

**Agreement between the County of Tehama and Paratransit Services for the
Management and Operation of Tehama Rural Area Express (TRAX), PARATRAX,
and
Medical Transportation Service (METS)**

This Agreement is made and entered into on this 26th day of November, 2019 by and between Paratransit Services, hereinafter referred to as, "Contractor" and the County of Tehama, a political subdivision of the State of California, hereinafter referred to as County.

1. Contract Documents

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The Agreement consists of this document (the "main body of the Agreement") and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:

- 1.01 County's Request for Proposals (the "RFP"), dated June 1, 2019, including all Exhibits and Addenda thereto, attached hereto as Exhibit "A."
- 1.02 Contractor's Proposal (the Proposal), dated August 23, 2019, attached hereto as Exhibit "B."
- 1.03 The rate schedule for Contractor's services rendered hereunder, attached hereto as Exhibit "C."

In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence. In the event of a conflict between the provisions of any attached Exhibits, the following order of precedence shall apply: Exhibit "C", Exhibit "A", Exhibit "B".

2. Recitals

- 2.01 County desires to enter into an agreement with a Contractor to provide turn-key professional services for the management and operation of County's regional transit system consisting of Tehama Rural Area (TRAX), ParaTRAX, and METS (Medical Transportation Service). Contractor
- 2.02 On June 1, 2019, County issued its "Request for Proposals" to provide such services.
- 2.03 Contractor submitted a Proposal, dated August 28, 2019, responsive to said RFP, to provide such services in the method and manner and at the costs set forth in the Proposal.
- 2.04 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.

- 2.05 Contractor is committed to partnering with County for the development and expansion of the Regional Transit System in accordance with the following goals:

Safety, Customer Service, Increasing Ridership, Relocation of Transit Facility, Reduction of Operations Costs, Connecting with Shasta and Butte County Transit Systems, Pursue 5311 (f) FTA funding for service route outside Tehama County and Succession Planning.

- 2.06 County's Department of Public Works shall administer this agreement as set forth herein;

NOW THEREFORE, it is mutually understood and agreed as follows:

3. Scope of Work

3.01 Management and Operations of Regional Transit System

Contractor shall provide all services necessary to manage, operate, and maintain County's Regional Transit System, consisting of TRAX, ParaTRAX, and METS, including but not limited to the services set forth herein and in the Exhibits attached hereto. Contractor shall further provide an ADA Certification Program and Mobility Training, and shall provide cleaning of the Red Bluff Bus and Ride facilities and of all benches and shelters within the Transit Service area to the County's satisfaction, as more fully set forth in the Exhibits attached hereto. In addition, Contractor shall provide technical transit planning as requested to achieve the above – mentioned goals at an hourly rate..

During the term of this Agreement, Contractor shall provide sufficient staffing, including executive and administrative personnel specializing in transportation services, as necessary to perform its duties and obligations under the terms hereof. Staffing levels shall, at a minimum, not fall below the position levels defined in the Proposal. These minimum staffing levels shall be maintained at all times with the exception of normal employee vacations and other routine excused absences. Reasonable time caused by normal employee turnover shall be allowed, including in the case of discharge or lack of notice by employee. If any position is vacant for more than ten (10) working days, there shall be a corresponding deduction from the compensation otherwise payable to Contractor, in accordance with Exhibit "C", based on the average salary and benefit rates for that particular position, unless the vacancy is filled by a temporary employee. However, in the event a position remains unfilled after thirty (30) calendar days for any reason, Contractor shall ensure timely replacement and provide reasonable assurances to County of its efforts to fill the position.

3.02 Changes to Agreement

Changes to this Agreement shall be effective only upon written agreement between the parties. Each change to this Agreement shall be sequentially numbered as a change order hereto and signed by authorized representative(s) of the County and Contractor. Change orders shall only amend the specific portions of this Agreement as written in the change

order and shall not change any other portion of this Agreement. Changes to the agreement are further defined in section 4.01 regarding an increase in compensation to the Contractor.

3.03 Minor Change Directive

Notwithstanding the above, County, without invalidating the Agreement, may from time to time order minor changes in the scope of work and/or extent of public transit operations involving routes, transit planning to achieve goals, service area boundaries, schedules, operating hours, bus stop locations and cleaning of transit facilities and the like to respond to public needs, without requiring an amendment pursuant to this ARTICLE, provided that changes do not result in a change in the number of annual Vehicle Revenue Hours of more than twenty (20) percent or require an increase in compensation to the CONTRACT as defined in section 4.01. Such changes shall be made by written sequentially numbered Minor Change Directive issued by the County.

4. Compensation and Fares

4.01 Compensation

For services satisfactorily provided as set forth herein, County shall compensate Contractor in accordance with the rates specified and attached hereto. These rates are inclusive of all costs, expenses, fees, or charges associated with Contractor's performance of services hereunder, except for fuel costs, which will be reimbursed by County at Contractor's actual cost as set forth in the RFP.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. The maximum compensation payable under this Agreement (excluding reimbursed fuel costs, reimbursed mobility training hours, reimbursed actual cost for engine, transmission, or differential replacement or major overhaul) shall not exceed the "Maximum Annual Cost" amounts set forth in the finalized Agreement, subject to Section 3.03.

4.02 Vehicle Revenue Hours

As used herein, the term "Vehicle Revenue Hour" is not calculated as "Gate to Gate". Revenue hours for fixed route are calculated from first timed stop to last timed stop. Vehicle Revenue hours for demand response are calculated on the service hours available to the public.

4.03 Invoicing

Contractor shall invoice County on a monthly basis for the services herein. Contractor shall submit separate invoices for TRAX, ParaTRAX, and METS to County by the 10th day of the month for the previous month's service. Invoices shall include the cost of fuel for each service as a separate line item.

4.04 Disputes

In the event County disputes any portion of Contractor's invoice, County must make reasonable efforts to notify Contractor as promptly as feasible. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Contractor's invoice.

4.05 Payment

County shall pay all undisputed amounts within 30 days of the receipt of Contractor's invoice.

