

**AGENDA  
REGULAR MEETING  
LOCAL TRANSPORTATION AUTHORITY**

**DATE:** Thursday, May 17, 2018  
3:00 P.M.

**LOCATION:** **Board of Supervisors Chambers**  
481 Fourth Street, Hollister, CA 95023

**DIRECTORS:** Chair Jaime De La Cruz, Vice Chair Tony Boch  
Directors Anthony Botelho, Jim Gillio, and Ignacio Velazquez  
Alternates: San Benito County: Jerry Muenzer;  
City of Hollister: Mickie Solorio Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

**3:00 P.M. CALL TO ORDER:**

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

**CONSENT AGENDA:**

*(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)*

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated April 19, 2018 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño March 2018 Monthly Service Reports – Valentine
3. **RECEIVE** County Express/MV Transportation March 2018 Monthly Operations Reports – Valentine
4. **RECEIVE** Local Transportation Authority FY 2016-17 Third Quarter Budget Report – Postigo

**5. Token Transit Pilot Program Terms of Service – Valentine**

- 1. APPROVE** the Stripe Services Agreement and Stripe Connected Account Agreement Required to Implement the Token Transit Pilot Program; and
- 2. AUTHORIZE** the San Benito County Treasurer to Agree to the Terms of Services of Stripe Connect for and On Behalf of the San Benito County Local Transportation Authority.

**REGULAR AGENDA:**

- 6. RECEIVE** Presentation on FY 2018/19 Local Transportation Authority Draft Budget – Postigo
- 7. AUTHORIZE** Release of Request for Proposals (RFP) #2018-01 for Operation of San Benito County Express and Specialized Transportation Services – Valentine

**Adjourn to LTA Meeting on Thursday, June 21, 2018. Agenda deadline is June 5, 2018 at 12:00 p.m.**

*In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.*

**San Benito County  
LOCAL TRANSPORTATION AUTHORITY  
REGULAR MEETING  
April 19, 2018 3:00 P.M.**

**DRAFT MINUTES**

**MEMBERS PRESENT:**

Chair De La Cruz, Director Boch, Director Botelho, Director Gillio, and Director Velazquez

**STAFF PRESENT:**

County Counsel, Barbara Thompson; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

**CALL TO ORDER:**

Chair De La Cruz called the meeting to order at 4:56 p.m.

**A. CERTIFICATE OF POSTING**

*Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously acknowledged the Certificate of Posting. Vote: 5/0 motion passes.*

**B. PUBLIC COMMENT:** None

**CONSENT AGENDA:**

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated March 15, 2018 – Gomez
- 2. Receive** Specialized Transportation/Jovenes de Antaño February 2018 Monthly Service Report – Valentine
- 3. Receive** County Express/MV Transportation February 2018 Monthly Operations Report – Valentine
- 4. Adopt** Resolution 2018-03 Authorizing the Execution of the Low Carbon Transit Operations Program (LCTOP) Project “Expansion of Intercounty Services” – Valentine

There was no public comment on the consent agenda.

*Upon a motion duly made by Director Botelho, and seconded by Director Velazquez, the Directors unanimously approved Items 1-4 from the Consent Agenda. Vote: 5/0 motion passes.*

*Upon a motion duly made by Director Botelho, and seconded by Director Gillio, the Directors unanimously adjourned the LTA meeting at 4:56 p.m. Vote: 5/0 motion passes.*

**ADJOURN TO LTA MEETING MAY 17, 2018.**

**March 2018**  
**San Benito County Express Monthly Operations Report**  
 Operated by MV transportation

**Year to Year comparison**

	<b>2018</b>	<b>2017</b>
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	3.90	4.02
Fixed Route Service	5.32	5.80
Gavilan Service	8.72	9.89
Caltrain Service	5.10	4.56
Greyhound Service	3.84	3.95
<b>Total Passengers</b>	<b>10,734</b>	<b>11,921</b>
<b>Total Revenue Hours</b>	<b>2102.59</b>	<b>2,203.85</b>
<b>Passengers per Hour</b>	<b>5.10</b>	<b>5.40</b>
<b>Lift Trips</b>	<b>174</b>	<b>190</b>
<b>No Shows</b>	<b>91</b>	<b>76</b>
<b>Cancellations</b>	<b>198</b>	<b>239</b>



**WEEKDAYS March 2018**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,041	11	328.45	3,820	\$ 820.76	\$ 425.85	\$ 104.50	22	\$ 15,467.70
Paratransit	1,630	62	638.28	9,788	\$ 2,462.28	\$ 1,277.55	\$ 313.50	22	\$ 30,058.52
Fixed Route	2,760	20	521.69	5,835	\$ 1,540.83	\$ 327.20	\$ -	22	\$ 24,567.95
Gavilan	2,791	0	320.06	7,466	\$ 2,804.73	\$ 1,003.40	\$ -	22	\$ 15,072.59
Caltrain	1,048	0	205.18	5,471	\$ 1,392.40	\$ 112.70	\$ -	22	\$ 9,662.54
Total	10,270	93	2,013.66	32,380	\$ 9,021.00	\$ 3,146.70	\$ 418.00		\$ 94,829.29

**SATURDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	53	3	13.93	262	\$ 84.27	\$ 5.50	\$ -	5	\$ 656.01
Greyhound	139	0	34.47	990	\$ 246.87	\$ 7.60	\$ -	5	\$ 1,623.30
Total	192	3	48.40	1,252	\$ 331.14	\$ 13.10	\$ -		\$ 2,279.30

**SUNDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	68	6	12.32	143	\$ 65.75	\$ 8.80	\$ -	4	\$ 580.19
Greyhound	102	0	28.21	779	\$ 175.96	\$ 3.30	\$ -	4	\$ 1,328.49
Total	170	6	40.53	922	\$ 241.71	\$ 12.10	\$ -		\$ 1,908.68

**MONTH**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,162	20	354.70	4,225	\$ 970.78	\$ 440.15	\$ 104.50	31	\$ 16,703.89
Paratransit	1,630	62	638.28	9,788	\$ 2,462.28	\$ 1,277.55	\$ 313.50	22	\$ 30,058.52
Fixed Route	2,760	20	521.69	5,835	\$ 1,540.83	\$ 327.20	\$ -	22	\$ 24,567.95
Gavilan	2,791	0	320.06	7,466	\$ 2,804.73	\$ 1,003.40	\$ -	22	\$ 15,072.59
Caltrain	1,048	0	205.18	5,471	\$ 1,392.40	\$ 112.70	\$ -	22	\$ 9,662.54
Greyhound	241	0	62.68	1,769	\$ 422.83	\$ 10.90	\$ -	9	\$ 2,951.79
Total	10,632	102	2,102.59	34,554	\$ 9,593.85	\$ 3,171.90	\$ 418.00		\$ 99,017.27

**FISCAL YEAR TO DATE**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	17,940	399	2,972.02	33,358	\$ 8,140.70	\$ 4,159.18	\$ 719.25	269	\$ 137,381.42
Paratransit	13,175	725	5,312.46	85,347	\$ 20,009.77	\$ 12,057.72	\$ 2,157.75	190	\$ 245,566.13
Fixed Route	21,365	244	4,151.52	46,558	\$ 12,058.25	\$ 2,453.10	\$ 155.00	189	\$ 191,994.61
Gavilan	20,707	1	2,392.93	54,388	\$ 23,392.55	\$ 7,424.30	\$ 238.00	190	\$ 110,624.02
Caltrain	7,968	3	1,753.62	43,169	\$ 11,830.64	\$ 755.40	\$ -	190	\$ 81,068.24
Greyhound	2,153	0	555.43	15,149	\$ 3,602.17	\$ 198.20	\$ -	79	\$ 25,657.86
Total	83,308	1,372	17,137.98	277,969	\$ 79,034.08	\$ 27,047.90	\$ 3,270.00		\$ 792,292.28

**ADDITIONAL INFORMATION**

	Current Month	Year To Date
Lift Assisted Trips	174	1,192
Turn Downs	0	0
No Shows	91	598
Cancellations	198	1,530
Employee Hours	3,840	23,341
Vehicles - Midday	7	
Vehicles - Peak	8	

**NOTES**

Greyhound Bikes = 0 Gavilan Bikes= 11 Caltrain Bikes = 4 Fixed Route = 0

# **FIXED ROUTE PASSENGER CT**

	<b>Business</b>	<b>Clockwise</b>	<b>Counter</b>	<b>Sunnyslope</b>	<b>Southside</b>	<b>Fixed Subtotal</b>
1-Mar	9	31	35	1	3	79
2-Mar	15	27	40	0	2	84
3-Mar						0
4-Mar						0
5-Mar	63	43	22	0	3	131
6-Mar	35	48	65	2	5	155
7-Mar	54	56	78	1	9	198
8-Mar	35	52	54	2	6	149
9-Mar	23	49	62	1	3	138
10-Mar						0
11-Mar						0
12-Mar	14	64	64	3	7	152
13-Mar	14	45	45	2	11	117
14-Mar	26	61	52	3	6	148
15-Mar	19	35	47	5	3	109
16-Mar	12	33	42	2	4	93
17-Mar						0
18-Mar						0
19-Mar	25	53	48	1	3	130
20-Mar	8	44	50	2	5	109
21-Mar	22	53	54	2	11	142
22-Mar	16	33	36	2	8	95
23-Mar	17	40	45	2	4	108
24-Mar						0
25-Mar						0
26-Mar	22	45	67	2	2	138
27-Mar	17	40	52	1	4	114
28-Mar	50	57	73	3	6	189
29-Mar	26	37	55	4	9	131
30-Mar	15	23	30	1	2	71
31-Mar						0
<b>TOTALS</b>	<b>537</b>	<b>969</b>	<b>1116</b>	<b>42</b>	<b>116</b>	<b>2780</b>
<b>DAILY AVERAG</b>						
<b>E</b>	<b>24</b>	<b>44</b>	<b>51</b>	<b>2</b>	<b>5</b>	<b>90</b>



# Jovenes de Antaño

## Specialized Transportation Services

### Monthly Service Report - March 2018

#### WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	445	320.75	4,757	\$ 676.00	22
Senior Lunch	621	132.50	961	\$ -	22
Medical/Shopping Assistance	128	125.50	1,224	\$ 160.00	21
<b>Total</b>	<b>1,194</b>	<b>578.75</b>	<b>6,942</b>	<b>\$ 836.00</b>	

#### WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	87	39.75	439	\$ -	5
<b>Total</b>	<b>87</b>	<b>39.75</b>	<b>439</b>	<b>\$ -</b>	

#### MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	532	360.50	5,196	\$ 676.00	27
Senior Lunch	621	132.50	961	\$ -	22
Medical/Shopping Assistance	128	125.50	1,224	\$ 160.00	21
<b>Total</b>	<b>1,281</b>	<b>618.50</b>	<b>7,381</b>	<b>\$ 836.00</b>	

#### FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	4,194	2,807	38,428	\$ 3,796.50	225
Senior Lunch	5,975	1,091.75	8,724	\$ -	187
Medical/Shopping Assistance	903	984.00	9,023	\$ 1,108.75	154
<b>Total</b>	<b>11,072</b>	<b>4,883.00</b>	<b>56,175</b>	<b>\$ 4,905.25</b>	

#### VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	0
734	0
735	113954
736	99934
62	12403
738	91261
63	18813

#### ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	124	866
Unduplicated Passengers	89	842
Turn Downs	0	0
No Shows	0	8
Cancellations	0	0
Employee Hours	0	0
Vehicles - Midday	0	
Vehicles - Peak		

#### NOTES



# **Jovenes de Antaño** Specialized Transportation Services Monthly Service Report - March 2018

## OUT OF COUNTY

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
3/1-3/2018				23	18	18	59
3/5-10/2018	17	23	16	24	19	16	115
3/12-17/2018	18	23	19	20	18	18	116
3/19-24/2018	19	25	18	22	21	19	124
3/26-31/2018	17	24	22	21	18	16	118
Total	71	95	75	110	94	87	532

### SENIOR LUNCH

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
3/1-3/2018				30	29	59
3/5-10/2018	29	26	29	29	31	144
3/12-17/2018	22	27	28	28	29	134
3/19-24/2018	33	37	27	32	30	159
3/26-31/2018	28	30	23	25	19	125
Total	112	120	107	144	138	621

### MEDICAL/SHOPPING ASSISTANCE

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
3/1-3/2018				4	6	10
3/5-10/2018	4	6	6	8	6	30
3/12-17/2018	4	8	6	6	4	28
3/19-24/2018	4	6	8	8	6	32
3/26-31/2018	4	10	8	6		28
Total	16	30	28	32	22	128

### DONATIONS

	M	T	W	TH	F	S	Total
							0
				206			206
				29			29
				361			361
				80			80
	0	0	0	676	0	0	676

### DONATIONS

	M	T	W	TH	F	Total
						0
						0
						0
						0
						0
	0	0	0	0	0	0

### FARES

	M	T	W	TH	F	Total
				5	7.5	12.5
	5	7.5	7.5	10	7.5	37.5
	5	10	7.5	7.5	5	35
	5	7.5	10	10	7.5	40
	5	12.5	10	7.5		35
	20	37.5	35	40	27.5	160

### REVENUE HOURS

	M	T	W	TH	F	S	Total
				17.5	13	8	38.5
	12.5	15.75	11.5	16.5	13	8	77.25
	11	18	12.5	18.25	13	7.75	80.5
	17.5	16.75	10	18	13	8	83.25
	14.5	19	15.5	11.5	12.5	8	81
	55.5	69.5	49.5	81.75	64.5	39.75	360.5

### REVENUE HOURS

	M	T	W	TH	F	Total
				6	6	12
	6	6	6	6	6	30
	6	5	7	6	6	30
	6	6	6	6.5	6	30.5
	6	6	6	6	6	30
	24	23	25	30.5	30	132.5

### REVENUE HOURS

	M	T	W	TH	F	Total
				4.5	7	11.5
	5	6.5	6	6.5	6	30
	5.5	5.5	7	5	6.5	29.5
	6	6	6	6	5	29
	5	6.5	7.5	6.5		25.5
	21.5	24.5	26.5	28.5	24.5	125.5

### REVENUE MILES

	M	T	W	TH	F	S	Total
				316	259	82	657
	205	282	157	266	211	90	1211
	149	292	204	104	202	83	1034
	221	290	99	268	209	94	1181
	195	274	273	155	126	90	1113
	770	1138	733	1109	1007	439	5196

### REVENUE MILES

	M	T	W	TH	F	Total
				42	45	87
	42	48	45	42	45	222
	38	44	43	43	42	210
	49	49	44	46	45	233
	48	44	41	43	33	209
	177	185	173	216	210	961

### REVENUE MILES

	M	T	W	TH	F	Total
				39	83	122
	60	33	34	83	60	270
	58	73	60	43	45	279
	68	78	43	71	32	292
	30	86	89	56		261
	216	270	226	292	220	1224

## Staff Report

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To: Local Transportation Authority  
From: Kathy Postigo, Administrative Services Specialist      **Telephone:** (831) 637-7665  
Date: May 17, 2018  
Subject: **Third Quarter Budget Report**

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### **Recommendation:**

**RECEIVE** Local Transportation Authority FY 2016-17 Third Quarter Budget Report

### **Summary:**

The Local Transportation Authority's expenditures for the third quarter for 2017-18 were under budget. The Third Quarter Budget Report shows that expenditures were at 67.98 % and revenues were at 8.16%.

### **Financial Considerations:**

During the Third quarter, total expenditures for LTA were \$1,216,094 or 67.98% of the budget. Revenues received were at 8.16 % of the budget. No Budget Adjustment/Transfers are required for the third quarter.

### **Background:**

Staff has prepared the attached budget report for the Board to review. After each quarter the Trial Balances are reviewed and analyzed by staff for errors or corrections. Once the Trial Balances are reviewed, a budget report is prepared and analyzed by staff for budget adjustments/transfers if needed to reflect actual revenues and expenditures

The FY 2017-18 Third Quarter Budget Report, ending March 31, 2018, summarizes the quarterly expenditures and revenues. This report has the actual revenues and expenditures for the third quarter of fiscal year 2017-18. The Local Transportation Authority as a whole was under budget.

This Budget Report also includes the Public Transportation, Modernization, Improvement and Safety Enhancement Account (PTMISEA).

The Third Quarter Report of Local Transportation Authority shows expenditures for Services and Supplies as a whole close to the 75% projection for the quarter although Insurance, Marketing, Printing and Supplies are over due to yearly allocations and one time printing and marketing cost.

Revenues are low at 8.16% due to the fact that Transportation Development Act Funds are allocated at the end of the fiscal year.

**Staff Analysis:**

Staff made budget adjustments as authorized in the Purchasing/Budget policy. At this time Budget Adjustment/Transfers are not required for the Local Transportation Authority.

Staff recommends that the Board receive the FY 2017/18 Third Quarter Budget Report.

