2.3.1 Miles between Road Calls (using FTA definition)

Standard: Fifteen to thirty thousand (15,000-30,000) in-service miles between road calls per month which cause delays in excess of 5 minutes.

Liquidated Damages/Incentive: Liquidated damages of one hundred (\$100) dollars for any month in which average miles between road calls falls below 15,000 miles may be assessed. A bonus of one hundred (\$100) dollars may be granted if average miles between road calls exceeds 35,000 miles per month. Repeated failure of Contractor to provide a sufficient number of safe, operable, road-worthy buses to operate full service on all routes may result in termination of the Contract.

Monitoring: Monthly report, dispatch logs and/or monthly evaluation of bus maintenance records.

Note: This standard is subject to review as newer, more reliable vehicles go into revenue service.

5.2.3.2 Wheelchair Lift In-Service Failure and Passenger Accommodation

Standard: Wheelchair lifts shall be cycled once each day prior to in-service use. Lift failures shall be reported to dispatch and included in monthly report. Lift failures shall not delay a passenger's trip more than one hour. The Contractor shall examine service frequency to determine the most efficient and timely alternative transportation available. Manual operation of lift is considered a failure.

Liquidated Damages: One Hundred (\$100) dollars in liquidated damages may be assessed if a lift failure occurs more than once on any one bus within a 30 day time period. One hundred (\$100) dollars in liquidated damages may be assessed per incident for total failure. Failure to provide a wheelchair passenger with an alternative means of transportation within one hour of failure may result in five hundred (\$500) dollars in liquidated damages per incident.

Monitoring: The Contractor's monthly management reports shall list all in-service wheelchair lift failures that occur each month. All such failures shall be listed including date, time, route, vehicle and location. Detail shall be given on the alternative transportation provided and the length of time involved in such transportation.

5.2.3.3 Safety Inspection Reports

Standard: Must achieve a satisfactory rating in all categories of the annual California Highway Patrol safety compliance report or any spot check.

Liquidated Damages: Liquidated damages may be assessed at the rate of five hundred (\$500) dollars per occurrence, per vehicle, if a satisfactory rating is not received.

Monitoring: Compliance reports provided by the California Highway Patrol.

5.2.3.4 Preventive Maintenance Inspections (PMI) - Fixed Route

Standard: Ninety-five percent (95%) of preventive maintenance inspections of fixed route fleet, measured quarterly, shall be completed within 500 miles of scheduled mileage. Fixed route vehicles are to be inspected at 4,000 mile intervals, or the manufacturers suggested mileage, whichever is less.

Liquidated Damages: Liquidated damages of two hundred and fifty (\$250) dollars may be assessed for each quarter in which the 95% standard is not met. Failure by the Contractor to provide a preventive maintenance and repair program which in all respects conforms to the requirements of the Agreement, the California Highway Patrol and other applicable regulatory agencies may result in termination of the Contract.

Monitoring: PMI record of all buses will be reviewed by Contractor and County staff on an ongoing basis. California Highway Patrol inspection reports will be reviewed.

5.2.4 On-Time Performance

5.2.4.1 On-Time Departures

Standard: It is the goal of County that buses shall depart no more than five (5) minutes late from any scheduled stop or dial-a-ride pick up window time and shall not leave any point prior to the scheduled departure time. The Contractor shall strive to see that a minimum of 95% of all departures from published or scheduled time points meet this criteria. Periods to be exempted from monitoring, such as during severe winter storms, will be negotiated between the County and the Contractor on an as needed basis.

Liquidated Damages/Incentives: If the average percentage of on-time departures falls at or below 90%, liquidated damages of one hundred (\$100) dollars per month may be assessed. If the average falls below 85%, liquidated damages of five hundred (\$500) may be assessed. If on-time performance is above 99% or above for the combined service, a bonus of one hundred (\$100) dollars may be granted.

Monitoring: The County will use Contractor's monthly management reports, random field observations, radio checks and road supervision to monitor departures of scheduled trips.