4.06 Fares

Contractor shall collect fares and other revenue from passengers as directed by County. County has the sole right to establish fares and to modify said rates at the time during this Agreement. Fares collected by Contractor are the property of County. Contractor shall deposit fares in its bank account and maintain records of the fares received. At the end of each month, Contractor shall apply the fares collected as a credit against the Contractor's charges to County on the Contractor's invoice. Contractor shall establish a fare collection/accounting procedure including control and security measures subject to approval by County. Contractor shall provide recommendations regarding transit fares and ensure that passengers comply with established fares.

5. Contract Term

The initial Agreement term shall be for five years (5) with the option of two (2) 2-year extensions for a total of nine years. The initial term of this Agreement shall commence on November 1, 2019 and shall continue until June 30, 2024, unless extended as provided for in below paragraph, or terminated as provided for in Section 12 of this Agreement.

5.01 Option to Extend Agreement

The County and Contractor may extend this Agreement for up to two (2) year additional years for a total of four (4) years as a unilateral right of the County. Option years are defined as fiscal years: 24/25, 25/26, 26/27, and 27/28

5.02 Agreement Remains in Effective

The term of this Agreement shall remain in effect until a new contract is awarded by the County or this Agreement is terminated as provided for in Section 12 of this Agreement.

6. Additional Responsibilities of Contractor

6.01 Time of Performance

The Contractor shall commence providing transportation services on November 1, 2019.

6.02 Operating Policies

All services to be rendered by Contractor under this Agreement shall be governed by the operating policies established by the County, unless otherwise specified in this Agreement.

6.03 Contractor Personnel

Management of Contractor's employees shall rest exclusively with Contractor. It is expressly understood that such persons shall be employees of Contractor and shall be subject to Contractor's rules, policies, and procedures. Such persons shall not be deemed to be employees of County for any purpose. Contractor shall be solely responsible for payment of all wages and benefits to such persons, for all withholding and deductions from such persons' compensation, and for the provision of workers compensation insurance for such persons. Without limiting the generality of Section 6.21, Contractor shall hold harmless, defend, and indemnify County from any liability, damage, claims, costs, or

expense of any nature arising from any actual or alleged violation of any employment-related right or obligation relating to any such employee. Contractor shall, at its own expense, defend any suit, action, or proceeding founded upon a claim of the foregoing.

County shall not attempt to directly or indirectly manage, discipline or direct employees of Contractor, and Contractor shall be solely responsible for the satisfactory work performance of its employees.

Drivers shall be in uniform at all times while in service or otherwise on duty. Driver uniforms shall be provided by Contractor to its employees. Uniforms must be approved by County staff. At a minimum, uniforms shall include shirts, pants and/or shorts, jacket, name badge and hat..

Drivers shall be required to maintain a neat and clean appearance at all times while on duty Contractor and shall at all time maintain a courteous, cooperative attitude in their contact with the public.

Personnel in regular contact with minor children shall be required to take and pass all legally required criminal background checks at Contractor's expense. Contractor shall make every effort to hire personnel of good moral character that desire to provide the best public transit service possible.

Each driver shall wear a name tag, or the driver's name shall be clearly displayed inside the vehicle while performing his or her duties.

Contractor's Personnel shall be required to report all passenger complaints and/or any operational problems to Contractor with sufficient detail to allow Contractor to meaningfully evaluate and respond to complaints. These complaints shall be provided to County upon request.

Upon notice from County concerning the conduct, demeanor or appearance of any employee of Contractor, Contractor shall forthwith take steps necessary to address the objection. Additionally, in the event of substandard performance by an employee of Contractor, County may demand the removal of that employee. Such demand shall be in writing and Contractor shall comply with County's demand within two weeks of receipt of County's written notice, provided that if the substandard performance affects safety, customer service, and/or involves the misuse of County vehicles/equipment, Contractor shall comply with County's demand immediately.

Contractor shall provide executive management support to on-site personnel as need to deliver transit services. In addition, executive management shall provide assessments and recommendation to improve service and operations.

6.04 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.

6.05 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. Reports are excluded from this provision, and shall be owned by County. All manuals prepared by Contractor under this Agreement shall be made available to County at no charge and become property of County. Contractor may make presentations and releases relating to the project, subject to the prior approval of County.

6.06 Emergency Procedure

In the event of an incident Contractor shall make available all of its transportation equipment and communication resources to the County. Contractor shall follow direct instruction of County when making resources available. If normal lines of communication are Contractor disrupted Contractor shall make best use of transportation resources under the direction of the organization which has assumed responsibility of the incident, the incident management team at the behest of the Tehama County Board of Supervisors. Emergency transportation may include evacuation, transportation of injured and relocating individuals to shelters and staging locations.

Contractor Immediately following the release of assets from the incident, Contractor shall reinstate normal transportation services. Payment will be based on a written report from the Incident Management Team showing services and cost breakdown related to emergency transportation services. Invoicing for service hours during an incident shall be supplied to the County separately from monthly program invoicing.

6.07 Records, Audits and Reports

Contractor shall maintain all books, documents, papers, accounting and performance records and other evidence pertaining to their performances under this Agreement. The Contractor shall make such materials available at their offices at all reasonable times during the performance period and for four (4) years from the date of final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The County, State and any duly authorized representative of the County, State or Federal Government shall have access to any books, records, accounts, other sources of information and facilities of the Contractor that are pertinent to this Agreement for audits, examinations, excerpts and transactions, and copies thereof shall be furnished by the Contractor if requested.

The Contractor's performance reporting and accounting systems, and billing procedures, are subject to inspection and audit by the County, State or Federal Government, or any duly authorized representative of the County, State or Federal Government, prior to contract award, and performance and accounting records pertaining to work performed and costs billed to County are subject to audit for a period of four (4) years after date of final payment under this Agreement. If Contractor fails to retain records that are sufficient to permit audit verification of the validity of costs charged to County, the Contractor will be liable for reimbursement to County of all unsubstantiated billings.

Contractor shall furnish County with any additional reports or data that may be required by the State or Federal Government. Such reports and/or data will be submitted on forms provided by County.

All reports required by the Federal Transit Administration and the California Department of Transportation for funding purposes, and reports submitted to the Tehama County Transportation Commission, the Transit Agency Board, and the Board of Supervisors, shall be prepared and submitted by County using Contractor-compiled data.