Executive Director Review: \_\_\_\_\_

Counsel Review: N/A

Attachments: 1. Local Transportation Authority FY 2017/18 Third Quarter Budget Report

**Local Transportation Authority  
Third Quarter Budget Report  
FY 2017/18**

<b>FISCAL SUMMARY</b>	<b>Budgeted FY 17/18</b>	<b>Expenses 3/31/2018</b>	<b>Balance FY 17/18</b>	<b>Projected % 75%</b>	<b>Actual %</b>
<b><u>EXPENDITURES</u></b>					
Salaries & Benefits	249,512	180,546	68,966	75%	72.36%
Services & Supplies	227,695	173,563	54,132	75%	76.23%
Contracts	1,308,192	859,452	448,740	75%	65.70%
Capital	-	-	-	75%	
Other	3,378	2,533	845	75%	74.99%
<b>TOTAL EXPENDITURES</b>	<b>\$1,788,777</b>	<b>1,216,094</b>	<b>\$572,683</b>	<b>75%</b>	<b>67.98%</b>
<b><u>REVENUES</u></b>					
Revenues	1,788,777	145,889	1,643,079	75%	8.16%
Operating Transfers	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$1,788,777</b>	<b>\$145,889</b>	<b>\$1,643,079</b>	<b>75%</b>	<b>8.16%</b>
<b>TOTAL FUND BALANCE</b>	<b>\$0</b>	<b>(\$1,070,205)</b>			
	Equip. Trf	\$0			
		(\$1,070,205)			

**Local Transportation Authority  
Third Quarter Budget Report  
FY 2017/18**

**REVENUE & EXPENDITURES**

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 17/18	3/31/2018	FY 17/18	75%	
570.001	Other Sales (Ad Space)	-	-	-	75%	
551.113	Mis (FTA 5311 Operating Assistance)	298,186	-	298,186	75%	0.00%
551.113	FTA 5310	-	-	-	75%	
551.113	FTA 5304 (SRTP & LRTP)	-	-	-	75%	
570.001	Sales of fixed assets	3,000	-	3,000	75%	0.00%
551.113	FTA 5304 (IT Tech for Safety & Eff)	-	-	-	75%	
551.113	FTA 5304 (Bus Stop Imp Plan)	-	-	-	75%	
576.012	Transfer from Trust STA&LTF	1,292,608	-	1,292,608	75%	0.00%
590.001	Transfer from PTMISEA	-	-	-	75%	
551.401	LCTOP-Inter county service exp	24,983	27,838	(2,855)	75%	111.43%
541.001	Interest	-	191	-	75%	
562.803	County Express Fares	170,000	117,859	52,141	75%	69.33%
<b>TOTAL</b>		<b>1,788,777</b>	<b>145,889</b>	<b>1,643,079</b>	<b>75%</b>	<b>8.16%</b>

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 17/18	3/31/2018	FY 17/18	75%	
<b>Personnel</b>			0			
610.101	Salaries	249,512	180,546	68,966	75%	72.36%
610.101	BS IT	-	-	-		
610.101	Bus Stop Imp.	-	-	-		
<b>Total</b>		<b>249,512</b>	<b>180,546</b>	<b>68,966</b>	<b>75%</b>	<b>72.36%</b>
<b>Services and Supplies</b>						
619.126	Magazines and Subscriptions	-	-	-	75%	
619.130	Clothing and Safety	1,400	1,001	399	75%	71.52%
619.132	Communications	1,020	851	170	75%	83.38%
619.138	Computer Maintenance	3,700	1,517	2,183	75%	41.00%
619.140	Computer Supplies	-	-	-		
619.141	Computer Software	200	-	200		0.00%
645.701	General Insurance	4,045	4,045	(0)	75%	100.00%
619.152	Maintenance of Equipment	60,000	52,851	7,149	75%	88.08%
619.154	Maintenance of Equip - Oil and Gas	140,000	109,726	30,274	75%	78.38%
619.158	Maint of Structures and Grounds	500	79	421	75%	15.80%
619.280	Marketing	520	243	277	75%	46.73%
619.166	Membership Dues	560	560	-	75%	100.00% Cal Act
619.176	Special Project Supplies	600	586	14	75%	97.62%
619.174	Supplies	450	70	380	75%	15.46%
619.172	Postage and Delivery	25	-	25	75%	0.00%
619.210	Professional Service - Legal	5,000	564	4,436	75%	11.28%
619.222	Professional Services - Other Consultants	-	-	-		
619.180	Public and Legal Notices	265	17	248	75%	6.32%
619.184	Rent Equipment	-	-	-		
619.186	Rent Structures	-	-	-		
619.188	Rent Space	-	-	-		
619.190	Small Tools	250	-	250	75%	0.00%
619.268	Special Dept Expense -	-	-	-	75%	
619.196	Travel Lodging	300	-	300	75%	0.00%
619.198	Travel Meals	150	21	129	75%	13.84%
619.194	Training	1,400	1,370	30	75%	97.86%
619.200	Travel Transportation	150	65	85	75%	43.01%
619.306	Utilities	7,160	-	7,160		0.00%
<b>Total</b>		<b>227,695</b>	<b>173,563</b>	<b>54,132</b>	<b>75%</b>	<b>76.23%</b>
<b>Contracts</b>						
619.250	Special Dept Exp (SRTP & LRTP)	-	-	-	75%	
619.250	Special Dept Expense - Contracts	1,308,192	859,452	448,740	75%	65.70%
<b>Total</b>		<b>1,308,192</b>	<b>859,452</b>	<b>448,740</b>	<b>75%</b>	<b>65.70%</b>
<b>Capital</b>						
650.302	Equipment other than Computer	-	-	-	75%	
650.301	Automobiles, Trucks, Vans	-	-	-	75%	
650.312	Depreciation Exp	-	-	-	0%	
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>75%</b>	
<b>Other</b>						
640.320	OPEB	3,378	2,533	845	25%	74.99%
640.513	Operating Transfers	-	-	-		
<b>Total</b>		<b>3,378</b>	<b>2,533</b>	<b>845</b>		<b>74.99%</b>
<b>TOTAL</b>		<b>1,788,777</b>	<b>1,216,094</b>	<b>572,683</b>	<b>75%</b>	<b>67.98%</b>

<b>JE #</b>	<b>BUDGET ADJUSTMENTS</b>	
17-18-02	Computer Maint	\$3,500
	Marketing	\$320
	Membership dues	\$40
	Special Proj. supplies	\$300
	Training	\$1,000
	Insurance	(\$320)
	Utilities	(\$4,840)



**PTMISEA ARRA Third Quarter Budget Report  
FY 2017/18**

<b>FISCAL SUMMARY</b>	<b>Budgeted FY 17/18</b>	<b>Expenses 3/31/2018</b>	<b>Balance FY 17/18</b>	<b>Projected % 75%</b>	<b>Actual %</b>
<b><u>EXPENDITURES</u></b>					
Salaries & Benefits	-	-	-		
Services & Supplies	1,445,315	24,211	1,421,104	100%	0.00%
Contracts	-	-	-		
Capital	-	-	-	75%	0.00%
Other	-	-	-	75%	
<b>TOTAL EXPENDITURES</b>	<b>\$1,445,315</b>	<b>\$24,211</b>	<b>\$1,421,104</b>	<b>75%</b>	<b>1.68%</b>
<b><u>REVENUES</u></b>					
Revenues	1,727,169	624,504	1,102,665	75%	36%
Operating Transfers	-	-	-		
<b>TOTAL REVENUE</b>	<b>\$1,727,169</b>	<b>\$624,504</b>	<b>\$1,102,665</b>	<b>75%</b>	<b>36%</b>
<b>TOTAL FUND BALANCE</b>	<b>\$281,854</b>	<b>\$600,294</b>			

# PTMISEA ARRA Third Quarter Budget Report FY 2017/18

## REVENUE & EXPENDITURES

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 17/18	3/31/2018	FY 17/18	75%	
541.001	Interest Revenue	-	2,325	(2,325)	75%	0.00%
551.401	PTMISEA	1,055,315	-	1,055,315	75%	
551.401	Misc (LCTOP	-	-	-	75%	
	Fund Balance Carry over	587,773	622,180	(34,407)	75%	0%
551.401	CTSGP - CTAF (State)	84,081	-	84,081	75%	0%
551.401	RSTP (Bus Shelters)	-	-	-	75%	0%
<b>TOTAL</b>		<b>1,727,169</b>	<b>624,504</b>	<b>1,102,665</b>	<b>75%</b>	<b>36%</b>

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 17/18	3/31/2018	FY 17/18	75%	
<b>Personnel</b>						
610.101	Salaries	-	-	-		
610.101	ARRA (Bus Shelters)	-	0	-	75%	
610.101	PTMISEA Brochures	-	-	-		0.00%
610.101	Cal-EMA (Farebox)	-	-	-		0.00%
<b>Total</b>					75%	0.00%
<b>Services and Supplies</b>						
619.126	Magazines and Subscriptions	-	-	-		
619.132	Communications	-	-	-		
619.138	Computer Maintenance	-	-	-		
619.140	Computer Supplies	-	-	-		
645.701	General Insurance	-	-	-		
619.152	Maintenance of Equipment	-	-	-		
619.154	Maintenance of Equip- Oil and Gas	-	-	-		
619.158	Maintenance of Structures & Grounds	-	-	-		
619.280	Marketing	-	-	-		
619.166	Membership Dues	-	-	-		
619.168	Office Furniture under \$700	-	-	-		
619.170	Office Equipment under \$300	-	-	-		
619.176	Special Project Supplies - Printing	-	-	-		
619.174	Supplies	-	-	-		0.00%
619.172	Postage and Delivery	-	-	-		
619.210	Legal	-	-	-		
619.222	Other Consultants	-	-	-		
619.180	Public and Legal Notices	-	-	-		
619.184	Rent Equipment	-	-	-		
619.186	Rent Structures	-	-	-		
619.188	Rent Space	-	-	-		
619.190	Small Tools	-	-	-		
619.268	Special Dept Expense -	1,445,315	24,211	1,421,104	75%	0.00%
619.196	Travel Lodging	-	-	-		
619.198	Travel Meals	-	-	-	75%	
619.194	Training	-	-	-		
619.200	Travel Transportation	-	-	-		
619.306	Utilities	-	-	-		
<b>Total</b>		<b>1,445,315</b>	<b>24,211</b>	<b>1,421,104</b>	<b>75%</b>	
<b>Contracts</b>						
623601	Special Dept Expense - Contracts	-	-	-		
<b>Total</b>						
<b>Capital</b>						
650304	Furniture & Fixtures(Bus Stop Shelters)	-	-	-	75%	
650302	Equipment other than Computer	-	-	-	75%	
650303	Computer Hardware	-	-	-	75%	
650301	Automobiles, Trucks, Vans	-	-	-		
<b>Total</b>						
<b>Other</b>						
640513	Operating Transfers	-	-	-		
690000	Interfund Trf	-	-	-	75%	
<b>TOTAL</b>		<b>1,445,315</b>	<b>24,211</b>	<b>1,421,104</b>	<b>75%</b>	<b>1.88%</b>

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: May 17, 2018  
Subject: Token Transit Pilot Program Terms of Service

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### Recommendation:

1. **APPROVE** the Stripe Services Agreement and Stripe Connected Account Agreement Required to Implement the Token Transit Pilot Program; and
2. **AUTHORIZE** the San Benito County Treasurer to Agree to the Terms of Services of Stripe Connect for and On Behalf of the San Benito County Local Transportation Authority.

### Summary:

Staff is requesting authorization from the Local Transportation Authority (LTA) Board for the Executive Director and/or agency agents to agree to the terms of service required to implement the Token Transit one-year pilot program to offer a mobile ticketing fare option for County Express riders. When working through on-boarding steps to implement the project, it was determined that LTA must agree to terms of service for the third-party financial service, Stripe Connect.

### Financial Considerations:

To cover costs including credit card processing fees, Token Transit charges 10% of the final transaction value for each fare purchased through their app over \$2.00. For all transactions less than \$2.00, the fee is \$.06 + 7%. LTA will not incur any costs for app development, software updates, marketing asset designs, and basic data reporting and integration.

In analyzing the feasibility of working with Token Transit to offer mobile ticketing for County Express transit service, staff calculated the anticipated cost over the length of the one-year pilot. Using the amount of fare collected in Fiscal Year 2016-17 as the base and assuming a range of fares purchased through the app between 10% to 50% of total fares, staff projects the service will cost between \$1,540 to \$7,700 at the Token Transit 10% service rate.

### Background:

With advancements in mobile technology, many transit agencies are turning to mobile ticketing as a fare option. LTA regularly receives feedback from County Express riders regarding the ability to buy fare media online, the ability to pay fares electronically, and having more places to buy fare media, which the fare option of mobile ticketing can help address. In December 2017, staff

received approval from the LTA Board to complete a one-year pilot program with Token Transit, a turnkey software-as-a-service mobile ticketing app.

**Staff Analysis:**

As staff has begun to work through the on-boarding steps to implement the Token Transit pilot program, it was determined that LTA must agree to terms of service for the third-party financial service, Stripe Connect, a secure payment service that enables users of websites to accept credit card payments. Some notable users of Stripe Connect include Lyft, Instacart, GoFundMe, and OpenTable. Staff is requesting authorization from the Board for the Executive Director and/or agency agents to agree to the terms of service for Stripe Connect, as required to proceed with the Token Transit pilot program.

Executive Director Review: \_\_\_\_\_

Counsel Review: Yes

Attachments: Stripe Services Agreement  
Stripe Connected Account Agreement

# Stripe Services Agreement — United States

Last Updated: October 24, 2017.

Welcome to Stripe.

This Stripe Services Agreement ("Agreement") is a legal agreement between Stripe, Inc. ("Stripe", "us", or "we") and the entity or person ("you", "your", or "user") who registered on the Stripe Account page to receive certain payment processing, data, technology and analytics services, and other business services that may be offered by Stripe and its affiliates (each, a "Service"). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please [contact us](#) before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

## Section A: General Terms

### 1. Overview of this Agreement

This Agreement provides a general description of the Services that Stripe may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your "Customers"). We provide you with a more detailed description of the Services through published software libraries and application programming interfaces that may be used to access the Services (the "API") and additional resources we make available to you on our website.

Before using the Services, you must register with Stripe and create an account (a "Stripe Account").

[Section A](#) describes the process of registering for and using your Stripe Account.

[Section B](#) describes your use of the API and the Services.

[Section C](#) describes the Payment Processing Services, which are one type of Service provided by Stripe.

Section D describes proper handling, management, and use of data generated during your use of the Services, including your Customers' data.

Finally, Section E describes your liability to Stripe for all losses connected with your Stripe Account, your agreement to resolve all disputes with Stripe by arbitration and not in a lawsuit, and other legal terms that apply to you.

## 2. Your Stripe Account

**a. Registration and Permitted Activities:** Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in the United States are eligible to apply for a Stripe Account to use the Services described in this Agreement. Stripe and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Stripe Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, address, email, phone number, tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Stripe Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your Stripe Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Processing Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Processing Services to facilitate Transactions (as defined below) with your Customers. You may not use Payment Processing Services to send money to others, to conduct any personal transactions, or for any other purposes prohibited by this Agreement.

**b. Business Representative:** You and your Representative individually affirm to Stripe that your Representative is authorized to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Stripe, neither you nor your Representative may register or attempt to register for a Stripe Account on behalf of a user Stripe previously terminated from use of the Services.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.

The following special requirements apply in relation to persons that are not at least 18 years old. If you are an individual or sole proprietor, and you are not at least 18 years old, but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not at least 18 years old, but the individual is 13 years old or older, your Representative must either obtain the consent of your board or of an authorized officer. Any such approving board, authorized officer, parent, or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself. **You may not use the Services if you are under 13 years of age.**

**c. Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, its beneficial owners or principals. If you use Payment Processing Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement, or require you to provide a personal or company guarantee. Your failure to provide this information or material may result in suspension or termination of your Stripe Account.

You authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Stripe Account. Stripe may periodically update this information as part of our underwriting criteria and risk analysis procedures.

**d. Changes to Your Business, Keeping your Stripe Account Current:** You agree to keep the information in your Stripe Account current. You must promptly update your Stripe Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Stripe Account or terminate this Agreement if you fail to keep this information current. You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a "Bankruptcy Proceeding"); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change

in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

### 3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Stripe is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

Stripe provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

### 4. Fees and Fines

Stripe will provide the Services to you at the rates and for the fees ("Fees") described on the [Pricing](#) page, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Stripe Account (such as handling a disputed charge). We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Stripe Account on you or Stripe by Stripe or any Payment Method Provider or Payment Method Acquirer (each as defined in [Section C](#)) resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider's rules and regulations.

You are also obligated to pay all taxes, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.



## 5. Services and Stripe Account Support

We will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of Stripe's [support pages](#), [API documentation](#), and other pages on our [website](#) (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please [contact us](#).

You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

## 6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

We may send documents to you and tax authorities for Transactions processed using the Services. Specifically, pursuant to applicable Law (including the Internal Revenue Code), we may be required to file periodic informational return with taxing authorities in relation to your use of the Services. If you use Payment Processing Services, you acknowledge that we will report the total amount of payments you receive each calendar year as required by the Internal Revenue Service. We also may, but are not obliged to, electronically send you tax-related information (including, when you provide us your tax identification number, a Form 1099-K).

## 7. Service Requirements, Limitations and Restrictions

**a. Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services,

notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

**b. Prohibited Businesses and Activities:** You may not use the Services to enable any person (including you) to benefit any activities Stripe has identified as a prohibited business or activity (collectively, "Prohibited Businesses"). Prohibited Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC).

Please review the list of Prohibited Businesses thoroughly before registering for and opening a Stripe Account. If you are uncertain whether a category of business or activity is prohibited or have questions about how these restrictions apply to you, please contact us. We may add to or update the Prohibited Business List at any time.

**c. Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Stripe systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

## 8. Suspicion of Unauthorized or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Stripe; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, Stripe, or others to risks unacceptable to Stripe. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Stripe Account, your Customers, and Transactions made through your use of the Services.

## 9. Disclosures and Notices; Electronic Signature Consent

**a. Consent to Electronic Disclosures and Notices:** By registering for a Stripe Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and

notices from Stripe ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

**b. Methods of Delivery:** You agree that Stripe can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Stripe Account. Notices may include notifications about your Stripe Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

**c. SMS and Text Messages:** You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Stripe Account (such as through two-step verification), and to provide you with other critical information about your Stripe Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your Stripe Account and may increase the risk of loss to your business.

**d. Requirements for Delivery:** It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please [contact us](#) and we can find another means of delivery.

**e. Withdrawing Consent:** Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Stripe Account.

## 10. Termination

**a. Term and Termination:** This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Stripe. You may terminate this Agreement by closing your Stripe Account at any time by opening [the data tab in your account settings](#), selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Stripe Account, you are consenting to this Agreement. We may terminate this Agreement or close your Stripe Account at any time for any reason by providing you Notice. We may suspend your Stripe Account and your ability to access funds in your Stripe Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Stripe Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this

Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement.

**b. Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all Stripe and payment network logos from your website (unless permitted under a separate license with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with [Section C](#).

In addition, upon termination you understand and agree that (i) all licenses granted to you by Stripe under this Agreement will end; (ii) subject to [Section D.5](#), we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

## Section B: Stripe Technology

### 1. API and Dashboard

Stripe has developed and provides access to the API that may be used to access the Services. You may use the API solely as described in the Documentation to use the Services on websites and through the applications identified in your Stripe Account. You may manage your Stripe Account, connect with other service providers, and enable additional features through the Stripe [management dashboard](#) ("Dashboard").

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Stripe Account. You are responsible for securing your secret keys – do not publish or share them with any unauthorized persons. Failure to secure your secret keys will increase the likelihood of fraud on your Stripe Account and potential losses to you or your Customers. You should contact us immediately if you become aware

of any unauthorized use of your secret key or any other breach of security regarding the Services. We provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your Stripe Account is available in [Section D](#).