5.2.4.2 Operating Ahead of Schedule (HOT) - Fixed Route

Standard: No bus shall leave any time point prior to its scheduled departure time.

Liquidated Damages: Liquidated damages of one hundred (\$100) dollars per incident, to a maximum of three hundred (\$300) dollars per month, may be assessed when a vehicle is observed in revenue service leaving a scheduled time point prior to its scheduled departure time.

Monitoring: The County will use random field observations as well as valid customer input to monitor HOT trips.

5.2.4.3 Missed Trips

Standard: The Contractor shall, at a minimum, complete 100% of all scheduled trips on a monthly basis. In the event of an in-service breakdown, driver's absence or other related problem, the Contractor shall provide adequate means to dispatch vehicles in such a fashion as not to miss subsequently scheduled trips. Any fixed route trip operating 20 minutes or more behind the scheduled time shall be considered a "missed trip." Any dial-a-ride vehicle which is more than 30 minutes late for a pickup period shall be considered a "missed trip." Periods to be exempted from monitoring will be negotiated between the County and Contractor.

Liquidated Damages/Incentive: One hundred (\$100) dollars in liquidated damages plus non-payment for operation of the run, to a maximum of five hundred (\$500) dollars, may be assessed for each missed trip. A bonus of one hundred (\$100) dollars may be given for any month where there are no missed trips.

Monitoring: Contractor's monthly management reports, dispatch records and the County's random field observations will be used to monitor missed trips.

5.2.4.4 Failure to pick up a rider

Standard: Contractor shall not fail to pick up any passenger once a pickup time has been scheduled for them (unless it is the fault of the rider).

Liquidated Damages: Liquidated damages of two hundred (\$200) dollars per occurrence may be levied for a passenger whom Contractor fails to pick up. All missed passengers are subject to discussion between the County and Contractor.

Monitoring: Dispatch records, random field observations and valid customer complaints.

5.2.5 Reporting Requirements

5.2.5.1 Monthly Management Reports

Standard: All monthly reports and operating statistics from the Contractor shall be checked for accuracy before they are presented to the County.

Liquidated Damages: If reported operating statistics are found to be incorrect by the County, liquidated damages of fifty (\$50) dollars may be assessed for each error, up to a maximum of two hundred and fifty (\$250) dollars per quarter. If reported financial information is found to be incorrect by the County, liquidated damages of one hundred (\$100) dollars may be assessed for each error, up to a maximum of five hundred (\$500) dollars per quarter.

Monitoring: County staff will perform checks of monthly reports. Statistics on missed trips, "hot" routes, late trips and other route related problems will be checked by random field observations.

Note: In the event of omissions from, or falsification of operating statistics used to monitor standards used in the liquidated damages/incentives program, Contract is subject to immediate termination.

5.2.5.2 Accident and Incident Reporting

Standard: In addition to the above mentioned reports, the Contractor shall develop, implement and maintain formal procedures to respond to emergencies and routine problems which from time to time occur in the course of providing transit service. The County will be immediately notified any time an emergency situation occurs. Such occurrences to be addressed include, but are not limited to: passenger disturbances; passenger injuries and vehicle accidents. The Contractor shall interview the driver involved to ensure the clarity, accuracy and comprehensiveness of the report. The Third Party Administrator will be notified immediately anytime an emergency arises.

Liquidated Damages: Liquidated damages of one hundred (\$100) dollars may be assessed per occurrence of failure to notify the County of injury accidents within 24 hours or property damage and disturbances within 48 hours of occurrence.

Monitoring: County staff will perform checks of monthly reports and checked by random vehicle inspection.

5.2.6 Accidents

5.2.6.1 Preventable Accidents - System wide

Standard: The total vehicle miles between preventable accidents shall be greater than 50,000 miles. This standard shall be measured quarterly.

Liquidated Damages/Incentive: If total vehicle miles between preventable accidents fall below 50,000 in one quarter, or 100,000 miles in 2 consecutive quarters, liquidated damages of five hundred (\$500) dollars per quarter may be assessed. If Contractor averages more than 150,000 miles between preventable accidents, in two or more consecutive quarters, a bonus of two hundred and fifty (\$250) dollars may be given per quarter.