6.08 Services for Others

Contractor may provide services to others outside the scope of this contract. The sharing of staff and facilities related to such outside services will be noted as cost reductions during invoicing in performance of duties required under the terms of this contract. These cost reductions shall be reported on Contractor's payment requests, and shall result in corresponding decreases in the rates agreed upon on finalization of this Agreement.

6.09 Performance Bond

Contractor shall perform no services pursuant to this Agreement, nor be entitled to compensation, unless and until Contractor submits a performance bond payable to the *County of Tehama*. Such bond executed by Contractor and surety company licensed to do business as such in the State of California, in the amount of *One Hundred Twenty Thousand Dollars* (\$120,000), shall, at all times, be kept in full force and effect. The condition of such bond shall be that the Contractor fully and faithfully performs all conditions and covenants of this Agreement or the face amount of such bond shall be forfeited to County. Provision of such bond or its equivalent, approved by County, is a material covenant of the Agreement. All such bonds shall be in a form approved by the County Counsel.

6.10 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. Contractor shall insure the drivers of Tehama County Transit vehicles have all required permits and licenses during the term of this Agreement.

6.11 Federal, State and Local Laws

Contractor warrants and covenants that Contractor and all employees of Contractor 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 governmental authority with jurisdiction in all aspects of its performance of this Agreement. At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any federal, state and/or local agency to enable Contractor to perform this Agreement and shall provide copies of all such documents or entitlements to County when received by Contractor.

Without limiting the generality of the foregoing:

A. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Action Plan issued by the California Public Utilities Commission in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq. and 42 CFR Part 18.

B. Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Department of Transportation, FTA and the appropriate EPA Regional Office.

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

C. Federal Changes

The 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 applicable FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

D. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to 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 the California Department of Transportation, FTA and the appropriate EPA Regional Office.

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

E. Recycled Products

To the extent applicable, 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.

F. Program Fraud and False or Fraudulent Statements and Related Acts

(1) 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 this Amendment, 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 this Agreement or the FTA assisted project for which this Agreement 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) 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.

(3) 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 sub-contractor who will be subject to the provisions.

G. Privacy Act

The Contractor agrees to comply with all applicable standards, orders or regulations of the Federal Privacy Act, as amended, pursuant to 5 U.S.C. 552.

(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 this Agreement.

(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.

H. Transit Employee Protective Agreements

The Contractor agrees to comply all applicable standards, orders or regulations of the Transit Employee Protective Provisions, as amended, pursuant to 49 U.S.C. § 5311.

(1) The Contractor agrees to comply with the terms and conditions of the Special Section 13(c) Warranty for the Small Urban and Rural Program, as executed by the U.S. Secretaries of Transportation and Labor on May 31, 1979, and the procedures implemented by U.S. Department of Labor (DOL) or any revision thereto.

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

I. Disadvantaged Business Enterprise (DBE)

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 or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 1%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's

good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.

B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

J. Incorporation of Federal Transit Administration Terms

All contractual provisions required by the United States Department of Transportation, Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA

mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests if doing so would cause County to violate the FTA terms and conditions.

K. Charter Service Operations

The Contractor agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the 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 listed at 49 CFR-Subpart B. 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. The Contractor assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The Contractor understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

L. School Bus Operations.

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the Contractor agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The Contractor understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

M. Safe Operation of Motor Vehicles.

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

N. Distracted Driving.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

O. No Relationship between the County of Tehama and Sub- Contractors.

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the County and any third-party contractors, and no third-party contract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its third-party contractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

P. Third-Party Contracts and Subagreements Affected

To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subcontracts at every tier. Accordingly, the Contractor agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by the FTA.

Q. No Federal Government Obligations to Third Parties.

The Contractor agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of services hereunder. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the Contractor or third-party contractor.

R. Obligations on Behalf of the County of Tehama.

The Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of the County.

S. County Approval of All Third-Party Contracts.

The County shall approve in writing all proposed third-party contracts, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The Contractor agrees that it will not enter into any third-party contracts unless the same are approved in writing by the County. Any proposed amendments to such third-party contracts must be approved by the County prior to implementation.

6.12 Civil Rights Requirements

A. Non-Discrimination

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.

Contractor shall notify County of any discrimination complaints.

Contractor shall, at its sole costs 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.

B. Equal Employment Opportunity (EEO)

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 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 D.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. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect 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, Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

Contractor shall prepare and submit annually an Affirmative Action Program to the County.

C. Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 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 the Federal Transit Administration may issue.

D. Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of U.S. Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

6.13 Debarment and Suspension Certification

Contractor agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

Contractor agrees to refrain from entering into any sub-agreement to this Agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The List also includes the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

Contractor shall provide the County debarment and suspension certification containing information about the debarment and suspension status and other specific information of Contractor and its "principals", as defined in 49 CFR 29. Before entering into any subcontracts with any subcontractor, Contractor agrees to obtain a debarment and

suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subcontractor and its "principals," as defined at 49 CFR Part 29.

Contractor agrees to refrain from awarding any third party sub-contract of any amount (at any tier) to a debarred or suspended sub-Contractor, and to obtain similar certification from any third party sub-Contractor (at any tier) seeking a contract exceeding \$25,000.

6.14 Conflict of Interests

- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- B. The Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Contract shall have any personal financial interest or benefit which either directly or indirectly arises from this Contract.
- C. The Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The Contractor will not be awarded a contract if the financial interests are held by a current officer or employee of the County. Additionally, a contract will not be awarded to an officer or employee of the County to provide goods and service. Likewise, the Contractor officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality;
 - 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former County and/or California Department of Transportation employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to this contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from state service.
- F. Neither the Contractor nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Contractor or its subcontractor, during the project term and for one year

thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the project term any such interest, and if such interest is immediately disclosed to the Contractor and such disclosure is entered upon the Minutes of the Contractor's written report to the County of such interest, the County, may waive the conflict of interest; provided that the affected officer or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract, or arrangement.