## 2. Ownership of Stripe IP

Stripe and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, "Stripe IP") or any copies thereof. Stripe IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in Stripe IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Stripe has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

## 3. License

You are granted a nonexclusive and nontransferable license to electronically access and use the Stripe IP only in the manner described in this Agreement. Stripe does not sell to you, and you do not have the right to sublicense the Stripe IP. We may make updates to the Stripe IP or new Services available to you automatically as electronically published by Stripe, but we may require action on your part before you may use the Stripe IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Stripe may revoke or terminate this licence at any time if you use Stripe IP in a manner prohibited by this Agreement.

You may not: (i) claim or register ownership of Stripe IP on your behalf or on behalf of others; (ii) sublicense any rights in Stripe IP granted by us; (iii) import or export any Stripe IP to a person or country in violation of any country's export control Laws; (iv) use Stripe IP in a manner that violates this Agreement or Laws; or (v) attempt to do any of the foregoing.

## 4. Stripe Marks; References to Our Relationship

We may make certain Stripe logos or marks ("Stripe Marks") available for use by you and other users to allow you to identify Stripe as a service provider. To use Stripe Marks, you must first agree to the [Stripe Marks Usage Agreement](#). Stripe may limit or revoke your ability to use Stripe Marks at any time. You may never use any Stripe

Marks or Stripe IP consisting of trademarks or service marks without our express permission, or in a manner that may lead people to confuse the origin of your products or services with ours.

During the term of this Agreement, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Stripe user. If you do not want us to identify you as a user, please [contact us](#). Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Stripe. Upon termination of your Stripe Account, both you and Stripe will remove any public references to our relationship from our respective websites.

## 5. Content

You may use the Services to upload or publish text, images, and other content (collectively, "Content") to your Stripe Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licenses to upload or publish any such Content using the Services. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes the intellectual property, privacy, or other proprietary rights of others.

## 6. Additional Services

**a. Stripe Connect:** The terms in this section only apply if you choose to connect your Stripe Account to a platform provider (each a "Platform") using the Stripe Connect service.

Stripe Connect allows Platforms to help you administer your Stripe Account and provide additional services directly to you or your Customers. You can connect your Stripe Account to Platforms when you register for your Stripe Account, or through the Dashboard. To use Stripe Connect, you must also agree to the [Stripe Connected Account Agreement](#). When you connect your Stripe Account to a Platform, you authorize Stripe to permit the Platform to: (i) access your Stripe Account and any Data (as defined in [Section D](#)) contained in your Stripe Account; (ii) assist you with creating and managing Transactions with your Customers; and (iii) deduct amounts (for example, fees for use of the Platform) from funds payable to you from Transactions occurring in connection with the Platform ("Platform Fees"). You must separately agree with the Platform to pay any Platform Fees, and any Platform Fees will be in addition to Fees.

Once you have authorized a Platform to connect to your Stripe Account, the Platform will continue to have access to your Stripe Account and will be authorized to perform the functions described in the Stripe Connected Account Agreement until you specifically withdraw your authorization by changing the Stripe Connect settings in the Dashboard.

**b. Stripe Relay:** The terms in this section only apply if you choose to publish or accept Transactions through your Stripe Account using Stripe Relay.

You may publish product and service descriptions, SKUs, prices, inventory, images and other information describing your products or services and their variations (collectively, "Product Data") to online, mobile, off-site or affiliate channels ("Apps") using Stripe Relay. Stripe Relay also allows you to accept Transactions from your Customers through the Apps, and enables you to manage inventory and purchase information for such Transactions. As used in this section, "Order Data" means the Data (as defined in [Section D](#)) transmitted using your systems or systems you control, for the purpose of initiating or completing a Transaction, and which includes Product Data.

We may provide Product Data through the Dashboard to the Apps connected to your Stripe Account, and the connected Apps may publish Product Data publicly as you provided it to us through Stripe Relay. You are solely responsible for obtaining the appropriate rights to publish Product Data through the Apps, and for the accuracy or inaccuracy of any pricing, inventory information, facts, or statements – even those made erroneously – contained in Product Data. You grant Stripe a worldwide, royalty-free, nontransferable license to: (i) publish Product Data through the Apps you have connected your Stripe Account to; (ii) receive and transmit Order Data to you; (iii) use any trademarks, service marks, or Personal Data (as defined in [Section D](#)) contained in Product Data or Order Data to the extent required to perform either (i) or (ii); and (iv) authorize Stripe to sublicense such rights to Apps to facilitate your use of Stripe Relay. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that result from your use of Order Data or publication of Product Data through the Apps.

You affirm that you will not knowingly publish any false or misleading Product Data, or use Stripe Relay to sell or attempt to sell any illegal products or services through the Apps, and that you are solely responsible for production, fulfillment, shipping, and provision of any ancillary services related to Transactions you receive through your use of Stripe Relay.

**c. Other Services:** From time to time we may offer you additional features or services that may be subject to additional or different terms of service. Examples of additional services are [Stripe Radar](#) and [Stripe Sigma](#). All such additional features and services form part of the Services, and you may not use these additional services unless you agree to the applicable agreement or terms (if any) for those services.

We may also provide you access to services identified as "beta" or pre-release services. You understand that these services are still in development, may contain bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. We provide beta services AS IS, and without warranty of any kind, and your use of, or reliance on beta services is at your own risk.

## Section C: Payment Processing Services

### 1. Payment Processing Services Overview

Stripe works with various Stripe affiliates, Payment Method Providers and Payment Method Acquirers to provide you with access to the Payment Methods and Payment Processing Services. Where the Payment Processing Services enable you to submit Charges (as defined below), we may limit or refuse to process Charges for any Prohibited Businesses, or for Charges submitted in violation of this Agreement.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. For example, Visa and Mastercard require you to enter into an agreement with the Payment Method Acquirer for Visa and Mastercard Transactions. The Payment Method Acquirer for Visa and Mastercard Transactions is Wells Fargo, and you may not submit Visa and Mastercard Charges without first agreeing to the Wells Fargo Financial Services Terms. See Section C.5 and Sections C.6 below for more detail.

The following terms used in this Agreement relate to your use of Payment Processing Services:

“Charge” means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

“Dispute” means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network; and disputes on the Automated Clearinghouse (ACH) network).

“Fine” means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

“Payment Method Rules” means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by Stripe (including the payment card network operating rules (“Network Rules”) for the Visa, Mastercard, Discover and American Express networks; and the NACHA operating rules that apply to the ACH network).

“Payment Method” means a type of payment method that Stripe accepts as part of the Payment Processing Services, such as credit card, debit card, and ACH.

“Payment Method Acquirer” means a financial institution that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider.



“Payment Method Provider” means the provider of a Payment Method, such as Visa, Mastercard, Discover, and American Express.

“Payment Processing Services” are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

“Refund” means an instruction initiated by you to return funds to a Customer for an existing Charge.

“Return” means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

“Reversal” means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

## 2. Registering for Use of Payment Processing Services

When you register for a Stripe Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Stripe Account. Throughout the term of this Agreement, we may share information about your Stripe Account with Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use the Payment Processing Services, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We will review and may conduct further intermittent reviews of your Stripe Account information to determine that you are eligible to use the Payment Processing Services. Stripe’s use of the information you provide to us under this Agreement is described in more detail in [Section D](#).

Stripe is not a bank and we do not accept deposits, provide loans or extend credit. If you accept payment for products or services (including events such as concerts or other performances) not immediately deliverable to the Customer (a “Preorder”), we may, in our sole discretion, initiate Reversals or hold [Reserves](#) for all or a portion of the Charges processed by us for a Preorder. If you would like to receive payment for a Preorder, please [contact us](#) before doing so.

## 3. Processing Transactions; Disputes, Refunds, Reversals

You may only submit Charges through the Payment Processing Services that are authorized by your Customers. To enable us to process Transactions for you, you authorize and direct us, our affiliates, the Payment Method

Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through the Payment Processing Services. You may not, other than as required by the Financial Services Terms or Payment Terms (each as defined below), grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account (as defined below). You appoint Stripe and Stripe Payments Company as your agents for the limited purpose of directing, receiving, holding and settling such proceeds. You agree that Stripe's or Stripe Payment Company's receipt of such proceeds satisfies the relevant end-customer's obligations to make payments to you. We will promptly update your Stripe Account balance to reflect any such proceeds that we receive on your behalf.

Except where Stripe and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a Dispute. Stripe is not responsible for or liable to you for authorized and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorization or in error, or violate any Laws.

You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your Stripe Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Payment Method Providers and Payment Method Acquirers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, your Stripe Account will, subject to our exercise of our rights under Section C.9 below, be credited with the funds associated with the Charge that is the subject of the Dispute (or a portion thereof). You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.

Please keep in mind that, as explained in Section D.3, you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Stripe does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorization or in connection with a Prohibited Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you Notice and a description of the cause of the Reversal.

## 4. Responsibilities and Disclosures to Your Customers

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Processing Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Stripe and its affiliates process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a fair and neutral return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

You may use some Payment Processing Services to receive recurring or subscription payments from your Customers. If you use the Payment Processing Services to submit these recurring or subscription Charges, you agree to comply with applicable Laws, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair, deceptive, or abusive acts or practices ("UDAAP").

## 5. Payment Terms and Financial Services Terms

Your use of the Payment Processing Services is subject to additional terms that apply between you and one or more of Stripe, a Stripe affiliate, and a Payment Method Provider. When these additional terms relate to a specific Payment Method they are "Payment Terms", and when they relate to specific Payment Processing Services they are "Financial Services Terms". By using the Payment Processing Services, you agree to the applicable Payment Terms and Financial Services Terms (as set out on our [legal page](#)), including those that separately bind you with our affiliates, Payment Method Providers and/or Payment Method Acquirers. Additionally, a Payment Method Provider may enforce the terms of this Agreement directly against you.

We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The Payment Terms and Financial Services Terms may also be amended from time to time. Your continuing use of the Payment Processing Services constitutes your consent and agreement to such additions, removals and amendments.

## 6. Specific Payment Methods

**a. Payment Cards:** When accepting payment card payments, you must comply with all applicable Network Rules, including the Network Rules specified by the Visa Rules and Regulations specified by Visa U.S.A., Inc. and Visa International ("Visa"), the Mastercard Rules specified by MasterCard International Incorporated ("Mastercard"), the American Express Merchant Operating Guide specified by American Express, and the Discover Network Rules (please contact Discover for a copy) specified by Discover Financial Services, LLC ("Discover"). Collectively, Visa, Mastercard, American Express and Discover are referred to in this Agreement as the "Networks".

In addition, for Visa, Mastercard and Discover Transactions, Visa, Mastercard and Discover require that you enter into a direct contractual relationship with Wells Fargo, the Payment Method Acquirer for these types of Transactions, as described in the Wells Fargo Financial Services Terms.

The Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and Stripe reserves the right to change the Payment Processing Services at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as "chargebacks") when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorize the Charge. High Dispute rates (typically those exceeding 1%) may result in your inability to use the Payment Processing Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) accepting cash, its equivalent, or any other item of value for a Refund, (iii) acting as a payment intermediary or aggregator, or otherwise reselling Payment

Processing Services on behalf of others, (iv) submitting what you believe or know to be a fraudulent Charge, or (v) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If you misuse the Payment Processing Services for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your Stripe Account, to the MATCH terminated merchant listing maintained by Mastercard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your Stripe Account due to the misuse or damaging activity that caused us to make the report.

**b. Automated Clearinghouse (ACH):** The ACH network is controlled and managed by the National Automated Clearinghouse Association (NACHA) and its member organizations. Where submitting Charges over the ACH network, you are required to comply with the [NACHA Operating Rules](#). NACHA may amend the NACHA Operating Rules at any time, and we may amend this Agreement or make changes to the Payment Processing Services as necessary to comply with the NACHA Operating Rules.

You understand and accept your role as the Originator (as defined in the NACHA Operating Rules). You agree to obtain your Customer's consent to debit or credit their bank account and initiate a Charge over the ACH network. Such consent must be in a form and manner that complies with the NACHA Operating Rules and the Documentation for ACH Transactions. As with other Payment Processing Services, you may not, and may not attempt to send or receive funds to or from a person, entity, or state where such Transactions are prohibited by applicable Law. You also agree to maintain the security and integrity of all information you collect as part of an ACH Transaction.

Any Disputes or unauthorized Charges using the ACH network may result in you becoming unable to accept ACH payments.

**c. Money transmission.** Certain services offered as part of the Services are money transmission within the meaning of Laws that apply to those Services. To the extent that your use of the Services is money transmission or similarly regulated services, those Services are provided to you by Stripe Payments Company, and not by Stripe, Inc. Please review the [Stripe Payments Company Terms](#) carefully, as those are the Financial Services Terms applicable to the Services provided by Stripe Payments Company.

**d. American Express conversion.** If your American Express Transaction volume exceeds a threshold amount set by American Express, American Express may convert you to a direct American Express merchant, which means that your acceptance of American Express Transactions will be governed by American Express' then-current Card Acceptance Agreement, and your pricing and other fees for the acceptance of American Express Transactions will be directly agreed between you and American Express. In the event of such conversion, your relationship with Stripe will not be otherwise affected, and Stripe will continue to process your American Express Transactions in accordance with this Agreement.

## 7. Settlement and Payout Schedule

**a. Settlement to Your Payout Account:** Stripe will, with its banking partners, arrange to settle funds to the bank or other financial institution account that you designate in the Dashboard (your "Payout Account"). A positive balance in your Stripe Account will result in settlement to your Payout Account and a negative balance in your Stripe Account will result in a deduction, set-off and/or debit of the amounts owed in accordance with Section C.9 below. We may reduce the amount settled to your Payout Account by the amount of Fees, Fines, and amounts owed to us for any reason. You affirm that you are authorized to initiate settlements to and debits from the Payout Account. If a settlement or debit is processed via ACH, you acknowledge that the NACHA Operating Rules will apply to the settlement or debit, and you agree to be bound by these rules.

We may offer you the ability to have funds settled to your Payout Account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing"). To use this service, you must provide us with a valid Payout Account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of the Charge (for example, through the API), the conversion rate that will apply to the Charge. If you Refund a Charge, the conversion rate that will apply will be the rate in effect at the time of the Refund, not the Charge. By submitting a Charge or Refund you will be deemed to have accepted the applicable conversion rate. You may choose not to use the Multi-Currency Processing service at any time. You may also change the Payout Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent Charges.

**b. Payout Schedule:** The term "Payout Schedule" refers to the time it takes for us to initiate settlement to your Payout Account. Your Payout Schedule is specified in the Dashboard. Stripe may require a holding period before making initial settlement to the Payout Account. After the initial settlement of funds, we will settle funds to the Payout Account according to the Payout Schedule; however, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for

any reason. We are not responsible for any action taken by the institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend settlement to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Stripe Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

**c. Incorrect Settlement:** The information required for settlement will depend on the financial institution holding the Payout Account. Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

## 8. Clearing Funds and Reserves

All funds resulting from Charges are held in pooled clearing accounts (the "Clearing Accounts") with our banking partners. We will settle funds to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts, you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts.

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a "Reserve"). We may impose a Reserve on you for any reason if we determine that the risk of loss to Stripe, Customers, or others associated with your Stripe Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers' activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Stripe Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Processing Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Stripe Account, if required to do so by Payment Method Providers or Payment Method Acquirers, or for any other reason. We may fund the Reserve with funds processed

through your use of Payment Processing Services, by debiting the Payout Account or another bank account associated with your Stripe Account, or by requesting funds directly from you.

To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one. If you are concerned that we will impose a Reserve on you due to the nature of your business activities, please [contact us](#) before using the Services.

## 9. Security Interests, Collection, and Set-Off Rights

**a. Security Interests:** You grant us a lien and security interest in all funds for Transactions that we process for you, including funds that we deposit into your Payout Accounts, as well as funds held in any other bank accounts to which such Transaction funds are deposited or transferred. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Stripe Account (including your Payout Accounts). Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds (such as the filing of a form UCC-1).

**b. Collection and Set-Off Rights:** You agree to pay all amounts owed to us and to our affiliates on demand. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost. Where possible, we will first attempt to collect or set-off amounts owed to us and to our affiliates from balances in your Stripe Accounts from your use of the Payment Processing Services or from funds that we hold in Reserve. However, we may collect any amounts you owe us under this Agreement by deducting or setting-off amounts that you owe from the Stripe account balance (or debiting the payout account for such Stripe account) for any Stripe account that we determine, acting reasonably, is associated with your Stripe Account. Similarly, we may deduct or set-off amounts from your Stripe Account balance (or debit your Payout Accounts) in order to collect amounts owed to us in relation to such associated Stripe accounts.

In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

## 10. Reconciliation and Error Notification



The Dashboard contains details of Charges, Charge history, and other activity on your Stripe Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Processing Services with your records of Customer Transactions, and for identifying any Transaction errors. You agree to review your Stripe Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Stripe or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, you should be aware that your ability to recover funds you have lost due to a Transaction error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payout Account. We will work with you and our Payment Method Providers to correct a Transaction error in accordance with the applicable Payment Method Rules; however, if you fail to communicate a Transaction error to us for our review without undue delay and, in any event, within 60 days after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Payment Method Providers for any amounts associated with the Transaction error.

## 11. Dormant Accounts

If you leave any funds dormant in a Stripe Account and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you, we will treat the funds in your Stripe Account to be abandoned, and will deliver them to the appropriate government authority (such as the California Controller's Office).

## Section D: Data Usage, Privacy, and Security

### 1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Stripe by you or your Customers, or received or accessed by you through your use of the Services:

"Payment Account Details" means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder's account number, card expiration date, and CVV2.

"Payment Data" means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information specifically regulated by Laws and Payment Method Rules,

and any other information used with the Payment Processing Services to complete a Transaction.

“Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“Stripe Data” means details of the API transactions over Stripe infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Stripe or the Services.

“User Data” means information that describes your business and its operations, your products or services, and orders placed by Customers.

The term “Data” used without a modifier means all Personal Data, User Data, Payment Data, and Stripe Data.

Stripe processes, analyzes, and manages Data to: (a) provide Services to you, other Stripe users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Stripe; and (c) analyze, develop and improve our products, systems, and tools. Stripe provides Data to third-party service providers, including Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to Stripe’s affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Stripe’s use of Data for the purposes and in a manner consistent with this [Section D](#).