Monitoring: Contractor's monthly management reports, accident reports and information from the Department of Motor Vehicles.

5.3 DISPUTES

Any controversy or claim arising out of, or relating to, the provisions of this Agreement, or the breach thereof, may, upon agreement of the parties, be settled by arbitration at the election of either party in accordance with the rules of the American Arbitration Association at Sonoma, California and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear half the cost of the arbitrator's compensation and/or fee.

The Federal Procurement Regulations shall be used where applicable to define, resolve and settle procurement issues.

In the event of a dispute, only if a party prevails on all issues submitted at the arbitration is the respective party entitled to reimbursement of reasonable attorney's fees.

5.4 NON-EXCLUSIVITY OF CONTRACT

It shall in no way be construed that this Agreement is, or shall be, the sole or exclusive contract for Public Transit into which the County or Contractor may enter during the term of the Agreement.

5.5 MODIFICATION OF CONTRACT

Any modifications to this Agreement which may become necessary during the term of the Agreement are to be accomplished by formal written amendment executed by both parties. No prior, current or post-award verbal conversations with any officer, agent or employee of County shall affect or modify any terms or obligations of this Agreement. The validity in whole or in part of any provisions of the Agreement shall not affect validity of other provisions. Either party's failure to insist in any one or more instances upon the performance of any term or terms of the Agreement shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term, or terms, and both party's obligations in respect thereto shall continue in full force and effect.

5.6 INDEPENDENT CONTRACTOR

It is understood and acknowledged that this Agreement is not a contract of employment between County and the Contractor or any agents, officers or employees of Contractor. Contractor is, and shall at all times be, deemed to be an independent contractor. Unless expressly authorized in writing, Contractor is not authorized to bind the County to any contracts or other obligations. Contractor is not an agent of County, and shall at no time represent itself to be such agent or employee.

5.7 SEVERABILITY

If in any case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions shall never be contained herein.

5.8 HEADINGS

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

5.9 SUCCESSION

This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.

5.10 BREACH

The County reserves the right to terminate this Agreement in the event of material breach by the Contractor. A "material breach" for this purpose shall include, but not be limited to, the following items:

- a. Repeated failure by Contractor to operate service on time or to complete trips per the published bus schedule requirements of these Contract documents.
- b. Repeated failure by the Contractor to maintain a sufficient number of operable, clean and road-worthy buses to operate full service on all routes then in effect. "Road-worthy" for this purpose means buses which conform to all safety requirements of the California Highway Patrol and other applicable regulatory agencies, and which are fully operable.
- c. Failure by the Contractor to operate a safe service (e.g, a record of preventable accidents per 100,000 miles which is substantially worse than average for a public transit system).
- d. Failure by the Contractor to provide a preventive maintenance and repair program which in all respects conforms to the requirements of this Agreement, the California Highway Patrol and other applicable regulatory agencies.
- e. Invalidation or lessening of warranty coverage on County provided buses or equipment due to Contractor's negligence in complying with warranty requirements.
- f. Failure by the Contractor to provide qualified personnel, training, facilities, tools, supplies or equipment required by this Agreement.
- g. Repeated failure by the Contractor to provide service to the public in a courteous manner.
- h. Failure by the Contractor to make the corrections specified by the County in Notices of Deficiencies, by the time specified.
- i. Failure by the Contractor to submit required reports on time or in a truthful, accurate format.
- j. Failure by the Contractor to expeditiously repair or replace County provided vehicles or equipment damaged or destroyed while in Contractor's possession.
- k. Contractor's use of County provided vehicles or equipment for purposes other than those authorized by the County.
- l. Failure by the Contractor to maintain required insurance.
- m. Failure by the Contractor to remedy an employee's inadequate performance, which remedy may include employment termination or reassignment out of the Calaveras County Transit System.
- n. Any other act or omission by Contractor or its officers, agents or employees which is a violation of the terms of this Contract or any applicable laws or regulations.