- G. The provisions of this subsection shall not be applicable to any contract between the Contractor and its fiscal depositories or to any contract for utility services, the rates for which are fixed or controlled by a governmental agency.

6.15 Restrictions on Lobbying

A. The Contractor agrees that it will not use Federal assistance funds to support lobbying. The Contractor agrees to comply with all applicable standards, orders, 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20. In accordance with the foregoing, the County will not make any payment to Contractor hereunder until the County has received the Contractor's certification (in the form set forth in Exhibit "A") that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt 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 grant, cooperative agreement or any other Federal award from which funding for this Agreement is originally derived, consistent with 31 U.S.C. Section 1352.

B. If applicable, 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-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The Contractor shall require that the language of above two clauses be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000

This Contract is a material representation of facts upon which reliance was placed when this Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U. S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.16 Drug-Free Workplace

The Contractor certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. To the extent the Contractor, any third party Contractor at any tier, any sub-recipient at any tier, or their employees, perform a safety sensitive function under the Project, the Contractor agrees to comply with,

and assure the compliance of each affected party Contractor at any tier, each affected sub-recipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," and "Prevention of Alcohol Misuse in Transit Operations," 49 CFR Part 655.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655 and permit any authorized representative of the United States Department of Transportation or its 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 Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before February 28th each year and to submit the Management Information System (MIS) reports by February 28th each year to the County of Tehama Transit Manager in the office of the Department of Public Works, Transportation Division, and FTA. 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.

Contractor shall be responsible for the expense of drug-testing and certifying their own staff, including any Contractor employees performing services hereunder.

6.17 Ownership of Equipment and Supplies

Equipment and supplies paid for by County by invoice separate from Contractor's 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.

6.18 Indemnification and Hold Harmless

The parties agree that County, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the County with the fullest protection possible under the law. Contractor acknowledges that County would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect County as set forth herein.

Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses of any kind, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole active negligence or willful misconduct of County, its officers and employees, or as expressly provided by statute. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it

is ultimately determined that there is not a duty to indemnify. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Contractor shall also defend, indemnify, and hold the County harmless from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

County shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due County from Contractor as a result of Contractor's failure to pay County promptly any indemnification arising under this Section or related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement (other than Contractor's employees).

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to a claim, demand, damage, liability, loss, cost or expense.

6.19 Insurance

A. Coverages. Without limiting Contractor's indemnification of County, Contractor shall provide and maintain continuously, and shall require all of its subcontractors, independent contractors, and other agents to provide and maintain continuously, at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

General Liability Insurance. Commercial general liability insurance covering bodily injury, personal injury and property damage using an occurrence policy form, in an amount no less than Ten Million Dollars (\$10,000,000) per occurrence. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability. Automobile liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence to protect Contractor and County from uninsured motorist, bodily injury, including death resulting therefrom, and property damage liability resulting from operation of the vehicles described herein.

Automobile Collision and Comprehensive Insurance. Contractor shall provide comprehensive and collision coverage for actual cash value of County vehicles. Such insurance shall name Tehama County as loss payee. Contractor shall maintain comprehensive and collision insurance to assure the replacement or repair of all equipment furnished by County in the event of accident, vandalism, fire or other source of damage. The amount of insurance will be for fair market value for the replacement of the equipment. Contractor shall be responsible for any deductible.

Worker's Compensation. Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California, of not less than One Million Dollars (\$1,000,000) per occurrence. Contractor shall provide the County with a copy of the certificate of insurance or other evidence that it has acquired workers compensation insurance.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

B. Endorsements; Additional Insured's.

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation. Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers. Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach. If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage. Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6.20 Fidelity Bond

During the period of time this Agreement shall be in effect, Contractor shall cause its officers, agents and employees to be covered under an appropriate bond protecting County from employee theft up to the amount of *Fifty Thousand Dollars* (\$50,000) with respect to any one occurrence by Contractor employees.

Contractor may provide a policy of Employee Dishonesty Insurance in the same amount as the Employee Fidelity Bond protecting County and Contractor against theft by Contractor's employees.

6.21 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 shall exceed 72 hours.

6.22 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 full value of the loss, if no claim will be made against the County of Tehama.

6.23 Maintenance and Repair of Vehicles

Contractor shall maintain, repair 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 requirements 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. Repairs, including body, glass and all bus appurtenances, shall be made within thirty (30) days or less of the incident. All other repairs and replacement of vehicles shall occur within sixty (60) days of the incident. To the best 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.

Without limiting the generality of the foregoing:

A. Contractor shall be responsible for maintaining warranties on any and all vehicles provided to the Contractor by the County.

B. Contractor shall return all County owned or provided equipment including vehicles to County at the termination of Agreement or upon earlier termination in the same condition as accepted less any ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's/vehicles use. In any event, Contractor shall be liable for the cost of repairing or replacing any physical or mechanical damage not caused by County, excepting those repairs which are the responsibility of the vehicle manufacturer, or any firm providing the rehabilitation or modification of the vehicles or repairs covered by the vehicle warranty.

C. Contractor shall be responsible for returning any County supplied vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.

D. Contractor shall not have the right to install equipment, or make any minor or major alterations to any County-owned equipment or vehicles without prior written consent of the County (hereinafter approvals by County shall mean advance written approval by the County).

E. Contractor shall not operate County-provided vehicles beyond the limits established in the applicable policies of insurance as hereinafter set forth. Contractor may only use County-provided vehicles for the transportation of passengers as provided in this Agreement or other transit-type services pre-approved in writing by County. Contractor agrees to use equipment including vehicles in a careful and proper manner and to comply with all Federal, State, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment, including vehicles subject to Agreement. County shall warrant that vehicles provided by the County meet all Federal, State, local, or other governmental laws, regulations, requirements and rules when vehicles are initially delivered to Contractor, including air quality regulations. Contractor shall not use equipment in any unlawful trade, or for any unlawful purpose whatsoever, or in violation of this Agreement.

F. Contractor nor any of his/her agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever. Contractor shall return equipment to County free of any liens, claims or encumbrances, other than those approved in writing by

the County. Contractor agrees to notify any third party furnishing services, supplies, or other necessities to Contractor that neither Contractor nor any of his/her agents have the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.