## 2. Data Protection and Privacy

**a. Confidentiality:** Stripe will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.

**b. Privacy:** Protection of Personal Data is very important to us. Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to review the terms of our Privacy Policy, which we update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Stripe – or allow Stripe to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to

collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Stripe processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer's Personal Data from your Stripe Account when requested to do so by the Customer.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

**c. PCI Compliance:** If you use Payment Processing Services to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). Stripe provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Processing Services. You can find more information about implementing Stripe in a manner compliant with the PCI Standards in our [Documentation](#). You will promptly provide us with documentation demonstrating your compliance with the PCI Standards upon our request. If you elect to store or hold "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that is compliant with the PCI Standards.

If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and notify us of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).

### 3. Security and Fraud Controls

**a. Stripe's Security:** Stripe is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Stripe with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your

specific requirements. In our sole discretion, we may take any action, including suspension of your Stripe Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions we may take to prevent such harm.

**b. Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your Stripe Account or terminate this Agreement.

**c. Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls ("Security Controls") appropriate to mitigate your exposure to security incidents. We may provide Security Controls as part of the Services, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls [on our website](#).

**d. Fraud Risk:** While we may provide or suggest Security Controls, we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Stripe, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorized use or modification of your Stripe Account. Stripe is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of your Stripe Account, unless such losses result from Stripe's willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of

identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

## 4. Your Use of Data with Stripe Connect and Stripe Relay

When using Stripe Connect or Stripe Relay, you will have the ability to connect your Stripe Account with a Platform or App. Connected Platforms and Apps may take certain actions on your behalf and access Data available through your Stripe Account, including some User Data. By using Stripe Connect or Stripe Relay, you authorize Stripe to share Data with any Platform or App that you connect with your Stripe Account through the Dashboard or the API. You also understand that at any point you may disallow any such sharing by removing the Platform or App from your Stripe Account. You waive your right to bring any claims against Stripe for losses you incur that arise from any actions or use of Data by any Platform or App connected to your Stripe Account, and you will fully reimburse us for any losses we incur that result from your actions or use of such Data by any Platform or App.

## 5. Provision of Payment Account Details upon Termination

For 30 days after termination of your Stripe Account, you may request in writing that we provide to an alternative payment services provider the Payment Account Details regarding Transactions between you and your Customers that you are entitled to receive. We may require you to provide evidence that the alternative payment services provider has appropriate systems and controls as a precondition to the provision of any Payment Account Details. In addition, for Payment Account Details regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified. Our obligation to comply with a request under this section is limited to the extent commercially reasonable, and we may delay or refuse any request if we believe the payment services provider you have identified does not have systems or controls in place that are sufficient to protect Payment Account Details, that the integrity of Payment Account Details may be compromised, or if Laws or Payment Method Rules prohibit us from providing the Payment Account Details.

## Section E: Additional Legal Terms

### 1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or any other website we maintain or own. We may provide you with Notice of any changes through the Dashboard, via email, or through other means. Your use of the Services, API, or Data after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current

terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the "Last Updated" date at the top of the Agreement.

## 2. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your Stripe Account to others without our prior written consent. If you wish to make such an assignment, please [contact us](#). If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Stripe may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

## 3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers and Payment Methods Acquirers.

## 4. No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider, is an independent contractor. Unless a Payment Method Provider expressly agrees, neither you nor we have the ability to bind a Payment Method Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no

longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

## 5. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

## 6. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Stripe, our affiliates, and their respective employees, agents, and service providers (each a "Stripe Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Stripe Entity, and you agree to fully reimburse the Stripe Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Payment Processing Services; (iii) negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

**Important Note for Sole Proprietors:** If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

## 7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any

Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

## 8. No Warranties

WE PROVIDE THE SERVICES AND STRIPE IP "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY STRIPE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES – WHETHER FROM STRIPE OR ANOTHER STRIPE ENTITY, AND WHETHER ORAL OR WRITTEN – CREATES OR IMPLIES ANY WARRANTY FROM A STRIPE ENTITY TO YOU.

YOU AFFIRM THAT NO STRIPE ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT PROCESSING SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION.

THE STRIPE ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT STRIPE WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE STRIPE ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.



## 9. Limitation of Liability

Under no circumstances will any Stripe Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Stripe Entities have been advised of the possibility of such damages. The Stripe Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The Stripe Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorized access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Stripe Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Stripe during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

We provide the Services from facilities in the United States. We do not claim, and we cannot guarantee that Services we provide from the United States are or will be appropriate or available for any other location or jurisdiction, comply with the Laws of any other location or jurisdiction, or comply with Laws governing export, import, or foreign use.

## 10. Responding to Legal Process

Stripe may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any Payment Method Provider (including, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Stripe is not responsible for any

losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

## 11. Dispute Resolution; Agreement to Arbitrate

**a. Binding Arbitration:** In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (which such dispute will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by arbitration in San Francisco, California before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of California, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the Northern District of California to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

**b. Service of Process:** Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

**c. Class Waiver:** To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual

basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

**d. Provision of an Award:** Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

**e. Fees:** Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

**f. Confidentiality:** The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

**g. Conflict of Rules:** In the case of a conflict between the provisions of this Section E.11.g and the rules governing arbitration identified in Section E.11.a, the provisions of this Section E.11.g will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

## 12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Stripe for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Stripe, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with

respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

### 13. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

### 14. Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including Sections A.3 ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Requirements, Limitations and Restrictions"), A.8 ("Suspicion of Unauthorized or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Stripe IP"), C.6 ("Specific Payment Methods"), C.7 ("Settlement and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Your Use of Data with Stripe Connect and Stripe Relay"), D.5 ("Provision of Payment Account Details upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9 ("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), E.13 ("Cumulative Rights, Construction, Waiver") and E.14 ("Survival"); and any related terms in the Agreement.

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
*Shirley L. Murphy* 5/10/18  
DEPUTY COUNTY COUNSEL DATE

# Stripe Connected Account Agreement

Last Updated: May 25, 2017

Thank you for using [Stripe Connect](#). This agreement governs your use of Stripe Connect, and describes how you and your third-party platform provider(s) may use Stripe Connect to enable you to use Stripe's services, which includes the ability to accept payments for goods or services, or receive charitable donations, as well as other related services.

## Stripe Connected Account Agreement

This Stripe Connected Account Agreement ("Connected Account Agreement") is an agreement between Stripe and you, being the person or legal entity (including sole proprietors) identified to Stripe as the owner of the Stripe Account that is to be integrated with third-party platform providers that use Stripe Connect ("Connect Platforms"). You expressly agree to the terms and conditions of this Connected Account Agreement, the [Stripe Services Agreement](#), and any updates or modifications to either of those documents made from time to time by Stripe.

We use a number of defined terms in this Connected Account Agreement. The products and services that you receive from a Connect Platform, regardless of whether or not fees are charged, are referred to as "Platform Services". Examples of Platform Services that a Connect Platform may agree to provide are web development or hosting services, customer service, processing of refunds, and the handling of consumer complaints. Your agreement with a Connect Platform for the provision of the Platform Services is "Your Platform Agreement". Actions submitted by you or on your behalf using Stripe Connect are referred to as "Activity", and this includes the communication of information about Transactions (including Charges) and Refunds, adjustments, the handling of Disputes (including chargebacks), as well as other features as described in the [Stripe Connect documentation](#), and "Your Data" refers to data about you, Activity on your Stripe Account, and your Transactions. For other capitalized terms not defined in this Connected Account Agreement (either in-line or by hyperlink), the applicable definitions are set out in the Stripe Services Agreement.

You represent to Stripe that all of the information that you provide to us directly or through a Connect Platform is accurate and complete, and that you are authorized to agree to this Connected Account Agreement.

## 1. Relationship to Other Agreements

Please read this Connected Account Agreement carefully. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to your use of Stripe Connect, this Connected Account Agreement will prevail.

## 2. Stripe Connect — Your Stripe Account

Stripe Connect allows Connect Platforms to help you use the Services, which may include the ability for you to receive payments for goods and services, or to receive charitable or campaign donations. A Connect Platform may help you to create your Stripe Account, or to integrate your existing Stripe Account with the Connect Platform. A Connect Platform may also conduct Activity on your behalf, provided that it does so in accordance with Your Platform Agreement. You should read Your Platform Agreement carefully in order to understand the nature of the Platform Services and the Activity that a Connect Platform may conduct on your behalf. Stripe is not a Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

## 3. Your Obligations

You are solely responsible for, and Stripe disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Services, and any obligations you may owe to your customers or users. While you may agree to share some liability with a Connect Platform, you are always financially liable to Stripe for Disputes (including chargebacks), Refunds, and any fines that arise from your use of the Services. These obligations are described in more detail in [Section C of the Stripe Services Agreement](#).

Depending on the Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If such access is made available to you, you are responsible for all actions taken on your Stripe Account through the Stripe dashboard, including the initiation of Refunds or changing of depository bank information.

Depending on your location, a Connect Platform may allow you to receive payment processing proceeds via settlement into a bank account connected to your debit card ("Instant Payout"). Your Connect Platform should let you know if there is a fee associated with your use of Instant Payouts. When Instant Payouts is used, Stripe will attempt to settle payment processing proceeds within minutes of receiving the payout request. Depending on your bank, it may take up to two business days for your payment processing proceeds to settle via Instant Payouts. Stripe and your Connect Platform reserve the right to change or suspend Instant Payouts to you at any time, including (a) due to pending, anticipated, or excessive Disputes, Chargebacks, Refunds, or Reversals; (b) in

the event of suspected or actual fraudulent, illegal or other malicious activity; or (c) where we are required by Law or court order.

## 4. Relationship to Connect Platforms

You understand and agree that Connect Platforms and Stripe may share Your Data in order to facilitate your use of Stripe Connect or the Platform Services. Where Stripe receives Your Data from Connect Platforms, Stripe may use the Data in accordance with the Stripe Services Agreement and the [Stripe Privacy Policy](#).

The pricing for your use of the Services with a Connect Platform will depend on your agreement with the Connect Platform. Stripe does not control and is not responsible for Connect Platform fees charged to you, which should be made clear to you in Your Platform Agreement. Stripe's [standard fees](#) for the Services are posted on our web site, although Stripe may have agreed fees with a Connect Platform that are different from these amounts. Stripe's fees will either be disclosed to you separately, or will be consolidated with the fees for the Platform Services. Stripe will have the right to deduct from your Stripe Account balance both Stripe's fees for Services and the Platform Services fees specified to us by the Connect Platform. If your Stripe Account balance becomes negative, you authorize Stripe to debit the amount owed from your Payout Account. If you believe that fees have been incorrectly deducted, or that your Connect Platform has not properly disclosed its fees to you, please [contact us](#).

## 5. Limitations on Stripe's Liability

Stripe is not responsible for the acts or omissions of any Connect Platform in providing services to you or your customers, or for any non-compliance by a Connect Platform with the terms of Your Platform Agreement. Stripe is also not responsible for your obligations to your customers (including to properly describe and deliver the goods or services being sold to your customers). You are solely responsible for, and Stripe expressly disclaims all liability for, your compliance with applicable laws and obligations related to your provision of the goods or services to your customers, or receipt of charitable donations. This may include providing customer service, notification and handling of refunds or consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the Services. You agree to indemnify Stripe for any losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to your customers.

## 6. Other General Legal Terms

**a. Term, Termination, and the Effects of Termination:** The term of this Connected Account Agreement will begin when you register your Stripe Account with a Connect Platform and will end when terminated by you or by Stripe, as described in this Connected Account Agreement. You may terminate this Connected Account

Agreement at any time by providing notice to Stripe and immediately ceasing your use of Stripe Connect. However, if you commence using Stripe Connect again, you are consenting to this Connected Account Agreement. Stripe may terminate this Connected Account Agreement (a) where you are in breach of this Connected Account Agreement and fail to cure the breach upon 30 days' notice by Stripe (such notice and cure period only being required if curing the breach is feasible); or (b) upon 120 days' notice for any reason. Stripe may also terminate this Connected Account Agreement immediately if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, or if Stripe determines that you are engaged in activity that fails to comply with applicable law or causes a significant risk of reputational harm to Stripe.

Section 5 and all provisions giving rise to continuing obligations will survive termination of this Connected Account Agreement. As stated above, the Stripe Services Agreement governs your use of Services, so the termination of this Connected Account Agreement will not immediately trigger termination of the Stripe Services Agreement. All obligations in the Stripe Services Agreement will only be terminated in accordance with the terms and conditions of the Stripe Services Agreement. Termination of the Stripe Services Agreement will cause this Connected Account Agreement to automatically terminate.

**b. Governing Law, Disputes, and Interpretation:** The provisions of the applicable Stripe Services Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Connected Account Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting this Connected Account Agreement. No provision of this Connected Account Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." This Connected Account Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe's delay or failure to assert any right or provision under this Connected Account Agreement does not constitute a waiver of such right or provision. No waiver of any term of this Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

**c. Stripe Services Agreement:** The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version applicable to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this [Stripe Services Agreement](#) link, please [contact us](#) and we will provide you with the correct link.

**d. Right to Amend:** Stripe may amend this Connected Account Agreement at any time. You will be provided with notice of amendments through email (which may originate from Stripe or from a Connect Platform), the Stripe dashboard, and/or Stripe's web site. You agree that any changes to this Connected Account Agreement will be binding on you 7 days after the amendment is made by Stripe (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the changes to this Connected Account Agreement, you must (a) provide notice to Stripe and (b) immediately cease using Stripe Connect. Where you do not provide such notice



prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Connected Account Agreement.

**e. Assignment:** You may not assign or attempt to assign this Connected Account Agreement without the express consent of Stripe in advance.

**f. Entire Agreement:** This Connected Account Agreement constitutes the entire agreement between you and Stripe with respect to Stripe Connect. This Agreement sets forth your exclusive remedies with respect to Stripe Connect. If any provision or portion of this Connected Account Agreement is held to be invalid or unenforceable under applicable law, then it will be reformed interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

Thank you and welcome to Stripe Connect!

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 5/10/18  
DEPUTY COUNTY COUNSEL DATE

## Staff Report

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To: Local Transportation Authority  
From: Kathy Postigo, Administrative Services Specialist **Telephone:** (831) 637-7665  
Date: May 17, 2018  
**Subject: Local Transportation Authority Draft Budget FY 2018/19**

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### Staff Recommendation:

**RECEIVE** presentation on FY 2018/19 Local Transportation Authority Draft Budget.

### Summary:

The Local Transportation Authority Draft Budget – FY 2018/19 has been prepared using funding assumptions that are consistent with information provided through State and Federal programs. Expenditures match anticipated funding. A second fiscal year is included to the draft Budget for financial planning purposes.

### Financial Considerations:

The Local Transportation Authority's total Draft Budget – FY 2018/19 is \$3.24 million. This Draft Budget includes contracts for transit operations including County Express and Jovenes de Antano. The Draft Budget includes personnel and services to support transit operations.

Overall, the Draft Budget is \$796,547 (or 19.7%) below the FY 2017/18 Budget. This decrease is mainly attributed to the Special Projects line item. This is due to the purchase of buses with the Public Transportation Modernization, Improvement and Service Enhancement (PTMISE) funding in 2017/18.

### Background:

The San Benito County Local Transportation Authority (LTA) administers and operates public transportation services in the County. County Express provides local Fixed Route service, General Public Dial-a-Ride, ADA Paratransit, and commuter services to the residents of San Benito County. Jovenes de Antano provides transportation for the Senior Lunch Program, Medical & Shopping Assistance Program and Out of County Medical Transportation.

The most important component of the Draft Budget focuses on aligning spending with anticipated funding and financing transit operations. The Local Transportation Authority is funded through the Transportation Development Act, Federal Transit Act and various local grants.

Pending grant applications will be amended into the Budget at a future date if the funds become available.

### **Staff Analysis:**

The Local Transportation Authority limits personnel costs to 13.4 percent and directs agency funds to Services and Supplies, Operations, and Capital.

Services and Supplies represents 11.1 percent of the budget. This category includes large expenditures in maintenance and fuel. The fuel estimate is the largest unknown in the Authority's Draft Budget. Fluctuations at the gas pump are difficult to predict. The Authority also pays a 10 percent administrative fee to the County Public Works Road Department to purchase fuel.

Contracts represent 75.5 percent of expenditures. This category includes contracts with MV Transportation for County Express and Jovenes de Antaño for Specialized Transportation. Contract line item also includes a contract for the Preparation of Operations Request for Proposal.

The Local Transportation Authority set up a separate account for the Public Transportation Moderation, Improvements and Service Enhancements Account (PTMISEA), the American Recovery and Reinvestment Act (ARRA) funding and the California Transit Assistance Fund (CTAF). The Draft Budget for this account is \$1,149,986. This funding is available for various transit capital needs, purchase of buses and customer services enhancements, transit maintenance and operational enhancements.

The Draft Budget is balanced with revenues matching expenditures.

In summary, the Local Transportation Authority meets the goals and objectives of the agency and matches anticipated funding with expenses.