Prior to termination for a material breach, the Contractor shall have the right to cure as provided in Section 4.5 herein.

5.11 TERMINATION

This Agreement shall commence on the date of execution and shall continue until:

- a. The sale or transfer of title as owner/operator of Calaveras Transit to another entity;

- b. Voluntary or involuntary transfer or assignment by either party hereto without the consent of the other party of any rights, titles or obligations set forth in this Agreement;
- c. Mutual agreement of the parties hereto to terminate this Agreement;
- d. Any default or breach, as specified in Section 5.10 of this Agreement, by either party hereto which has not been cured as provided for in Section 4.5 of this Agreement.

Determination by the County that continued operation of transit services is not in the best interest of the County.

County may terminate the Agreement upon ninety (90) calendar days written notice to Contractor and shall be liable for costs and a proration of the fee as specified under the heading "Basis of Compensation" accrued to date of termination and for other reasonable termination costs. In the event the Agreement is terminated, all pertinent data prepared for the project shall be made available to County without additional cost.

In the event County is delinquent in paying Contractor by more than fifteen (15) calendar days and has received a statement by certified mail of the delinquency from Contractor, the Contractor may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by County. If County does not correct the delinquency or if the parties do not agree to arbitrate the dispute under the provisions of this Agreement, then Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

SECTION 6 BONDING

6.1 PERFORMANCE BOND

Within fourteen (14) working days of the award of the Contract, the successful Bidder will be required to furnish, at Bidder's expense, the County a Faithful Performance Bond in an amount of one hundred fifty thousand (\$150,000) dollars. The bond shall be approved as to form by the County, executed by the Bidder as principal and by a corporation licensed to issue such bonds in the State of California. The purpose of the bond is to guarantee the Contractor's performance in accordance with the provisions of the Contract.

SECTION 7 WRITTEN NOTIFICATION

7.1 NOTICE

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

7.2 COUNTY CONTACT

If to *County*: Calaveras County, Department of Public Works
 Rob Houghton – Director
 891 Mountain Ranch Road
 San Andreas, CA 95249

7.3 CONTRACTOR CONTACT

If to *Contractor*: Contractor Name
 Contractor Contact
 Contractor Address
 Contractor Address

SECTION 8 LOBBYING

8.1 MANDATORY CLAUSE/LANGUAGE

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [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.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[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

SECTION 9 FORCE MAJEURE

Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of Contractor. Such events may include, but are not restricted to, the following: Acts of God: fire, epidemics, earthquake, flood or other natural disasters or, acts of government: riots, strikes, war or civil disorder; or unavailability of fuel. Contractor shall not be entitled to compensation for any service, the performance of which is excused pursuant to this paragraph. In the event that Contractor is unable to provide the services indicated due to any cause, he/she shall make reasonable attempt to notify the public, including notification to local radio stations, local newspapers and television stations. Whenever Contractor has knowledge that any actual or potential *force majeure* may delay or prevent performance of the Agreement, Contractor, on a timely basis, shall notify County of the fact, and thereafter shall report to County all relevant information then known to Contractor, and shall continue to so report.

SECTION 10 ACCEPTANCE OF AGREEMENT

The undersigned, having read the foregoing, accept and agree to the terms set forth therein.

In witness hereof, the parties have caused their authorized representatives to execute this Agreement on the _____ day of _____, 2007.

EXHIBIT C FLEET INVENTORY

SECTION 1 EXISTING FLEET

The Calaveras County Department of Public Works (County) operates a fleet of nine (9) buses ranging from 20' to 35' in length. Each bus is equipped with ADA lift mechanism and can allow up to two wheelchair passengers at any given time. All buses are currently equipped with bicycle racks, which are operated by the public with assistance from the Contractor. The current fleet specifications are outlined in Table 1.