6.24 No Conflicting Uses

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

6.25 Transfer of Contract

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.

6.26 Transition to Future Transit Contractor

For up to sixty (60) calendar days prior to the termination or expiration of, and for up to fifteen (15) days 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 Contractor. This shall include, as a minimum, consultation regarding labor and management issues, providing access to non-confidential information and providing access to County-provided vehicles and equipment as may be necessary to the successor Contractor's start-up preparations. Contractor shall provide its best professional effort to assure a smooth transition from Contractor's service to the successor Contractor's services and shall cooperate fully with the County and with the successor operator to this end.

7. Notice of Deficiencies

The County Director of Public Works or the County authorized representative may issue a Notice of Deficiencies to Contractor, specifying areas of unsatisfactory performance and specifying the improvements necessary to correct the deficiency. Such notice shall specify the provision(s) of the Agreement that address the issue(s). Contractor shall correct the deficiency within the limits specified by the County. If the Contractor fails to correct deficiencies in a reasonable time, as determined by the County, the County may deduct the amounts otherwise payable to Contractor for the service(s) affected by the deficiencies, from the compensation paid to Contractor. If the Contractor continues to not fully and faithfully perform all conditions and covenants of this Agreement the County may exercise its rights to demand forfeiture of Contractor's performance bond, as provided for in Section 6.09 of this Agreement.

8. Material Breach

In addition to any other remedies otherwise available to the County, the County reserves the right to terminate this Agreement in accordance with Section 12.01(D) 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. Persistent failure by Contractor to operate service on time or to complete trips per the published bus schedule requirements of these Contract documents, as determined by County.
- B. Persistent 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, as determined by County. "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., less than one preventable vehicle accident per 100,000 vehicle service miles in two consecutive quarters).
- 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. Persistent failure by the Contractor to provide service to the public in a courteous manner, as determined by County.
- 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.

9. County's Additional 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 all other remedies, penalties and damages provided by law, 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 price per vehicle service hour as set forth in Exhibit "C", whichever is greater. The County may also, at its discretion, exercise the provisions for liquidated damages as specified in Section 14.

10. Disputes

The County and Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to County's Director of Public Works a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Director of Public Works shall make a written decision regarding the dispute and will provide it to the Contractor. The Contractor shall have an opportunity to challenge the Director of Public Works' determination but must make that challenge in writing within ten (10) working days to the Tehama County Board of Supervisors. If the Contractor's challenge is not made within the ten (10) day period, Contractor shall have exhausted its administrative remedies and the Director of Public Works' decision shall become the final decision of the County. The County and the Contractor shall submit written, factual information and supporting data in support of their respective positions. The decision of the Board of Supervisors shall be final, conclusive and binding regarding the dispute, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement and in accordance with the decision of the Director.

11. Suspension

In the event County is delinquent in paying Contractor by more than thirty (30) 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, then Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

12. Termination

12.01 This Agreement may be terminated under the following conditions:

- A. By Mutual Agreement: This Agreement may also be terminated at any time upon mutual agreements of both parties. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
- B. Termination for Convenience (General Provision): When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR

shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

If it is later determined by the Awarding Agency 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 Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Termination for Default (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 Awarding Agency 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.

D. . Should this Agreement be terminated by either party, Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. County's liability shall not extend beyond the termination date. Thereafter, Contractor shall have no further claim against County for work under this Agreement.

12.02 County may terminate the Agreement without cause upon ninety (90) calendar days written notice to Contractor, in which case Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. County's liability shall not extend beyond the termination date. Thereafter, Contractor shall have no further claim against County for work under this Agreement.

13. County-Provided Vehicles and Equipment

13.01 The County agrees to provide the vehicles and equipment listed in RFP, to the Contractor for the performance of this Agreement.

VEHICLE LICENSES, FEES AND TAXES. County shall be responsible for all vehicle licensing, motor vehicle fees and taxes, if any, on the vehicles County provided under this Agreement. Contractor shall be responsible for all vehicle licensing, motor vehicle fees and taxes on vehicles provided by Contractor under this Agreement.

13.02 Additions and Deletions from County-Provided Vehicles and Equipment

Any vehicles and/or equipment added or deleted from the list of County-provided vehicles and equipment set forth in RFP by mutual agreement between Contractor and County's Director of Public Works.

14. Liquidated Damages

County and Contractor agree that in the event Contractor violates provisions of this Agreement, or any other applicable law, the resulting damages will be impracticable or extremely difficult to determine, and that such violation may not warrant termination of the Agreement. Subject to procedures set forth herein, Contractor shall pay to County liquidated damages as follows:

- 14.01 Contractor's General Manager: Twenty thousand dollars (\$20,000) per incident for relocating, reassigning, or transferring the Contractor's General Manager during the term of agreement including option periods, unless such relocation, reassignment, or transfer is the result of a specific request by County to change General Manager.
- 14.02 UNSATISFACTORY CHP RATING: Five thousand (\$5,000) per incident that Contractor receives an unsatisfactory rating from CHP.
- 14.03 WHEELCHAIR ACCESS: Two hundred dollars (\$200) per incident for each occurrence that: (1) a wheelchair lift fails to operate properly during the pickup of a disabled passenger, (2) a wheelchair becomes unfastened from its tie down(s), (3) a fixed route bus does not stop for a passenger in a wheelchair waiting at a bus stop.
- 14.04 VEHICLE CLEANING AND MAINTENANCE: Fifty dollars (\$50) per incident for each day that (1) vehicles in revenue service are not maintained in a clean condition in accordance with contract standards; (2) vehicle(s) in revenue service have not been serviced in accordance with preventative maintenance and repair schedules; (3) a County vehicle is placed out of service without written consent from County by the Contractor for a period of more than twenty (20) calendar days, (4) a vehicle is placed in service with body or upholstery damage that occurred more than ten (10) day prior to the day of service.
- 14.05 MISSED SCHEDULED ROUTE: Fifty dollars (\$50) per route may be assessed for vehicle(s) in revenue service if a scheduled route is missed.
- 14.06 ANNOUNCEMENT OF STOP: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a fixed route driver fails to call major bus stops in accordance with 49 CFR Part – Transportation Service for Individuals with Disabilities. For purposes of the section, major bus stops shall be defined as any transfer points, scheduled time stops, major intersections or destination point (such as hospital, medical clinic, school, city, County or government office, or major shopping center).
- 14.07 ROUTE DELAYS OF 15 MINUTES OR MORE: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a route is delayed by 15 minutes or more. If a route is down 15 minutes or more for loading a wheelchair patron or other circumstances within the control of the Contractor (driver substitution, driver break, etc.), then necessary steps must be taken by the Contractor to restore on-time performance OR said liquidated damage may be assessed.
- 14.08 The liquidated damages set forth herein shall be in addition to any other penalties or remedies otherwise provided by law or in accordance with this Agreement. County finds, and Contractor acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances.