Executive Director Review:\_\_\_\_\_

Counsel Review: N/A

Attachment: LTA Draft Budget – FY 2018/19

**LOCAL TRANSPORTATION AUTHORITY  
DRAFT BUDGET - FY 2018/19  
EXPENDITURES**

EXPENDITURE DESCRIPTION		Adopted Budget FY 17/18	Estimated Actual to June 30, 2018	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
<b>Personnel</b>						
610.101	Salaries	249,512	226,389	280,731	250,000	31,219
610.101	Salaries	-	-	-	-	-
610.101	Salaries (5304 Bus Stop IT)	-	-	-	-	-
	<b>Total</b>	<b>249,512</b>	<b>226,389</b>	<b>280,731</b>	<b>250,000</b>	<b>31,219</b>
<b>Services and Supplies</b>						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.130	Clothing and Safety	1,400	1,500	1,500	1,500	100
619.132	Communications	1,020	1,021	1,025	1,025	5
619.138	Computer Maintenance	3,700	3,800	1,000	600	(2,700)
619.140	Computer Supplies	-	-	-	-	-
619.142	Computer Software	200	-	200	200	-
645.701	General Insurance	4,045	4,045	4,200	4,200	155
619.152	Maintenance of Equipment	60,000	65,000	66,000	66,500	6,000
619.154	Maintenance of Equipment - Oil and Gas	140,000	139,000	141,000	142,000	1,000
619.158	Maintenance of Structures and Grounds	500	300	500	500	-
619.280	Marketing	520	650	700	650	180
619.166	Membership Dues	560	560	560	600	-
619.176	Special Project Supplies - Supplies	600	586	500	500	(100)
619.174	Supplies	450	200	250	350	(200)
619.172	Postage and Delivery	25	25	25	25	-
619.210	Professional Service - Legal	5,000	3,000	4,000	4,500	(1,000)
619.180	Public and Legal Notices	265	100	100	150	(165)
619.184	Rent Equipment	-	-	-	-	-
619.186	Rent Structures	-	-	-	-	-
619.190	Small Tools	250	250	250	250	-
619.268	Special Dept. Expense - Other	-	-	-	-	-
619.196	Travel Lodging	300	100	500	500	200
619.198	Travel Meals	150	150	200	200	50
619.194	Training	1,400	2,000	2,000	2,000	600
619.200	Travel Transportation	150	300	150	150	-
619.306	Utilities	7,160	-	7,160	12,000	-
	<b>Total</b>	<b>227,695</b>	<b>222,587</b>	<b>231,820</b>	<b>238,400</b>	<b>4,125</b>
<b>Contracts</b>						
619.250	Special Dept. Expense - Contracts	1,308,192	1,270,000	1,582,865	1,600,000	274,673
	<b>Total</b>	<b>1,308,192</b>	<b>1,270,000</b>	<b>1,582,865</b>	<b>1,600,000</b>	<b>274,673</b>
<b>Capital</b>						
650.302	Equipment other than Computer	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>0</b>
<b>Other</b>						
649.320	OPEB	3,378	3,378	-	3,700.00	-
	<b>Total</b>	<b>3,378</b>	<b>3,378</b>	<b>-</b>	<b>3,700</b>	<b>-</b>
<b>TOTAL PROPOSED BUDGET</b>		<b>1,788,777</b>	<b>1,722,354</b>	<b>2,095,416</b>	<b>2,092,100</b>	<b>310,017</b>

**LOCAL TRANSPORTATION AUTHORITY  
DRAFT BUDGET - FY 2018/19  
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 17/18	Estimated Actual to June 30, 2018*	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
570.003	Sale of Fixed Assets	3,000	2,568	3,000	3,000	-
551.113	Misc. (FTA 5311 Operating Assistance)	298,186	295,228	298,186	304,997	-
551.113	FTA 5304 (IT Tech for Safety & Efficiency)	-	44,081	-	-	-
551.113	Low Carbon Transit Operations Program	24,983	27,838	71,288	-	46,305
576.012	STA/LTF transfer	1,292,608	1,186,989	1,552,942	1,609,103	260,334
562.803	County Express Fares	170,000	165,650	170,000	175,000	-
<b>TOTAL REVENUE</b>		<b>1,788,778</b>	<b>1,722,354</b>	<b>2,095,416</b>	<b>2,092,100</b>	<b>306,639</b>

EXPENDITURES VS REVENUES		Adopted Budget FY 17/18	Estimated Actual to June 30, 2018*	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
<b>EXPENDITURES</b>						
Personnel		249,512	226,389	280,731	250,000	31,219
Services & Supplies		2,480,867	886,888	1,381,806	238,400	(1,099,061)
Contracts		1,308,192	1,270,000	1,582,865	1,600,000	274,673
Capital		0	0	-	-	-
Other		3,378	-	-	3,700	(3,378)
<b>TOTAL EXPENDITURES</b>		<b>4,041,949</b>	<b>2,383,277</b>	<b>3,245,402</b>	<b>2,092,100</b>	<b>(796,547)</b>
<b>REVENUES</b>						
Revenues		2,139,258	1,210,256	1,692,460	482,997	(446,798)
Operating Transfers (in)		1,292,608	1,186,989	1,552,942	1,609,103	260,334
<b>TOTAL REVENUE</b>		<b>3,431,866</b>	<b>2,397,245</b>	<b>3,245,402</b>	<b>2,092,100</b>	<b>(186,464)</b>
<b>TOTAL PROPOSED BUDGET</b>		<b>4,041,949</b>	<b>2,383,277</b>	<b>3,245,402</b>	<b>2,092,100</b>	<b>(796,547)</b>
<b>FUND BALANCE</b>				<b>(0)</b>		
<b>DESIGNATED FUND BALANCE</b>				<b>-</b>		
<b>UNDESIGNATED FUND BALANCE</b>				<b>(0)</b>		

The Local Transportation Authority's budget accounts include:

PTMISEA: Public Transportation Modernization, Improvement and Service enhancement Program

ARRA: American Recovery and Reinvestment Act

CTAF: California Transit Assistance Fund

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA, ARRA, AND CTAF**  
**DRAFT BUDGET - FY 2018/19**  
**EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 17/18	Estimated Actual to June 30, 2018	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
<b>Personnel</b>					
610.101 Salaries(Brochures)	-	-	-	-	-
623.510 Administrative Support	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Services and Supplies</b>					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Professional Service - Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	2,253,172	664,301	1,149,986	-	(1,103,186)
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
<b>Total</b>	2,253,172	664,301	1,149,986	-	(1,103,186)
<b>Contracts</b>					
619.250 Special Dept. Expense - Contracts	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Capital</b>					
650.302 Equip other than Computer(CTSGP/CTAF)	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Other</b>					
649.320 Operating Transfers	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>TOTAL PROPOSED BUDGET</b>	2,253,172	664,301	1,149,986	-	(1,103,186)

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA, ARRA, AND CTAF  
DRAFT BUDGET - FY 2018/19  
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 17/18	Estimated Actual to June 30, 2018	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
551.401	OES (State)	-	46,712	84,081	-	84,081
551.401	PTMISEA (Proposition B)	1,055,315	-	1,055,315	-	-
551.401	ARRA (Bus Stop Shelters)	-	-	-	-	-
	Fund Balance (carryover previous years)	587,773	622,179	10,590	-	(577,183)
541.001	Interest	-	6,000	-	-	-
		-	-	-	-	-
<b>TOTAL REVENUE</b>		<b>1,643,088</b>	<b>674,891</b>	<b>1,149,986</b>	<b>-</b>	<b>(493,102)</b>

EXPENDITURES VS REVENUES		Adopted Budget FY 17/18	Estimated Actual to June 30, 2018	Proposed Budget FY 18/19	Budget Estimate for FY 19/20	Variance FY 17/18 FY 18/19
<b>EXPENDITURES</b>						
	Personnel	-	-	-	-	-
	Services & Supplies	2,253,172	664,301	1,149,986	-	(1,103,186)
	Contracts	-	-	-	-	-
	Capital	-	-	-	-	-
	Other	-	-	-	-	-
	<b>TOTAL EXPENDITURES</b>	<b>2,253,172</b>	<b>664,301</b>	<b>1,149,986</b>	<b>-</b>	<b>(1,103,186)</b>
<b>REVENUES</b>						
	Revenues	1,643,088	674,891	1,149,986	-	1,149,986
	<b>TOTAL REVENUES</b>	<b>1,643,088</b>	<b>674,891</b>	<b>1,149,986</b>	<b>-</b>	<b>1,149,986</b>
	<b>TOTAL PROPOSED BUDGET</b>	<b>2,253,172</b>	<b>664,301</b>	<b>1,149,986</b>	<b>-</b>	<b>(1,103,186)</b>
<b>FUND BALANCE</b>				<b>(0)</b>		
<b>DESIGNATED FUND BALANCE</b>				<b>-</b>		
<b>UNDESIGNATED FUND BALANCE</b>				<b>(0)</b>		

**BUDGET NOTES**

	Proposed Budget FY 18/19
<b>Personnel</b> No Personnel expenditures are proposed in this FINAL Budget.	
<b>Total</b>	-
<b>Services and Supplies</b> Special projects includes purchase of buses to increase service. Customer services enhancements, transit maintenance and operational enhancements. Purchased of buses will be capitalize in LTA.	
<b>Total</b>	1,149,986
<b>Contracts</b> No Contract expenditures are proposed in this FINAL Budget.	
<b>Total</b>	-
<b>Capital</b> No Capital expenditures are proposed in this FINAL Budget.	
<b>Total</b>	-
<b>Other</b> No Other expenditures are proposed in this FINAL Budget.	
<b>Total</b>	-
<b>TOTAL PROPOSED BUDGET</b>	<b>1,149,986</b>

PTMISEA: Public Transportation Modernization, Improvement and Service Enhancement Program  
ARRA: American Recovery and Reinvestment Act  
CTAF: California Transit Assistance Fund

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: May 17, 2018  
Subject: Request for Proposals - Operation of County Express and Specialized Transportation

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### Recommendation:

**AUTHORIZE** Release of Request for Proposals (RFP) #2018-01 for Operation of San Benito County Express and Specialized Transportation Services.

### Summary:

The Local Transportation Authority (LTA) operates and administers County Express and Specialized Transportation services through contracts. The current contracts are set to expire on December 31, 2018. Staff is requesting authorization from the LTA Board to release an RFP for the procurement of County Express and Specialized Transportation service operators.

### Financial Considerations:

Funding for the County Express and Specialized Transportation operations is provided through the Federal Transit Act Section 5311 Operating Assistance program, Transportation Development Act fund, and passenger fares. For Fiscal Year 2017/18, LTA budgeted a total of \$1.29 million for the County Express and Specialized Transportation operations contracts.

### Background:

In 2010, LTA entered into contracts with MV Transportation, Inc. for operation of its public transportation service, County Express, and with Jovenes de Antaño for operation of its Specialized Transportation. LTA has the established County Express and Specialized Transportation service providers under contract through December 31, 2018. This year LTA is required to complete a competitive process to procure operators for its transportation services.

### Staff Analysis:

LTA operates and administers County Express (Fixed Route, Complementary Paratransit, General Public Dial-a-Ride, and Intercounty services) and Specialized Transportation (Out of County Non-Emergency Medical Transportation, Senior Lunch Program Transportation, and Medical-Shopping Assistance Program) through contracts. Because the current contracts are set to expire on December 31, 2018, LTA is required to procure operators for its transportation services this year. Proposers will have the option of proposing to operate just County Express or just Specialized Transportation services, or will be able to propose to operate both services under one contract.



The tentative schedule for this year's Request for Proposals for the operation of County Express and Specialized Transportation services is provided below:

- *Announcement:* May 18, 2018
- *Voluntary Pre-Proposal Conference:* June 5, 2018 at 2:00 p.m. held at the San Benito County Board of Supervisors Chambers
- *Last Date for Questions:* June 22, 2018 at 5:00 p.m.
- *Last Date for Addenda:* July 13, 2018 at 5:00 p.m.
- *Proposal Due Date:* August 7, 2018 at 3:00 p.m.
- *Proposer Interviews:* Week of August 20, 2018
- *Contract(s) Award:* October 19, 2018
- *Contract(s) Start Date:* January 1, 2019

After the submittal due date, staff will complete an initial review of the proposals to determine if they have met minimum qualifications. Proposals that have met the qualifications will be review by the Selection Committee to determine which are within the competitive range. The Selection Committee will be composed of LTA staff, the members of the Board of Directors who were selected at the August 2017 meeting, and, potentially, representatives from other transit agencies.

The highest ranked firms within the competitive range will be invited to be interviewed by the Selection Committee, and best and final offers will be solicited. Next, a final score for each interviewed firm will be determined by the Selection Committee. Scores will take into account the proposer's technical response, proposed personnel, the experience and qualifications of the proposer, cost, and whether the firm retains the existing contractor's employees. Lastly, staff will use this information to make a recommendation to the LTA Board for contract(s) award in October 2018.

There are a few areas to highlight on how the future contract(s) will vary from those currently in place. Instead of payment being made strictly on a revenue hourly rate, LTA will provide a fixed monthly rate plus a payment for the number of revenue hours operated. This payment structure allows firms to provide competitive hourly rates as they can anticipate a guaranteed minimum monthly payment to cover fixed costs, such as rent, insurance, etc.

Also, more emphasis has been placed on customer service for the next contract(s). Operator(s) of both County Express and Specialized Transportation will take the lead on customer complaints, as opposed to LTA staff, and project manager(s) will conduct daily reviews of Daily Vehicle Inspection reports to ensure that repair requests are being addressed in a timely manner. Specific to County Express, the operator, instead LTA staff, will conduct the application process for Courtesy Cards and ADA Paratransit cards, and the contractor will implement a "secret rider" program where drivers will be routinely and discreetly monitored to improve the customer experience.

Executive Director Review:\_\_\_\_\_

Counsel Review: Yes

Attachment: Operation of San Benito County Express and Specialized Transportation Services  
Request for Proposals

San Benito County Local Transportation Authority

Request for Proposals #2018-01

Operation of San Benito County Express and Specialized  
Transportation Services

May 18, 2018

Prepared By:

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# San Benito County Local Transportation Authority

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### Operation of San Benito County Express and Specialized Transportation Services

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**Appendix C: LTA Vehicle, Facility, and Equipment List**

**Appendix D: Future Capital and Planning Projects**

**Appendix E: Protest Procedures**

**Appendix F: Sample CE and ST Reports**

CE Monthly Report  
ST Monthly Report  
CE/ST Section 5310 Report

**Appendix G: County Express Operations Personnel Wages**

**Appendix H: Collective Bargaining Agreement**

**Appendix I: Specialized Transportation Operations Personnel Wages**

# 1 INTRODUCTION

## 1.1 Notice to Potential Proposers

The San Benito County Local Transportation Authority (LTA) is seeking proposals to operate general public and specialized transit services known respectively as County Express (CE) and Specialized Transportation (ST) Services. CE provides Fixed Route, Intercounty, Dial-A-Ride and ADA-compliant Paratransit Services. ST provides personalized transportation services for clients with unique needs. During FY2016/17 CE operated 22,900 revenue vehicle hours and ST operated 6,700 revenue vehicle hours. A similar level of service is anticipated to continue during the time period of the contract(s).

Interested firms may submit proposals under five (5) separate proposal options. The Proposal Options are designated as shown below.

Option 1A: Operate CE as a stand-alone service independent of ST.

Option 1B: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.

Option 2A: Operate ST as a stand-alone service independent of CE.

Option 2B: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.

Option 3: Operate CE and ST as a combined operation under one contract.

The LTA reserves the right to award a contract to separate firms for the operation of CE and ST or award a contract to one firm to operate both services as a combined operation.

The successful proposer(s) will be awarded a contract(s) for a base period of three (3) years commencing on January 1, 2019. The contract(s) would automatically extend for up to five (5) additional years on a year-by-year basis unless terminated by either LTA or the selected proposer(s).

A voluntary pre-proposal conference will be held on May 9, 2018 at 2:00 p.m., PDT, at San Benito County Board of Supervisors Chambers, 481 4th St, 1st Floor, Hollister, CA 95023.

All proposals shall comply with proposal submittal requirements described in this RFP. Proposals must be received at the LTA Administrative Office no later than July 10, 2018, at 3:00 p.m., PDT. Proposals received after this time will not be considered.

Direct questions regarding this RFP to:

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## 1.2 Definitions of Acronyms and Terms

ADA	Americans with Disabilities Act
BPAC	Bicycle and Pedestrian Advisory Committee
CHP	California Highway Patrol
CE	County Express
Contractor	The successful proposer to whom a contract is awarded
Days	Refers to business days of the LTA when used in context with the LTA's proposal protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures
Deadhead Time	Refers to time expended by the contractor operating revenue vehicles in non-revenue service
Deadhead Miles	Refers to mileage expended by the contractor operating revenue vehicles in non-revenue service
Extra Work	Items that are not included in the lump sum price proposal of the proposer but are separate cost items that may or may not be authorized for work by the LTA to the Contractor during the term of any contract
Farebox Recovery	Refers to the percentage of transit operating costs recovered from transit users through the receipt of fares
Fare Media	Refers to all fare payment instruments used to board LTA vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, electronic mobile passes, and subsidized fare media
FTA	Federal Transit Administration
LTA	San Benito County Local Transportation Authority
MIS	Management Information Systems
Missed Trips	Refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.
MSAP	Medical Shopping Assistance Program
Non-Revenue Vehicles	Any vehicles not used in revenue service
NTD	National Transit Database

OSHA	Occupational Safety and Health Administration
OOCMT	Out-of-County Non-Emergency Medical Transportation
Proposer	Any organization submitting a proposal in response to this Request for Proposal
Proposal	An offer submitted by a Proposer as used in the context of this Request for Proposal
Road calls	Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility
Revenue Vehicles	Publicly owned vehicles used to operate the service, and provided to Contractor by the LTA
Revenue Service	<p>Revenue Service for Fixed Route and Intercounty service begins upon arrival at the first scheduled bus stop and ends upon departure from the last scheduled drop off of the day.</p> <p>Revenue service for Paratransit, Dial-A-Ride, and Specialized Transportation Services begins with the first passenger pick-up and ends when there are no paying passengers on-board.</p> <p>Revenue service does not include lunches or layovers of more than 15 minutes.</p>
RFP	Request for Proposals #2018-01
Scheduled Timepoint	A bus stop with departure times specifically noted in County Express public information materials
SLTP	Senior Lunch Transportation Program
SSTAC	Social Services Transportation Advisory Council
ST	Specialized Transportation
Subscription Service	Provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip
Successful Proposer	The proposer to whom the contract is awarded.
TAC	Technical Advisory Committee
TDA	Transportation Development Act
Trips	A LTA vehicle departing any scheduled time-point in revenue service

Type II Vehicle      A 12-passenger vehicle with 2 wheelchair spaces and requires a Class B license to operate.

### 1.3 Schedule of Events

The following schedule of events was prepared utilizing the most recent knowledge available; however, it is always subject to change. LTA will provide as much advance notice as possible if dates and times change, new events are added or existing events cancelled. Any events changed prior to the Proposal Due Date will be posted on LTA's website as an addendum.