TABLE 1 - EXISTING FLEET SPECIFICATIONS

Bus	Year	Chassis	Body	Seats	Fuel	Mileage - January, 2007
48	1994	FORD	SUPREME	13 (13 + 1 wc)	GAS	328,561
50	1991	FORD	EL DORADO	20 (16 + 2 wc)	DIESEL	388,500
51	1999	FORD	EL DORADO	20 (16 + 2 wc)	DIESEL	372,388
52	1996	FORD	SUPREME	22 (10 + 5 wc)	GAS	272,871
53	1993	FORD	EL DORADO	20 (16 + 2 wc)	GAS	415,952
54	2003	FORD	A-Z	20 (12 + 3 wc)	DIESEL	218,109
55	2003	FORD	A-Z	20 (12 + 3 wc)	DIESEL	187,587
56	2005	CHEV	EL DORADO	30 (24 + 2 wc)	DIESEL	128,214
57	2005	CHEV	EL DORADO	30 (24 + 2 wc)	DIESEL	142,427

SECTION 2 CRITERIA FOR REPLACEMENT

The County anticipates replacing vehicles that have exceeded their service life. The Federal Transit Administration (FTA) has declared that cutaway Paratransit buses have a service life of 200,000 miles. It is anticipated that the County will submit grant applications for the replacement of the fleet exceeding this threshold on an annual basis. It is expected that the buses will be replaced prior to attaining 350,000 service miles. On average the fleet logs approximately 4,200 miles per month, per bus. Using this growth, the County calculated the following fleet replacement schedule (Table 2).

TABLE 2 - FLEET REPLACEMENT SCHEDULE (BY FISCAL YEAR)

2006/2007	07/08	08/09	09/10
48	52	54	56
50		55	57
53			
51			

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

SECTION 1 CIVIL RIGHTS REQUIREMENTS

Bidder Name

Hereby certifies that:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SECTION 3 NO OBLIGATION BY THE FEDERAL GOVERNMENT

1. The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. 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.

SECTION 4 BIDDERS' CERTIFICATION OF ENERGY CONSERVATION AIR QUALITY AND CLEAN WATER COMPLIANCE

Company/Organization Name:

The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. 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.
4. Report any violation of these requirements by a subrecipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION

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

Company: _____

Official's Name: _____

Title: _____

Date: _____

SECTION 5 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (From FTA Master Agreement (12) dated October 1, 2005) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

SECTION 6 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause FTA Grantee to be in violation of the FTA terms and conditions.

SECTION 7 CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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- "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

The 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. A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, of 20____.

BY: _____
(Signature of Authorized Official)

(Title of Authorized Official)

**SECTION 8 STATE OF CALIFORNIA DRUG-FREE WORKPLACE
CERTIFICATION STD.21 (NEW 11-90)**

COMPANY/ORGANIZATION NAME:

The contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available drug counseling, rehabilitation and employee assistance programs,
 - d. Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - a. Abide by the terms of the company's policy statement, and
 - b. Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (b) from an employee or otherwise receiving actual notice of that conviction. The contractor, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

- a. Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - b. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

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

Date _____

Signature _____

Company Name _____

Title _____

**SECTION 9 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 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 39.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the bidder certifies as follows:(1) The lower tier participant certifies, by submission of this proposal, that neither it nor its principals (as defined at 49 CFR Part 29) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

SECTION 10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. 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. A5307, the Government reserves the right to impose the penalties of 18 U.S.C. A1001 and 49 U.S.C. A5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. 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.

SECTION 11 ACCESS TO RECORDS AND REPORTS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 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.
2. Where any Purchaser 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 Purchaser, 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.
3. 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.
4. 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 Purchaser, 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).

SECTION 12 RECOVERED MATERIALS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

SECTION 13 TERMINATION

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

2. **Termination for Default [Breach or Cause] (General Provision)** 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 (Recipient) 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 (Recipient) 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 (Recipient), 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.

3. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

5. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

7. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
8. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

SECTION 14 FEDERAL PRIVACY ACT REQUIREMENTS

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

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SECTION 15 BREACHES AND DISPUTE RESOLUTION

1. 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 (Recipient)'s [title of employee]. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. 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.

5. 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 (Recipient), (Architect) 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.

EXHIBIT E
CALAVERAS TRANSIT SERVICE SCHEDULE