14.09 The determination of whether or not to assess liquidated damages shall be the sole discretion of County's Director of Public Works. County shall notify Contractor of its intention to impose liquidated damages in writing. Contractor shall have ten (10) days to present information or facts to County if it disagrees with the assessment of liquidated damages. The County's Director of Public Works shall reasonably review the facts submitted by Contractor; however, his decision shall be final. The Director of Public Works will deduct any liquidated damages so assessed from payment of the contract invoice.

15. Miscellaneous

15.01 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.

15.02 Entire Agreement; Request for Proposals; Modification; Waiver

This agreement and RFP supersedes all previous agreements, writings and oral statements and constitutes the entire understanding of the parties hereto. Any modifications to this Agreement that 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. County'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 County's right to such performance or to future performance of such a term, or terms, and Contractor's obligation in respect thereto shall continue in full force and effect.

15.03 Independent Contractor

Contractor shall perform under the terms and conditions of this agreement as an independent contractor. Contractor and its officers, agents and employees are not, and shall not be deemed, County employees for any purpose. Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all of Contractor's employees performing under this agreement. Contractor shall, at its own risk and expense, determine the method and manner by which duties imposed on Contractor by this agreement shall be performed. All services rendered by Contractor under this agreement shall be subject to review, monitoring and evaluation by the County to ensure performance of the activities described herein.

15.04 Severability

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.

15.05 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.

15.06 Succession

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

15.07 Green Procurement Policy

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15.08 Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

15.09 Governing Law and Venue

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California. Each party hereto irrevocably submits to the jurisdiction of the Superior Court of California for the County of Tehama and the United States District Court for the Eastern District of California, waives any objection that it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum, and further waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over such party.

16. Written Notification

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.

If to County: County of Tehama
 Department of Public Works
 Jessica Riske-Gomez, Transportation Manager
 9380 San Benito Avenue
 Gerber, CA 96080

If to Contractor:

17. Force Majeure

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, strike; acts of God; acts of the Government; war or civil disorder; violence or threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government, when satisfactory evidence of such cause is presented to the other party, and further provided that such nonperformance is beyond the reasonable control of, and not due to the fault or negligence of, the party not performing. No payments shall be made by County to Contractor for any time during which Contractor's services are interrupted or unavailable due to the foregoing cause(s).

In witness *hereof*, the parties have caused their authorized representatives to execute this Agreement on the 26 day of November, 2019.

SIGNED for and on behalf of
Contractor Paratransit Services

Name 
David Baker

Title President/CEO

SIGNED for and on behalf of
County OF TEHAMA

Name 
Title EXECUTIVE DIRECTOR

Lobbying: 31 U.S.C.1352; 49CFR Part 19 and Part 20 – Lobbying and Certification Requirements, Disclosure of Lobbying Activities, et al, must be made by Contractor.

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, Paratransit Services, 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

David Baker, President/CEO **Name and Title of Contractor's Authorized Official**

12/09/2019

Date

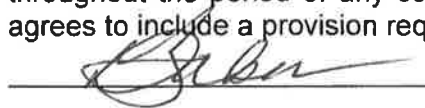
Government – Wide Debarment and Suspension (Nonprocurement) – 49 CFR part 29; Executive Order 12549

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 bidder or proposer certifies as follows:

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



Signature of Contractor's Authorized Official

David Baker, President/CEO **Name and Title of Contractor's Authorized Official**

12/09/2019

Date

1. Proposal Form A

Proposal Form

A. Price Proposal	Year 1 (Bmo)		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9	
	FY 19/20		FY 20/21		FY 21/22		FY 22/23		FY 23/24		FY 24/25		FY 25/26		FY 26/27		FY 27/28	
Service Level	Forecast																	
Vehicle Revenue Service Hours	15,637	0.00%	23,456	0.00%	23,456	2.50%	23,456	3.00%	23,456	3.00%	23,456	3.25%	23,456	3.50%	23,456	3.75%	23,456	4.00%
Hours #20%																		
Price Formula																		
Fixed Hourly Rate	\$ 32.63		\$ 32.63		\$ 33.45		\$ 34.48		\$ 35.49		\$ 36.64		\$ 37.92		\$ 39.33		\$ 40.78	
Fixed Monthly Rate	\$ 63.679		\$ 63.679		\$ 65.271		\$ 67.219		\$ 69.236		\$ 71.486		\$ 73.988		\$ 76.763		\$ 79.833	
Calculation of Maximum Annual Cost																		
Fixed Hourly Rate																		
X Vehicle Revenue Hours	\$ 510,219.67		\$ 765,369.28		\$ 784,626.66		\$ 808,176.48		\$ 832,359.62		\$ 859,427.84		\$ 889,498.43		\$ 921,150.12		\$ 957,996.48	
Fixed Monthly Rate																		
X 12 Months	\$ 5,084,293.36		\$ 7,644,440.44		\$ 7,832,447.92		\$ 8,066,331.48		\$ 8,330,830.20		\$ 8,577,831.76		\$ 8,877,855.76		\$ 9,211,501.12		\$ 9,579,964.48	
TOTAL MAXIMUM ANNUAL COST	\$ 1,019,646.03		\$ 1,529,513.32		\$ 1,567,874.58		\$ 1,614,807.96		\$ 1,663,189.82		\$ 1,717,259.60		\$ 1,777,354.19		\$ 1,773,283.14		\$ 1,844,211.07	
Cost per Revenue Service Hour	\$ 65.21		\$ 65.21		\$ 66.94		\$ 68.94		\$ 70.91		\$ 73.21		\$ 75.77		\$ 75.60		\$ 78.62	

The below items are excluded from the above-mentioned annual not to exceed amount.