Announcement	May 18, 2018
Voluntary Pre-Proposal Conference	June 5, 2018 at 2:00 p.m., PDT
Last Date for Receipt of Questions and Requests for Clarification	June 22, 2018 at 5:00 p.m. PDT
Last Date for LTA to Post Addenda	July 13, 2018 at 5:00 p.m., PDT
Proposal Due Date	August 7, 2018 at 3:00 p.m. PDT
Invitations to Interview Proposers Issued (tentative)	August 13, 2018 at 5:00 p.m., PDT
Proposer Interviews (tentative)	Week of August 20, 2018
Contract Award by LTA (tentative)	October 19, 2018
Contract(s) Start Date	January 1, 2019

### 1.4 Minimum Qualifications

Proposers shall meet the following minimum qualifications to participate in the selection process for award of a contract.

#### 1.4.1 County Express Services

Proposers shall have operated the following three types of services for a minimum of three different public agencies for a minimum of three years for each agency.

Proposers shall have operated the minimum number of revenue vehicle hours for each agency as indicated for each service type.

- a. *Fixed Route* – minimum 5,000 revenue vehicle hours annually
- b. *Complementary Paratransit in compliance with CFR Part 37 ADA Paratransit Service Standards* – minimum 7,000 revenue vehicle hours annually
- c. *General Public Dial-A-Ride* – minimum 3,000 revenue vehicle hours annually
- d. *Intercity Service* – minimum 6,000 revenue vehicle hours annually

#### 1.4.2 Specialized Transportation Services

Proposers shall have operated, for a minimum of one year under contract to a public agency, "door-through-door" transportation service(s) to seniors and individuals with disabilities who have a need for highly personalized transportation service, including assistance from inside their residence to the interior of their destination. Examples of this type of service could include, but not necessarily be limited to: non-emergency medical transportation, transportation to and from senior lunch programs for frail individuals and/or medical-shopping assistance programs.

## **1.5 Term of Contract**

The selected proposer(s) shall commence operations on January 1, 2019 and operate the service according to the terms of the agreement for a three-year period ending on December 31, 2021. Prior to the completion of the three-year period, the LTA, at its sole discretion, may extend the agreement for a one-year option term. Prior to the completion of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the agreement for an additional one-year option term. The LTA may extend the base agreement for a maximum of five (5) one-year option terms. The last one-year extension period would expire December 31, 2026.

## **1.6 Funding Availability**

Any contract resulting from this RFP will be financed primarily with funds made available to the LTA by the State of California, and the Federal Transit Administration of the United States Department of Transportation. In the event funding for this contract ceases or is reduced, the LTA reserves the right to terminate the Agreement or reduce service pursuant to the terms of the Agreement.

## **1.7 Pre-Proposal Conference, Questions and Requests for Clarification**

A voluntary Pre-Proposal Conference will be held on May 9, 2018 at 2:00 p.m., PDT, at the San Benito County Board of Supervisors Chambers, 481 4th St, 1st Floor, Hollister, CA 95023, for the purpose of receiving questions and comments regarding this RFP. While attendance at this meeting is not mandatory, it is highly recommended. Proposers are encouraged to submit questions about this RFP in advance of this meeting to the appropriate individual mentioned in Section 1.1, Notice to Proposers. Questions and requests for clarification may also be made during the course of the Pre-Proposal Conference. Questions must be submitted in writing via mail, fax, or email. Addresses, e-mail addresses and FAX numbers should accompany submissions.

Although proposers are encouraged to submit questions prior to the Pre-Proposal Conference, they will be accepted up to 5:00pm, June 22, 2018.

The last addendum relative to this procurement will be posted on LTA's website no later than 5:00 p.m., PDT, July 13, 2018.

Proposals for changes to the draft Agreement or Scope of Work may also be submitted with the formal proposal as described in Section 5.6.4, Question 21.

## **1.8 Submittal of Proposals – Time and Manner**

Proposals may be submitted by mail, delivery service or in person. Proposals may not be submitted electronically; however, one electronic copy of the proposal shall be submitted as required by this RFP. The number of proposals required to be submitted in hard copy is described in Section 5.3.

Proposals must be received at the address below by July 10, 2018 at 3:00 p.m., PDT. Proposals received after this time will not be considered. Proposals and all required copies must be delivered in a sealed package(s) with the proposing company's name on the outside and clearly marked: "Transit Operations Proposal."



Proposals shall be delivered to:

Mary Gilbert, Executive Director  
San Benito County Local Transportation Authority  
330 Tres Pinos Road, Suite C7  
Hollister, California 95023

### **1.9 Collective Bargaining Agreement Notification**

A Memorandum of Understanding exists between MV Transportation, Inc., Hollister Division, and the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023 relative to the CE service. The Memorandum is valid through June 30, 2019. A copy of this document is provided in Appendix H. The employees engaged in operating the ST Service are not represented by a union.

### **1.10 Disadvantaged Business Enterprise (DBE) Participation Requirements**

The LTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the LTA will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## **2 SYSTEM DESCRIPTION**

### **2.1 Agency Information**

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials each from the City of Hollister City Council and the County of San Benito Board of Supervisors and one elected official from the City of San Juan Bautista City Council.

Three committees provide technical and accessibility advice on transportation related issues to the LTA: the Social Services Transportation Advisory Council (SSTAC), the Technical Advisory Committee (TAC), and the Bicycle and Pedestrian Advisory Committee (BPAC). SSTAC advises the LTA on accessibility issues for the elderly, persons with disabilities and persons of limited means. TAC provides technical assistance and recommendations on transit planning and projects to the LTA. The BPAC advises the LTA on any issues related to bicycle and pedestrian accessibility.

### **2.2 San Benito County Transit Information**

Detailed information about routes, schedules and fares, as well as other significant information regarding CE and ST services, is available at [www.SanBenitoCountyExpress.org](http://www.SanBenitoCountyExpress.org).

### **2.3 Service Area**

The County of San Benito is a 1,391 square mile bedroom community to the Silicon Valley and has a vibrant agricultural economy. The County population is approximately 58,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 35,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 1,800.

### **2.4 Operations**

#### **2.4.1 County Express Services**

The LTA is responsible for administration and operation of County Express, the primary public transportation for the County, which operates seven days a week. County Express services include Fixed Route, Complementary Paratransit, Dial-A-Ride, and Intercounty transit services.

The Inter-county Gavilan route operates on an off-peak schedule during the summer and winter break seasons while the Fixed Route service operates on an off-peak schedule in the summer season.

Below is a description of each of the County Express services:

#### **Fixed Route**

The Fixed Route service operates only in the City of Hollister and primarily uses fully accessible Type II vehicles equipped with bicycle racks. There are three routes and approximately 80 stops dispersed within the service area.

The service operates Monday through Friday from 6:20 a.m. to 11:00 a.m. and 2:00 p.m. to 5:45 p.m. The Blue Line does not operate during schools' summer and winter vacations and President's Week, in an effort to conserve resources. The LTA may add additional dates in which the Blue Line may not run.

### **Complementary Paratransit**

The Complementary Paratransit service operates during the Fixed Route hours within a  $\frac{3}{4}$  mile radius of the street segments traveled by the Fixed Route. Curb-to-curb service is provided that complies with 49 CRF Part 37 ADA Paratransit Service standards. Vehicles used for Complementary Paratransit are Type II and minivans. Under this agreement, the contractor will be responsible for conducting the ADA eligibility process consistent with the requirements established by the LTA.

The service operates Monday through Friday from 6:20 a.m. to 11:00 a.m. and 2:00 p.m. to 5:45 p.m. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. RouteMatch software and hardware is made available to the contractor by the LTA for automated dispatching.

### **General Public Dial-A-Ride**

The General Public Dial-A-Ride (also known as Dial-A-Ride) service is a curb-to-curb demand response service that is open to the general public and uses Type II vehicles. The service operates Monday through Friday from 6:00 a.m. to 6:00 p.m. for individuals with trips in San Benito County within the service area. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. RouteMatch software and hardware is made available to the contractor by the LTA for automated dispatching.

Weekend Dial-A-Ride service operates from 9:00 a.m. to 4:00 p.m. It is open to the public and uses Type II vehicles. The service is open to individuals in San Benito County within the service area. Weekend trips may only be reserved from 9:30 a.m. Monday to 1:00 p.m. Thursday during the week of the trip. The round trip to and from the destination must be reserved at the same time. No dispatchers are on duty during weekends; drivers handle dispatch duties in between trips.

### **Intercounty**

The Intercounty services are comprised of three routes: Gavilan, Caltrain, and Greyhound. All of the routes travel from San Benito County to the City of Gilroy in Santa Clara County.

The Intercounty Gavilan (Gavilan) service operates Monday through Friday and uses Type II and 25+ passenger vehicles depending on the time of day. The route travels from the City of Hollister through the City of San Juan Bautista to Gavilan College in the City of Gilroy. The Gavilan service operates on a full schedule when Gavilan

College is in session and limited service operates during the off-season. The Gavilan service also has a holiday schedule.

The Intercounty Caltrain (Caltrain) service operates Monday through Friday and uses Type II vehicles. The route travels from the City of Hollister through the City of San Juan Bautista to Gavilan College and then to the Caltrain Station in the City of Gilroy. The Caltrain service meets three trains in the early morning and three trains in the evening. The last evening run from the Caltrain station does not leave until Caltrain has arrived. As a result, the schedule may be delayed to accommodate late arriving trains.

The Intercounty Greyhound (Greyhound) service operates only on Saturdays and Sundays uses a Type II vehicle. The route travels from the City of Hollister through the City of San Juan Bautista to the Greyhound Station in the City of Gilroy.

#### **2.4.2 Specialized Transportation**

The LTA also provides three specialized transportation services: out-of-county non-emergency medical transportation, senior lunch programs, and a medical-shopping assistance program. The ST Contractor collects and retains fares paid by ST passengers. An amount equal to the fares retained by the Contractor is deducted from the amount owed to the contractor by the LTA. Below is a brief description of each of the services:

##### **Out-of-County Non-Emergency Medical Transportation (OOCMT)**

The OOCMT service provides seniors and persons with disabilities, who reside in San Benito County, with transportation outside of the county for medical services that are not available in San Benito County. The service area goes as far south as the City of Salinas in Monterey County and as far north as the City of Palo Alto in Santa Clara County.

Some of the clients may require the driver to provide escort services through the door of their residence or the medical facility. Minor Spanish translation services may be provided by the driver for the client at the front desk.

The OOCMT service operates Monday through Saturday and the hours of service vary depending on the clients' destination and appointment schedule. Trip reservations must be scheduled at least 48 hours in advance and a subscription service is available to those that require regularly scheduled medical treatments (i.e. dialysis, chemotherapy, etc.)

OOCMT fares are shown below.

Out-of-County Non-Emergency Medical Transportation Zone Fares			
Zone	Distance from Hollister	Cities in Zone	Fare
Zone 1	0 to 15 miles	Gilroy	\$2.00 one way
Zone 2	16 to 30 miles	Watsonville, Salinas, and Morgan Hill	\$3.00 one way
Zone 3	31 to 45 miles	Monterey, Santa Cruz, and San Jose	\$4.00 one way
Zone 4	45 to 65 miles	Palo Alto	\$5.00 one way

#### **Senior Lunch Program Transportation (SLPT)**

The Senior Lunch Program Transportation service primarily serves seniors who participate in the Senior Lunch Program available in the City Hollister at the Community Center at 300 West Street. The clients have lunch and also participate in the recreational activities at the community center.

The service operates Monday through Friday between 10:00 a.m. and 2:00 p.m. Reservations may be scheduled 24 hours in advance and a subscription service is available. Some clients may require the driver to provide through door escort services because of their physical condition.

No fare is charged for the Senior Lunch Program Transportation.

#### **Medical-Shopping Assistance Program (MSAP)**

The Medical-Shopping Assistance Program primarily serves seniors over the age of 60 and persons with disabilities residing in San Benito County. The service provides transportation, escort, and minor Spanish translation for clients at in-county medical appointments, banks, grocery stores, and pharmacies.

The service operates Monday through Friday and the hours of service vary depending on the clients' appointments and destination. Trip reservations must be made at least 48 hours in advance and priority is given to individuals residing in the more rural areas of San Benito County.

The fare for MSAP service is \$1.25 for a one-way trip.

### **2.4.3 Facilities and Vehicles**

#### **County Express Maintenance and Operations**

County Express revenue vehicles are maintained by LTA staff at the LTA's transit maintenance facility located at 3240 Southside Road in Hollister, California. The LTA provides fuel for CE revenue vehicles at that facility. The contractor(s) is responsible for fueling the vehicles.

CE administrative and operations functions are housed at the transit maintenance facility. The facility has a dispatch area with a customer service counter, general manager office, supply closet, restrooms, driver break room, fare reconciliation room, and parking for LTA vehicles and personal vehicles of contractor's employees. A floor plan of the dispatch area has been included in Appendix C.

#### **Specialized Transportation Maintenance and Operations**

Specialized Transportation revenue vehicles are maintained by LTA staff at the LTA's transit maintenance facility, located at 3240 Southside Road in Hollister, California. The LTA provides fuel for ST revenue vehicles at the transit facility. The contractor(s) is responsible for fueling the vehicles.

The LTA does not provide administrative or operations facilities for ST. Proposers for ST would be responsible for securing office space for administrative and operations functions. The office space must be ADA compliant and located in San Benito County. Proposed office space locations must be identified in the proposal for the LTA to evaluate.

#### **Revenue Vehicles**

Peak pull out of vehicles for CE is eight (8) and for ST is four (4).

LTA will provide 20 revenue vehicles for County Express operations and 6 revenue vehicles for Specialized Transportation. A detailed list of vehicles may be found in Appendix C: LTA Vehicle Facility and Equipment List. Contractor(s) will be responsible for exterior and interior cleaning of all vehicles for County Express and/or Specialized Transportation.

#### **Stops and Shelters**

LTA will provide, install, relocate and remove bus stop signage as needed.

The County Express Contractor is responsible for maintaining all bus stops, signage, and bus stop shelters. Maintenance duties at bus stops include, but are not limited to: debris and garbage removal from bus stops and shelters, graffiti removal, etc.

The Contractor will be responsible to reimburse the LTA for the cost of repairs or replacements of signage, shelters or other street furniture damaged by the Contractor.

### **2.4.4 Marketing and Outreach**

LTA is responsible for updating, printing, and distributing brochures that provide detailed route and schedule information. Contractor shall ensure that brochures are available on-board transit vehicles.

### **3 GENERAL CONDITIONS**

#### **3.1 Proposal Options**

Proposals may be submitted for each of the following subject to the requirements of this section:

Option 1: Operate CE as a stand-alone service independent of ST

Option 2: Operate ST as a stand-alone service independent of CE

Option 3: Operate CE and ST as a combined operation under one contract

Proposals may also be combined as follows subject to the requirements of Section 5:

- A proposal may be submitted for the operation of CE as a stand-alone service in addition to a Proposal to operate the CE and ST services together as a combined system if awarded a contract to operate CE (Option 1A)
- A proposal may be submitted for the operation of ST as a stand-alone service in addition to a Proposal to operate both services together as a combined system if awarded a contract to operate ST.

The requirements for submittal of proposals are described in Section 5 and summarized in Table 1 in that Section.

#### **3.2 Contract Award Alternatives**

The LTA reserves the right to award:

- a. Contracts to separate firms to operate CE and ST based on the individual proposals submitted for each service under Options 1 and 2
- b. Contracts to one firm to operate both CE and ST, independent of each other, on the basis of individual proposals submitted for each service under Options 1 and 2
- c. One contract to operate both CE and ST services in a combined operation on the basis of a proposal submitted under Option 1B, Option 2B and/or Option 3

#### **3.3 Limitations**

Issuance of this RFP does not commit the LTA to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. The LTA reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP process and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The LTA reserves the right to withdraw this RFP at any time without prior notice. Further, the LTA reserves the right to modify the RFP schedule described herein.

### **3.4 Effective Period of Proposals**

Proposals must represent a firm offer, which will remain in effect for one hundred eighty days (180) days from the designated date of receipt of proposal(s), unless mutually extended. No compensation will be made to firms for proposal preparation, interviews, or other proposal costs.

### **3.5 Addenda**

Any changes to the RFP requirements will be made by written addenda issued by the LTA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. It is the proposers' responsibility to check the LTA's website ([www.SanBenitoCountyExpress.org](http://www.SanBenitoCountyExpress.org)) for the most current information and addenda available. The last addendum will be posted on the website no later than 5:00 p.m., PDT, July 13, 2018.

### **3.6 Verbal Agreement or Conversation**

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

### **3.7 Pre-Contractual Expenses**

Pre-contractual expenses include any expenses incurred by proposers and selected Contractor(s) in:

- Preparing proposals in response to this RFP.
- Submitting proposals to the LTA.
- Negotiations with the LTA on any matter related to proposals.
- Other expenses incurred by a Contractor or proposer prior to the date of award of any agreement.

The LTA shall not be liable for any pre-contractual expenses incurred by any proposer or selected Contractor(s). Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The LTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this procurement process.

### **3.8 Audit**

The LTA reserves the right to make a pre-award audit of the selected proposer's proposed fees, rates, and costs to determine if they are fair and reasonable.

### **3.9 Withdrawal/Modification of Proposals**

Any proposer may withdraw its proposal by written request at any time prior to the deadline for submittal of proposals. Unless otherwise specifically requested by the LTA, proposal modifications will be accepted only prior to the deadline for receipt of proposals at LTA's office and only in hard copy.

### **3.10 Proposals Not Returned after submittal**

No proposal shall be returned after the date and time set for opening thereof.



### **3.11 Waiver**

In submitting a proposal the proposer affirms that he/she has sufficiently informed himself/herself in all matters affecting the provision of the services specified, that he/she has checked his/her proposal for errors and omissions; that the price stated in his/her proposal is correct and as intended by him/her and is a complete and correct statement of his/her price for providing the services described in this RFP and as such services may have been modified in the proposal.

### **3.12 Use of Proposal Forms**

Proposals must be submitted in the format required. Proposals submitted in any other form may be considered non-responsive and may be rejected.

### **3.13 Use of Subcontractor**

If the proposal consists of a "prime" contractor and one or more subcontractors, the proposer shall identify the subcontractors in the areas of their responsibility; but the LTA will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached agreement.

### **3.14 Exceptions and Alternatives**

Any Proposer desiring a revision to this RFP or any document included therein, prior to the Proposal Due Date, must submit a request prior to the deadline for receipt of such requests as set forth in Section 1.7. Questions and requests for clarification not submitted as required will not be considered.

Requests limited solely to the draft Agreement or Scope of Work may also be submitted as specified in Section 5.6.4, Question 21. Requests not submitted as required will not be considered. Approval of such requests will be granted at LTA's sole discretion.

LTA reserves the right to initiate negotiations for changes to the draft Agreement or Scope of Work at any time its sole discretion.

### **3.15 Rejection of Proposals**

Any proposal that fails to meet the requirements of the RFP will be cause for rejection of the proposal. The LTA may reject any proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The LTA reserves the right to reject any and all proposals without cause.

Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the LTA, such information was intended to mislead the LTA in its evaluation of the proposal, it will be cause for rejection of the proposal.

### **3.16 Performance Bonds/Security**

A performance bond or other surety acceptable to the LTA in the amount of TEN PERCENT (10%) of the annual AGREEMENT price is required. The Performance Bond or other approved surety shall be received by the LTA within fifteen (15) working days of the approval by the LTA Board of Directors of any contract that may be awarded through this RFP process.

### **3.17 Protest Procedures**

LTA's protest procedures are attached hereto as Appendix E.

### **3.18 Legal Responsibilities**

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether expressly referred to herein or not.

By submitting a proposal, the Proposer certifies that it will comply with all federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing federal funds.

### **3.19 Ethics in Public Contracting**

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the LTA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the LTA.

The proposer's attention is called to the fact that a proposal is not completely executed and will not be considered for any purpose unless the non-collusive affidavit referenced in Section 5, Proposal Requirements, is completely and correctly executed and submitted with the proposal.

If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the Agreement so awarded shall be null and void and the proposer shall be liable to the LTA for all loss or damage which the LTA may suffer thereby, and the LTA may advertise for a new Agreement for the services contemplated herein.

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

### **3.20 Proposals shall be Available for Public Inspection**

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

### **3.21 Contract Incorporation**

Proposers should be aware of the contents of their proposals as well as the terms and conditions of this RFP, which shall become a part of the subsequent contract between the LTA and the successful proposer. Any modifications to the sample Agreement or Scope of Work must be submitted with Proposer's proposal as required by Section 5.6.4 Question 21 and approved by the LTA. Failure or refusal of a proposer to accept the duties and obligations reflected in the draft Agreement or Scope of Work may result in the rejection of its proposal or cancellation of any award. Any damages accruing to the LTA as a result of a proposer's failure or refusal to execute a contract with the LTA, if awarded the contract, may be recovered from the Contractor.

## **4 PROPOSAL EVALUATION, SELECTION AND CONTRACT AWARD**

### **4.1 General**

#### **4.1.1 Staff Recommendation**

LTA staff will make a recommendation for award of contract to the LTA Board of Directors. The LTA reserves the right to award the contract based upon initial written proposals and without oral briefings or discussion. In the event that the contract is not awarded without oral briefings or discussion, the recommendation will take place through the multi-phase process described below. Staff will recommend the firm that: a) falls within a competitive range (described in Phase I), and b) receives the highest evaluation in Phases II, III and IV (based on original proposal, interviews, negotiations, and best and final offer). The LTA's Board of Directors will make the final determination of contract award.

#### **4.1.2 Selection Committee**

A Selection Committee composed of LTA staff and, potentially, representatives from other transit agencies or members of the Board of Directors, will evaluate all proposals within the competitive range utilizing the proposal evaluation criteria listed in Section 4.3.

#### **4.1.3 Right to Make a Selection**

The LTA reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

#### **4.1.4 Reject Proposals, Waive Irregularities**

The LTA reserves the right to reject any or all proposals, to waive any requirements, both the LTA's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the LTA to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate at its absolute discretion, the proposal of each proposer, so as to select the proposer that best serves the requirements of the LTA, thus ensuring that the best interests of the LTA will be served. A proposer's past performance, and the assurance that it will provide service as stipulated, will be taken into consideration as part of the proposal evaluation process.

#### **4.1.5 Investigations of Proposers, Misrepresentation by Proposers**

The LTA may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the LTA all such information and data for this purpose as the LTA may request. The LTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such

proposer fails to satisfy the LTA that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the LTA in the proposer's submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal is material shall be made in the exercise of the LTA's sole discretion. The LTA expressly reserves the right to reject the proposal of any entity in default on the payment of taxes, licenses, or other moneys due the LTA.

#### **4.1.6 Background Inquiries**

The LTA reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the LTA, the proposer consents to such an inquiry and agrees to make available to the LTA such books and records as the LTA deems necessary to conduct the inquiry.

#### **4.1.7 Clarifying Information**

The LTA may request clarifying information from proposers on an individual or collective basis at any time during the screening and selection process. Clarification may be requested via telephone or email; responses are expected by LTA the following day. Failure to respond to a request for clarification may result in disqualification of a proposal.

### **4.2 Proposal Evaluation Procedure**

#### **4.2.1 Phase I – Initial Review of Proposals**

LTA staff will review all proposals to determine those that are responsive and meet the minimum qualifications described in Section 1.4. Proposals that do not meet the minimum qualifications, are incomplete, or improperly formatted, will be considered non-responsive and will be rejected.

#### **4.2.2 Phase II – Determining Proposals within the Competitive Range**

All responsive proposals meeting the minimum qualifications will be evaluated by the Selection Committee using the evaluation criteria described in Section 4.3 to determine proposals that are within a competitive range.

#### **4.2.3 Phase III – Proposer Interviews**

The highest ranked 3-5 firms within the competitive range will be invited to interview with the Selection Committee and be given an opportunity to clarify their proposal,

present additional appropriate materials that will assist the Selection Committee's evaluation process and answer questions from the Committee. At a minimum, the proposed General Manager, Safety/Training Manager, and the Regional Manager should attend. If the firm does not have a Regional Manager, the General Manager's immediate supervisor may be substituted. Interviews will be with the proposed personnel intended to work only on the LTA contract; substitutions or replacement of any personnel interviewed within the first year of the contract without consulting LTA shall be viewed as a violation of the contract and will result in penalties. Failure to provide the requested personnel for the interview may reflect negatively on the proposer. At the conclusion of each interview, areas for proposal improvement and/or clarification may be identified by Committee members for the benefit of proposers.

#### **4.2.4 Phase IV – Best and Final Offers**

During or after the interviews have concluded, LTA may, if determined by LTA to be in the best interest of LTA, request proposers to submit their best and final offers in a format and manner specified by LTA.

#### **4.2.5 Phase V – Final Determination of Proposal Scores**

Using the evaluation criteria described in Section 4.3, the Selection Committee will determine the score for each proposer based on the proposal, interview, clarifying information LTA may request, and best and final offer. Weighted scores from all Committee members will then be added to determine which proposal has the highest score.

### **4.3 Proposal Evaluation Criteria**

Proposals will be scored utilizing the criteria presented below. A total of 110 points are possible.

#### **4.3.1 Technical Proposal (34 points possible)**

- a. Understanding of requirements as reflected by proposal.
- b. Operations approach - organization of the transit system's operation, method of providing relief drivers, handling of absenteeism, method of service quality monitoring, method of bus cleaning, provision of customer service and dispatching, number of employees at driver, dispatcher, customer service, supervisory and bus cleaning positions.
- c. Assurance of uninterrupted service in the event of driver shortages.
- d. Training and safety programs.
- e. Transition plan and procedures demonstrating the ability to transition smoothly from the existing contractor to the selected proposer, continuity of system from passenger's viewpoint, continuity of system operations knowledge to ensure minimal LTA staff effort during transition.
- f. Utilization of current drivers, dispatchers and supervisors, and proposed wage and benefit levels for employees.
- g. The firm's apparent ability to recruit and retain quality employees as indicated by the proposal.
- h. Innovative approaches to providing high quality service

#### **4.3.2 Proposed Personnel (27 points possible)**

Qualifications of proposed on-site manager and other critical management personnel.

#### **4.3.3 Experience and Qualifications of Proposer (16 points possible)**

- a. Apparent level of corporate support for local operations.
- b. Company experience with similar transit services.
- c. Financial stability.
- d. Prior safety record.
- e. References.
- f. Other services proposer would make available to LTA at no charge.
- g. For ST proposals only - Proposers apparent knowledge of local issues, organizations, and services available to individuals likely to be ST consumers.

#### **4.3.4 Cost Proposal (22 points possible)**

- a. Proposed price.
- b. How LTA's cost would be affected by any other aspect of proposal.
- c. How costs are distributed among various components of the proposed services to be provided.
- d. Other services proposer makes available to LTA and the cost of said services.

#### **4.3.5 Does the Firm Intend to Retain the Existing Contractor's Employees Consistent with California Labor Code Sections 1070-1074? (10 points if Yes, 0 points if No)**

#### **4.4 Negotiations with Proposer(s)**

The LTA reserves the right to negotiate all elements that comprise the proposal(s) submitted by the proposer(s) in the competitive range to ensure the best possible consideration for all concerned. Only the LTA has the right to initiate negotiations. Negotiations will not be initiated at the request of any Proposer.

#### **4.5 Execution of Agreement**

After the LTA, at its sole discretion, determines that contract negotiations are concluded, and within ten (10) calendar days after the final Agreement offered is personally delivered to the selected proposer or placed by the LTA in the U.S. Mail postage prepaid, the proposer to whom the contract is offered shall execute and deliver the Agreement to the LTA in such number of counterparts as the LTA may require.

If the proposer to whom the award is made fails to enter into the Agreement as herein provided, the LTA may annul the award.

After LTA staff receives the fully executed agreement from the selected proposer, a staff recommendation will be made to the LTA Board of Directors for award of the contract to the selected proposer.

## 5 PROPOSAL REQUIREMENTS

### 5.1 Proposal Options

Proposals may be submitted for each of the following subject to the requirements of this section:

Option 1: Operate CE as a stand-alone service independent of ST.

Option 2: Operate ST as a stand-alone service independent of CE.

Option 3: Operate CE and ST as a combined operation under one contract

Proposals may also be combined as follows subject to the requirements of this section:

- A proposal may be submitted for the operation of CE as a stand-alone service in addition to a Proposal to operate the CE and ST services together as a combined system.
- A proposal may be submitted for the operation of ST as a stand-alone service in addition to a Proposal to operate both services together as a combined system.

A separate proposal shall be submitted for each Option or combination of Options for which the proposer wishes to be considered for award of a contract. Proposals that involve a combination of the available options are subject to additional submittal requirements as described in this Section.

At its sole discretion, LTA may award a contract(s) for the Option(s) it believes best suits the needs of LTA.

Additional information is required where more than one Option is submitted to enable the Selection Committee to properly evaluate the benefits and costs of proposals for a combined operation with proposals to operate only one of the services.

Table 1 shows the information required to be submitted for each proposal option.

### 5.2 General Requirements

Proposals should be brief and concise. Lengthy narrative is discouraged. Proposals should not include any unnecessarily elaborate or promotional material. Note that the Scope of Work contains minimum requirements for some areas which should be addressed in proposals. Sufficient detail must be provided for the Selection Committee to score proposals accurately. All requested information must be supplied. Failure to submit a complete proposal shall be grounds for a determination of non-responsiveness.

Informational material proposer believes to be significant in support of its proposal may be included at the end of its proposal as described in Section 5.6.7.



### **5.3 Proposal Copies and Packaging**

One copy of each proposal shall be submitted with original signatures. Eight copies of each proposal (1A, 1B, 2A, 2B, 3A or 3B, as described later in this RFP) shall also be submitted. Proposals shall be submitted in 3-ring binders as required in Section 5.4. All proposals submitted for an Option shall be placed in container(s) separate from proposals submitted for other options. The Proposal Option number, the firm's name and "San Benito County Local Transportation Authority" shall be clearly marked on each container.

A copy of each proposal shall be submitted on a USB flash drive/thumb drive.

### **5.4 Mandatory Proposal Format**

Each proposal shall be formatted as described below. Proposals not formatted as required may be considered non-responsive.

Each proposal shall be bound in three ring binders. The following information shall be displayed in the specified font style and size on the covers of the binders:

- Proposal Option (insert option number) – Arial black size 44
- Firm Name – Arial black size 36
- San Benito Local Transportation Authority – Arial black size 24

Proposals shall:

- a. Be typed using 12-point size font for the body of the text and appropriate font size for headings at proposer's discretion
- b. Be submitted on 8 1/2"x 11" paper.
- c. Include the Proposer's name and Proposal Option selected in each pages' footer as appropriate.
- d. Use both sides of the paper as appropriate.
- e. Be organized in the exact order described in Sections 5.6.
- f. Use numbered/lettered, tabbed dividers to clearly indicate the location of proposer's responses to each information item requested and to separate the major sections of the proposal from one another.
- g. Questionnaire responses shall be tabbed as described in Section 5.6.4.

### **5.5 Proposed Price and Cost Information**

#### **Vehicle Revenue Hours**

Proposed Prices and Costs shall be based on the operation of the following number of revenue vehicle hours for CE and ST consistent with the requirements of the Agreement (Section 6) and the Scope of Work appropriate to the service(s) for which a proposal is being submitted (Section 7):

- CE: 22,900 Vehicle Revenue Hours
- ST: 6,700 Vehicle Revenue Hours

### **Fixed Rate plus Hourly Rate**

Prices are requested for payment to be made by the LTA to the successful firm in a two-part payment process described as follows:

1. Payment of an agreed upon fixed rate per month regardless of revenue vehicle hours operated, PLUS,
2. Payment for the number of revenue vehicle hours operated during the billing period determined by an agreed upon rate per revenue vehicle hour.

## **5.6 Instructions for All Proposals**

Each proposal shall include documents, information and completed forms as described in this Section and summarized in Table 1. Where necessary or requested, proposals shall reference Option numbers that correspond to those shown in Table 1 (1A, 1B, 2A, 2B, 3A or 3B). These options are briefly described below.

Option 1A CE Alone: Operate CE as a stand-alone service independent of ST.

Option 1B CE or Both: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.

Option 2A ST Alone: Operate ST as a stand-alone service independent of CE.

Option 2B ST or Both: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.

Option 3A CE/ST Together: Operate CE and ST as a combined operation under one contract.

Option 3B (Allocated Costs): An Option 3B submittal is required if a firm submits proposals to operate CE and ST as stand-alone services. The purpose of this submittal is to describe for LTA the benefits that would be realized if one firm were to be awarded contracts for the operation of both CE and ST.

Firms submitting proposals for more than one Option shall submit all required information for each Option submitted as summarized in Table 1. Each Option's proposal shall be a stand-alone document. Unless otherwise indicated, references made to items included in other option submittals will not suffice in lieu of the inclusion of required documents or narrative.

**Table 1**

	Required Proposal Content					
	COUNTY EXPRESS		SPECIALIZED TRANSPORTATION		COMBINED OPERATION OF CE & ST	
	Option 1		Option 2		Option 3	
	A	B	A	B	A	B
	Required for Option 1 if no Proposal will be submitted for Option 3	Required for Option 1 if a Proposal will also be Submitted for Option 3	Required for Option 2 if no Proposal will be submitted for Option 3	Required for Option 2 if a Proposal will also be Submitted for Option 3	Stand Alone Combined Operation Proposal. (Operation of Both Systems)	Combined Operation Proposal In Addition to Complete Proposals for Options 1 & 2
Cover Letter	XX	XX	XX	XX	XX	XX
Table Of Content	XX	XX	XX	XX	XX	
Questions 1-28	XX	XX	XX	XX	XX	
Question 29		XX		XX		XX
Form A-1	XX	XX				
Form A-2			XX	XX		
Form A-3					XX	XX
Form A-4	XX	XX	XX	XX	XX	XX
Form A-5	XX	XX	XX	XX	XX	XX
Form A-6	XX	XX	XX	XX	XX	XX
Form A-7	XX	XX	XX	XX	XX	XX
Forms B-1 to B-8	XX	XX	XX	XX	XX	

As shown in Table 1, the following requirements apply to Proposals that may be submitted:

- Proposals submitted to operate CE only, as a stand-alone service, must include the documents required under Option 1A.
- Proposals submitted to operate CE only, as a stand-alone service, or as part of a contract to operate both CE and ST as a combined service, shall include a Proposal containing all items required under Option 1B plus a proposal for the combined operation of both CE and ST containing all documentation required under Option 3A.
- Proposals submitted to operate ST only, as a stand-alone service, must provide the documents required under Option 2A.
- Proposals submitted to operate ST only, as a stand-alone service, or as part of a contract to operate both CE and ST as a combined service, shall submit a Proposal containing all items required under Option 2B plus a proposal for the combined operation of both CE and ST containing all documentation specified under Option 3A.
- Proposals submitted to operate CE and ST only as part of a combined service under a single contract shall include the documentation required under Option 3A.
- Proposals submitted to operate both ST and CE as stand-alone operations must be accompanied by a proposal containing the documentation required under Option 3B.

#### **5.6.1 Order of Inclusion of Requested Items in Proposals**

Proposals shall address all items requested in the following sections and be presented in the proposal in the exact order shown below.

#### **5.6.2 Cover Letter**

Each proposal shall include a cover letter that identifies, at the top of the letter, the Option (1A, 1B, 2A, 2B, 3A or 3B) for which the proposal is submitted. The letter must also contain the proposing firm's name, address and telephone number. The letter shall

provide the following information: name, title, address and telephone number of an individual with authority to bind the Contractor and who may also be contacted during the period of proposal evaluation.

The cover letter shall provide a statement that the proposal is valid for a minimum period of 180 days subsequent to the RFP closing date.

The cover letter shall include the original signature of the individual authorized to negotiate on behalf of and to contractually bind the proposer.

### **5.6.3 Table of Contents**

Each information item required in Table 1 shall be listed in the Table of Contents along with the associated tab number.

### **5.6.4 Questionnaire**

Responses to each question included below shall be provided in the manner specified herein. For each response to a question, on the page following the question divider tab, the question posed by the RFP must be located at the top of the page followed by the proposer's response. Only one question may be addressed following each divider tab.

#### **Question 1**

Describe your firm's general management philosophy at the corporate and local level for operation of service(s) similar to that for which your firm wishes to be considered.

#### **Question 2**

Describe your firm's corporate/regional organizational structure and the resources that will be available to support the intended service or services. Be specific regarding level of effort, staffing, location, etc.

#### **Question 3**

Describe how your proposed operation would be organized at the local level in San Benito County. With your answer, include an organization chart indicating all job classifications in the organization and the number of employees (split between full-time and part-time) that would be used in each job classification. Provide a brief description of the duties of each position. At a minimum, the chart and description should address the following positions or position equivalents: Site Manager, Operations Manager, Safety and Training Manager, Supervisor/Dispatcher, Road Supervisor, Customer Service Specialist, Bus Driver and administrative support personnel. Provide any information that would assist in determining the quality of the proposed organizational approach.