- 1 Fuel costs will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.16
- 2 Engine, transmission, or differential replacement or major overhaul, as directed by COUNTY, will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.10
- 3 CONTRACTOR shall reimburse METS volunteers at the IRS mileage rate for all miles driven under the METS program. COUNTY will reimburse CONTRACTOR for the actual amount of all mileage reimbursements made to volunteers under this subsection.
- 4 COUNTY will reimburse CONTRACTOR for the actual cost of any meals provided to METS volunteers at the quarterly METS safety meeting.
- 5 COUNTY will reimburse CONTRACTOR for the actual cost of obtaining any additional liability or workers compensation insurance related to the METS program (beyond the insurance required under Section 6.19).
- 6 For technical transit planning requested by COUNTY under Section 3.01, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 7 For mobility training as set forth in the RFP, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 8 Costs and/or charges for relocation to a future facility are not covered under this Agreement and will not be reimbursed or otherwise paid by the COUNTY unless this Agreement is amended to provide for such payment.
- 9 If the COUNTY requires additional General Liability Insurance and/or Automobile Insurance liability insurance (beyond the insurance required under Section 6.19), COUNTY will reimburse CONTRACTOR for the incremental actual cost of obtaining such additional insurance.

Offeror: Paratransit Services

Phone: 360-377-7176

Fax: 360-620-0449

E-mail: jhw@paratransit.net

Address: 4810 Auto Center Way, Ste. Z

Bremerton, WA 98367

Title: President/CEO

Date:

Signature:




1.

Proposal Form A

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Projected Forecast	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Driver Wages	313,193	20,03	20,03	20,53	21,15	21,78	22,49	23,28	24,15	25,12
Driver Health Insurance	25,801	1.65	1.65	1.69	1.74	1.79	1.85	1.92	1.99	1.66
Driver Life Insurance	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc
Vehicle Maintenance Costs										
Prev Maint Parts/Supplies	7,975	0.51	0.51	0.52	0.54	0.55	0.57	0.59	0.49	0.51
Vehicle Repair Parts/Supplies	30,179	1.93	1.93	1.98	2.04	2.10	2.17	2.24	1.87	1.94
Tires	7,662	0.49	0.49	0.50	0.52	0.53	0.55	0.57	0.47	0.49
Outside Repairs	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Radio System Maint	3,753	0.24	0.24	0.25	0.26	0.27	0.28	0.29	0.23	0.24
Vehicle Cleaning	1,720	0.11	0.11	0.11	0.11	0.12	0.12	0.12	0.11	0.11
Licenses & Permits (GPPV)	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Other Driver Fringes	60,984	3.90	3.90	4.00	4.12	4.24	4.38	4.54	3.78	3.93
Margin - Variable Rate	11,571	0.74	0.74	0.76	0.78	0.81	0.83	0.86	0.71	0.74
Driver Workers Comp	43,002	2.75	2.75	2.83	2.92	3.00	3.10	3.21	2.66	2.77
TOTAL:	510,218	32.63	32.63	33.45	34.46	35.49	36.64	37.92	36.33	37.78

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

Projected Forecast	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Project Manager Salary	49,380	6,174	6,174	6,328	6,518	6,713	6,932	7,174	7,443	7,741
Project Manager Fringes	12,637	1,580	1,580	1,619	1,666	1,718	1,773	1,836	1,904	1,981
Dispatch/Int. Staff Wages	57,426	7,178	7,178	7,358	7,578	7,806	8,059	8,342	8,654	9,001
Dispatch/Int. Staff Fringes	17,749	2,219	2,219	2,274	2,342	2,413	2,491	2,578	2,675	2,782
Clerical Staff Wages	67,357	8,420	8,420	8,630	8,889	9,156	9,453	9,784	10,151	10,557
Clerical Staff Fringes	19,598	2,450	2,450	2,511	2,586	2,664	2,750	2,847	2,953	3,072
Maint Supervisor Salary	48,819	6,102	6,102	6,255	6,443	6,636	6,852	7,091	7,357	7,652
Maint Supervisor Fringes	12,533	1,567	1,567	1,606	1,654	1,704	1,759	1,821	1,889	1,964
Mechanic Wages	37,251	4,656	4,656	4,773	4,916	5,063	5,228	5,411	5,614	5,838
Mechanic Fringes	10,444	1,306	1,306	1,338	1,378	1,420	1,466	1,517	1,574	1,637
Other Maint Wages	7,574	947	947	970	875	901	931	963	999	1,039

1. Proposal Form A

Proposal Form

A. Price Proposal	Year 1 (Bmo)		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9	
	FY 19/20		FY 20/21		FY 21/22		FY 22/23		FY 23/24		FY 24/25		FY 25/26		FY 26/27		FY 27/28	
Forecast	0.00%		0.00%		2.50%		3.00%		3.00%		3.25%		3.50%		3.75%		4.00%	
Service Level	15,637		23,456		23,456		23,456		23,456		23,456		23,456		23,456		23,456	
Vehicle Revenue Service Hours	Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%	
Price Formula																		
Fixed Hourly Rate	\$ 32.63		\$ 32.63		\$ 34.45		\$ 34.45		\$ 35.49		\$ 36.64		\$ 37.92		\$ 39.33		\$ 37.78	
Fixed Monthly Rate	\$ 63.679		\$ 63.679		\$ 65.271		\$ 67.219		\$ 69.236		\$ 71.486		\$ 73.988		\$ 76.783		\$ 79.833	
Fixed Hourly Rate X Vehicle Revenue Hours	\$ 510,219.67		\$ 765,369.28		\$ 794,626.66		\$ 808,176.48		\$ 832,369.62		\$ 859,427.84		\$ 889,498.43		\$ 852,133.02		\$ 886,214.59	
Fixed Monthly Rate X 12 Months	\$ 5,094,236.36		\$ 7,644,440.4		\$ 7,832,472.92		\$ 8,086,331.48		\$ 8,330,830.20		\$ 8,571,831.78		\$ 8,871,855.76		\$ 9,211,501.12		\$ 9,571,996.48	
TOTAL MAXIMUM ANNUAL COST	\$ 1,019,646.03		\$ 1,529,513.32		\$ 1,567,874.58		\$ 1,614,807.96		\$ 1,663,169.82		\$ 1,717,259.80		\$ 1,777,354.19		\$ 1,773,283.14		\$ 1,844,211.07	
Cost per Revenue Service Hour	\$ 65.21		\$ 65.21		\$ 66.84		\$ 68.84		\$ 70.91		\$ 73.21		\$ 75.77		\$ 75.60		\$ 78.62	

The below items are excluded from the above-mentioned annual not to exceed amount.

- 1 Fuel costs will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.16
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- 4 COUNTY will reimburse CONTRACTOR for the actual cost of any meals provided to METS volunteers at the quarterly METS safety meeting.
- 5 COUNTY will reimburse CONTRACTOR for the actual cost of obtaining any additional liability or workers compensation insurance related to the METS program (beyond the insurance required under Section 6.19).
- 6 For technical transit planning requested by COUNTY under Section 3.01, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A."
- 7 For mobility training as set forth in the RFP, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A."
- 8 Costs and/or charges for relocation to a future facility are not covered under the Agreement and will not be reimbursed or otherwise paid by the COUNTY unless this Agreement is amended to provide for such payment.
- 9 If the COUNTY requires additional General Liability Insurance and/or Automobile Insurance liability insurance (beyond the insurance required under Section 6.19), COUNTY will reimburse CONTRACTOR for the incremental actual cost of obtaining such additional insurance.

Officer: Paratransit Services

Phone: 360-377-7176

Fax: 360-620-0449

E-mail: jlw@paratransit.net

Address: 4810 Auto Center Way, Ste. Z

Bremerton, WA 98367

Title: President/CEO

Date:

8/22/2019

Signature:




I.

Proposal Form A

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Projected Forecast	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Driver Wages	313,193	20,03	20,03	20,53	21,15	21,78	22,49	23,28	24,15	25,12
Driver Health Insurance	25,801	1,65	1,65	1,69	1,74	1,79	1,85	1,92	1,99	1,66
Driver Life Insurance	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc
Vehicle Maintenance Costs										
Prev Maint Parts/Supplies	7,975	0,51	0,51	0,52	0,54	0,55	0,57	0,59	0,49	0,51
Vehicle Repair Parts/Supplies	30,179	1,93	1,93	1,98	2,04	2,10	2,17	2,24	1,87	1,94
Tires	7,662	0,49	0,49	0,50	0,52	0,53	0,55	0,57	0,47	0,49
Outside Repairs	2,189	0,14	0,14	0,14	0,14	0,15	0,15	0,15	0,13	0,14
Radio System Maint	3,753	0,24	0,24	0,25	0,26	0,27	0,28	0,29	0,23	0,24
Vehicle Cleaning	1,720	0,11	0,11	0,11	0,11	0,12	0,12	0,12	0,11	0,11
Licenses & Permits (GPPV)	2,189	0,14	0,14	0,14	0,14	0,15	0,15	0,16	0,13	0,14
Other Driver Fringes	60,984	3,90	3,90	4,00	4,12	4,24	4,38	4,54	3,78	3,93
Margin - Variable Rate	11,571	0,74	0,74	0,76	0,78	0,81	0,83	0,86	0,71	0,74
Driver Workers Comp	43,002	2,75	2,75	2,83	2,92	3,00	3,10	3,21	2,66	2,77
TOTAL:	510,218	32,63	32,63	33,45	34,46	35,49	36,64	37,92	36,33	37,78

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

Projected Forecast	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Project Manager Salary	49,380	6,174	6,174	6,328	6,518	6,713	6,932	7,174	7,443	7,741
Project Manager Fringes	12,637	1,580	1,580	1,619	1,668	1,718	1,773	1,836	1,904	1,981
Dispatch/Vrto. Staff Wages	57,426	7,178	7,178	7,358	7,578	7,806	8,059	8,342	8,654	9,001
Dispatch/Vrto. Staff Fringes	17,749	2,219	2,219	2,274	2,342	2,413	2,491	2,578	2,675	2,782
Clerical Staff Wages	67,367	8,420	8,420	8,630	8,889	9,156	9,453	9,784	10,151	10,557
Clerical Staff Fringes	19,598	2,450	2,450	2,511	2,586	2,664	2,750	2,847	2,953	3,072
Maint Supervisor Salary	48,819	6,102	6,102	6,255	6,443	6,636	6,852	7,091	7,357	7,652
Maint Supervisor Fringes	12,533	1,567	1,567	1,606	1,654	1,704	1,759	1,821	1,889	1,964
Mechanic Wages	37,251	4,656	4,656	4,773	4,916	5,063	5,228	5,411	5,614	5,838
Mechanic Fringes	10,444	1,306	1,306	1,338	1,378	1,420	1,466	1,517	1,574	1,637
Other Maint Wages	7,574	947	947	970	875	901	931	963	999	1,039

EXHIBIT C

Wages Proposed for Red Bluff Staff. Our Red Bluff (non-management) wages reflect requirements mandated by the **California minimum wage law** (Senate Bill No. 3). Annual increases after 2022 are to be determined by the California Director of Finance.

	Contract Base Term				
	Y 1 ¹	Y 2	Y 3	Y 4	Y 5
	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
	Calif. min wage ²	\$13	\$14	\$15	TBD
Ops Supervisor/Trainer	18.41	18.91	19.41	20.00	20.60
Office Assistant/Dispatcher	14.46	14.96	15.96	16.36	16.85
Mechanic	26.00	28.00	30.00	30.75	31.67
Facilities Maintenance Specialist	14.00	14.50	15.50	15.89	16.36
Drivers (wage avg for 15 FTE)	14.97	15.47	16.47	16.88	17.40
Dispatchers (wage avg for 2 FTE)	17.42	17.94	18.97	19.44	20.02