#### **Question 4**

For each job classification shown in the organization chart submitted for Question 1 above, list the proposed wages for each position utilizing Form A-4 in Appendix A, titled Labor Wages. CONTRACTOR shall certify in its response to this question that it will not lower the stated wage rates during the term of the agreement either for employees of the existing contractor or for employees hired after the agreement becomes effective.

#### **Question 5**

Specifically identify and describe the experience and qualifications of the proposed Site Manager, Operations Manager and Safety & Training Manager. In addition to concise descriptions of the experience and qualifications for these individuals, one-page resumes for these individuals must be included in the response to this question. Identify references (including phone numbers) who can verify experience.

#### **Question 6**

Declare whether or not your firm would retain the employees of the prior contractor for a period of not less than 90 days, consistent with California Labor Code Sections 1070-1074. (As required by law, LTA will give a ten percent (10%) preference to any proposer who agrees to retain the non-exempt employees of the prior contractor.)

Beyond said 90-day period, describe how you intend to utilize the current contractor's drivers, dispatchers, supervisors and other employees. What consideration, if any, would be given to seniority among existing contractor's employees.

#### **Question 7**

- a) Describe your firm's proposed program to accommodate "no shows," absenteeism, vacation and turnover of employees. What assurance does the LTA have that there will be no missed runs due to a lack of employees.
- b) Provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards.

#### **Question 8**

Describe how your firm will monitor service quality.

#### **Question 9**

Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected throughout this process.

**Question 10**

Describe procedures proposed to ensure the LTA staff is kept informed of project developments.

**Question 11**

Describe the proposed bus cleaning operation including, at a minimum, person-hours devoted to cleaning, investment in cleaning equipment and supplies. Does your firm intend to subcontract out for bus cleaning? Describe specifically how your firm will monitor bus cleaning and ensure compliance with the Scope of Work if deficiencies are discovered during monitoring procedures.

**Question 12**

Describe your firm's proposed customer service component. Which personnel will handle telephone and over-the-counter information? Verify in your answer that one individual will be available to provide bus information in Spanish during weekday office hours.

**Question 13**

Describe specific experience with RouteMatch dispatch software.

**Question 14**

Describe the proposed ongoing safety program.

**Question 15**

Describe your experience collecting, record keeping and reporting to your clients the data necessary for them to comply with National Transit Database reporting requirements and Federal Transit Administration drug and alcohol testing reporting requirements.

**Question 16**

The Contractor shall be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues in a dedicated account as directed by the LTA, and for all fare/revenue reporting. Discuss your approach to ensuring funds will not be stolen, pilfered or misplaced and ensuring the validity of data collected throughout this process.

**Question 17**

Briefly, outline the proposed driver training program for new drivers and retraining program for veteran drivers. Included at a minimum must be an outline of the topics covered, the time devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service

with a trainer or instructor, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time devoted to customer relations training, and the amount of time spent training with each type of vehicle in LTA's fleet. In addition to the above, a complete detailed description of the driver-training program and/or driver handbook may be submitted under section 5.4.6. Supplemental Information Proposer Wishes to Provide.

#### **Question 18**

Provide a transition plan in sufficient detail to describe how the transition would occur during a change in contractors, including a timeline showing significant milestones. The plan should include, at a minimum, an overview of the start-up approach including an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the operation of the service. The plan should indicate how the firm proposes to ensure that, during the transition from the current contract to the new contract, transit service will be provided in a continuous, uninterrupted and apparently seamless manner and that the breadth of system knowledge among employees is no less than that possessed by employees prior to the beginning of the new contract. Describe how the proposer's knowledge of the intricacies of the CE and/or ST services will be sufficient to ensure that LTA staff will not need to spend time educating the proposer's staff on such matters.

#### **Question 19**

Discuss any agreements you might have reached with the current union. If your firm has not reached agreements with the current union, your firm may include a brief description of other successful agreements reached with unions on other contracts.

#### **Question 20**

List the experience your firm has providing and/or managing publicly funded transportation service similar to that provided by CE and/or ST (the experience should be relevant to the service for which the proposal is submitted). For each service listed, provide dates of service, annual revenue vehicle hours, number and type(s) of vehicles, annual ridership and the name, telephone number and email address of responsible individuals who can verify service.

#### **Question 21**

List any exceptions you request to the draft Agreement and/or Scope of Work. Exceptions not described in reply to this question will not be considered at a later date unless initiated by LTA staff.

#### **Question 22**

List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to the LTA and would be available to the LTA at no additional charge.

**Question 23**

List and price any other items you propose to offer as an option in addition to the items required by the RFP, the Agreement and the Scope of Work.

**Question 24**

Describe the medical (including prescription coverage), dental and vision benefit packages to be provided to employees. Show the cost of these benefits in Appendix A, Form A-5. Provide the following information for each of the three types of benefits:

- a. Name of plan
- b. Description of plans key benefits
- c. Cost to employees for plan for employee only and for employee plus dependents
- d. Deductible to be paid by employee and/or co-pays required
- e. Annual cost to proposer per employee to provide the benefit
- f. Indicate if the benefit would be available to part-time employees and how the benefit and/or its cost to part-time employees would differ from that provided to full-time employees.

**Question 25**

Describe proposer's intended retirement plan, vacation leave, sick leave, holidays, life insurance coverage, and other benefits. Show costs attributed to the benefits in the appropriate form included in Appendix A, Form A-5.

**Question 26**

Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer "yes" or "no." If the answer is "yes," give details.)

**Question 27**

Is there any recent, current or pending litigation involving transit services operated by your firm due to accidents that have resulted in death or serious injury? ("Recent" shall be defined as any judgment entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit.) Answer "yes" or "no." if the answer is "yes," provide a detailed description of each accident/incident. Describe the plaintiffs' allegation(s) of negligence by your firm, if any, and your firm's response, if any. For traffic accidents, specify the party determined by the investigating law enforcement agency to be at fault and why. The court of jurisdiction and number of each case shall be included with the answer.

**Question 28**

Has any public transit agency, since January 2012, terminated a contract with your firm prior to the contract's intended expiration date or elected not to exercise an



option term. Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.

1. Transit operator name and address.
2. Name and telephone number of contract administrator for said transit operator.
3. Explanatory information.

#### **Question 29**

Proposals submitted under Options 1B, 2B and 3B shall respond to this question after all other question responses in this section: Briefly describe how the proposer's staffing levels, method by which service would be delivered and any other pertinent aspects of Proposer's operation would be different for the Proposal Option in question if the Proposer were to be awarded a contract to operate both CE and ST services as a combined operation under Option 3.

### **5.6.5 Proposed Price and Cost Information**

#### **Price Proposal Forms**

Price Proposals shall be submitted using the forms listed below, which are included in Appendix A to this RFP. Prices shall be submitted for each of the three (3) "Base Years" and each of the five (5) "Option Years". The appropriate Price Proposal form shall be submitted as shown in Table 1. Unless specified otherwise, only one of the three Price Proposal forms must be submitted with each Proposal

Form A-1: County Express Price Proposal

Form A-2: Specialized Transportation Price Proposal

Form A-3: Combined Services Price Proposal

#### **Cost Information Forms**

Appendix A forms A-4 through A-7 shall be used to provide detailed information for operating costs, startup costs, labor wages and labor benefits. A separate set of forms for Detailed Costs, Startup Cost Detail, Labor Wages and Labor Benefits shall be submitted for each proposal.

Form A-4: Detailed Costs Detailed costs need be shown only for the first three years of the term of the agreement for each Proposal Option. This is the only form that permits the submittal of required information to be limited to only the first three years of the agreement.

Form A-5: Start Up Cost Detail Start-up cost for the Proposal's Option. If the Proposal is for Option 3 the start-up costs shall be broken up by CE and ST.

Form A-6: Labor Wages List all positions and wages for the Proposal's Option.

Form A-7: Labor Benefits List all positions and benefits with both the Proposer's and employee costs for the benefits.

#### **5.6.6 Standard Forms to be submitted with proposal**

The forms listed below shall be completed and submitted with each proposal; however, only one copy of these forms with original signatures must be submitted regardless of the number of proposals submitted. The forms with original signatures need be included in only one of the proposals required to have original signatures. All other proposals must include copies of the signed forms. (Forms are included in Appendix B to this RFP.)

- Form B-1: DBE Participation
- Form B-2: Non-Collusive Affidavit
- Form B-3: Eligible Bidder Certificate
- Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Form B-6: Certification of Restriction on Lobbying
- Form B-7: Buy America Certificate
- Form B-8: Acknowledgement of Addenda

#### **5.6.7 Supplemental Information Submitted by Proposer**

At the end of the proposal, proposer may add supplemental information in support of its proposal that is not appropriate to include in its responses to questions contained in Section 5.6.4 Questionnaire. This section must be tabbed "Supplemental Information" and include its own table of contents and numbered/lettered tabs for each individual item.

## **6 DRAFT AGREEMENT FOR MANAGEMENT AND OPERATIONS**

### **DRAFT AGREEMENT FOR TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES**

This AGREEMENT for management of the (insert service name) hereinafter referred to as "(insert service name)", is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the San Benito County Local Transportation Authority, hereinafter referred to as "LTA" and, (insert name of successful proposer), hereinafter referred to as "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the LTA has determined that it requires management and operation services for its (insert service name) public transit system; and

**WHEREAS**, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

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

#### **6.1 Complete Agreement**

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. Either party's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of that party's right to such performance by the other party.

#### **6.2 LTA Designated Representatives**

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the LTA as set forth in this AGREEMENT, subsequent to the authorization of the Board of Directors of the LTA.

#### **6.3 Employment of The Contractor**

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of *(insert CE OR ST, as appropriate)*.

## **6.4 Independent Contractor**

CONTRACTOR'S relationship to LTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

## **6.5 Scope of Work**

Subject only to the general policies and direction of the LTA with regard to (insert service name) management and operation, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise and operate (the insert service name) in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

## **6.6 Changes in Scope of Work**

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of (insert service name) system operations.

### **6.6.1 Amendment**

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT C, entitled "APPROVED AMENDMENTS (insert service name) AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

### **6.6.2 Minor Changes**

Notwithstanding the above, LTA, without invalidating the AGREEMENT, may from time to time order minor changes in the scope and/or extent of (insert service name) system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Section, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty (20%). Such changes shall be made by written sequentially numbered change order.

## **6.7 Term of Agreement**

### **6.7.1 Base Term**

This AGREEMENT shall become effective January 1, 2019 and shall continue in full force and effect through December 31, 2026, unless earlier terminated as provided herein. The first three years of the Agreement shall be known as “base years”.

### **6.7.2 Option Years**

Prior to completion of the three (3) year Base Term, the LTA, at its sole discretion, may extend the AGREEMENT for a one-year option term. Prior to the end of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the AGREEMENT for an additional one-year option term. The LTA may extend the base AGREEMENT for a maximum of five (5) one-year option terms. If the LTA does not extend the Agreement per this section, it shall expire as provided for in Section 6.7.1, Section 6.16 or on the last day of the most current option year extension approved by the LTA. Payment for Option years is shown in Section 6.8.

It is mutually understood and agreed that all work performed and services provided during the option terms shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that LTA is under no obligation whatsoever to extend the AGREEMENT beyond the three (3) base years and that no representations have been made by LTA committing the AGREEMENT to continue into the option years, and that LTA may proceed with alternate methods of providing ST and or CE transit services during the time periods otherwise covered by the option years.

### 6.7.3 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT LTA, at its sole discretion, may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. The Contractor acknowledges and agrees that it shall, upon exercise of the Month-to-Month extensions by the LTA, provide the services described hereunder in satisfaction of all requirements of this Agreement. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1 of the termination of the last option year of the AGREEMENT. The compensation rates in effect during the last monthly period of the final option year of this AGREEMENT shall remain in effect during any such month-to-month extension.

## 6.8 Compensation for Services

### 6.8.1 Base Compensation

In consideration for CONTRACTOR'S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR as shown for each year of the AGREEMENT in the following table, a fixed payment per month plus a rate per revenue vehicle hour for each revenue vehicle hour operated at the direction of the LTA in compliance with Exhibit A, Scope of Work.

<b>Dates for which Rates are Effective</b>	<b>Fixed Payment Per Month</b>	<b>Rate per Revenue Vehicle Service Hour</b>
January 1, 2019 through December 31, 2019		
January 1, 2020 through December 31, 2120		
January 1, 2021 through December 31, 2021		
January 1, 2022 through December 31, 2022		
January 1, 2023 through December 31, 2023		
January 1, 2024 through December 31, 2024		
January 1, 2025 through December 31, 2025		
January 1, 2026 through December 31, 2026		

### **6.8.2 Vehicle Delivery Expense Reimbursements**

LTA shall reimburse CONTRACTOR at the rate per revenue vehicle service hour shown in Section 6.8.1 for each hour a vehicle is in operation as is necessary to deliver vehicles to LTA designated suppliers and vendors for repair and servicing, as directed by LTA. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse, regardless of the party at fault, while the vehicle was under CONTRACTOR's care and control.

### **6.8.3 Compensation for Unanticipated Additional Services**

In the event that additional services are undertaken by CONTRACTOR either at the direction of the LTA or as the result of written authorization provided by LTA to CONTRACTOR, payment to CONTRACTOR shall be adjusted to compensate CONTRACTOR for actual cost incurred to provide said additional services. CONTRACTOR shall provide documentation of costs incurred satisfactory to LTA including, but not limited to, receipts, invoices and other documents that may be required by LTA, copies of which shall be attached to CONTRACTOR's invoice. Said charges shall be included as a separate line item in CONTRACTOR's monthly invoice.

## **6.9 Invoice; Payment**

### **6.9.1 Invoice**

On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

- a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to (insert service name) as identified in Exhibit A - Scope of Work, or revisions thereto, and operator trip sheets.
- b. Fixed monthly payment
- c. Other Charges for which prior authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

### **6.9.2 Payment**

All payments by LTA shall be made in arrears after the service has been provided. Within thirty (30) days following receipt of CONTRACTOR'S invoice, LTA shall pay all reasonable and allowable items in said invoice for services or supplies previously approved by LTA. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

## **6.10 Deductions From Payment**

### **6.10.1 Application of Deductions to Invoice**

Deductions from contractor's monthly payment shall be made as described in this section. Said deductions shall be shown by contractor on its monthly invoice if known in advance of the invoice due date or may be deducted by LTA from contractor's payment as determined appropriate by LTA.

### **6.10.2 Vehicle and Equipment Damage Repair Costs**

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of Contractor filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR's care and control. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR's care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA's satisfaction. If any repairs undertaken by Contractor are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA's satisfaction at CONTRACTOR's cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

For labor costs incurred by the LTA for work performed by its employees related to repair of vehicles as described in this section, LTA shall charge Contractor at the rate of \$39.75 per labor hour to cover LTA staff wages, benefits and overhead. Said rate per labor hour shall be adjusted on January 1 of each year in a percentage amount equal to the percent change in the United States Average Consumer Price Index. For parts and services LTA obtains from third party vendors, LTA shall charge Contractor a ten percent (10%) markup on the costs of the parts or services provided by the third party vendors.



### **6.10.3 Taxes and Other Obligations**

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Section 6.8 any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this AGREEMENT. For purposes of this Section, obligations arising prior to, or after, the execution of this AGREEMENT may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Section 6.8, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

### **6.10.4 Liquidated Damages (applies to CE only, no liquidated damages will apply to ST)**

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a through j of this section. The parties further agree that the amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. Liquidated damages will not be assessed sooner than three months after the initiation of services under this AGREEMENT.

Contractor shall determine if the Liquidated Damages described in this section should be assessed and include such assessments as a line item deduction in its monthly invoice. LTA may also assess liquidated damages at its discretion based on its observations , that of one of its authorized monitors, or after a fully investigated and validated complaint and deduct said Liquidated Damages from Contractor's payment. Liquidated Damages are described as follows for CONTRACTOR'S act(s) or failure(s) to act:

- a. Five Hundred Dollars (\$500) per incident for each day that a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.
- b. Five Hundred Dollars (\$500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.
- c. One Thousand dollars (\$1,000) per incident for each occurrence that: (1) due to driver negligence, a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a bus does not stop for a passenger in a wheelchair waiting for the bus within thirty (30) feet of a designated, signed bus stop.
- d. Fifty Dollars (\$50) per incident for each occurrence, up to a maximum of \$1,000 per day, that a fixed route driver fails to call major bus stops, in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

- e. One Thousand Dollars (\$1,000) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run, based on the definition set forth in EXHIBIT A, Scope of Work.
- f. One hundred dollars (\$100) per incident for buses departing before the time check point published in the CE system's timetables will be assessed up to a maximum of one thousand dollars (\$1,000) for each calendar month of operation.
- g. Two hundred dollars (\$200) for each instance wherein a bus operated by one of CONTRACTOR's employees or subcontractors enters an intersection after the traffic signal has changed to red for the direction in which the bus is travelling.
- h. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a required monthly report after the specified due date in EXHIBIT A, Scope of Work.
- i. One Hundred Dollars (\$100) per calendar day that CONTRACTOR fails to maintain the transit facilities as required by EXHIBIT A, Scope of Work.
- j. Five hundred dollars (\$500) for each month that overall on-time performance falls below 90% as determined by a method for tracking on-time performance agreed upon by LTA and contractor pursuant to Scope of Work Section 7.2.10. "On-time" shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. Trips leaving stops prior to the scheduled time of departure are considered to not be on-time.
- k. The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

### **6.11 Maximum Obligation**

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to (insert compensation amount from proposal), including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed or expenditures incurred by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

## **6.12 Operating Revenues**

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in the attached EXHIBIT A, Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.

## **6.13 Insurance; Bonds; Performance Guarantee**

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

### **6.13.1 Workers' Compensation Insurance and Employer's Liability Insurance**

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

### **6.13.2 Comprehensive General Liability Insurance**

Comprehensive General Liability Insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

### **6.13.3 Commercial Automobile Liability Insurance**

Commercial Automobile Liability Insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured

Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$2,000 per occurrence, (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

#### **6.13.4 Automobile Collision And Comprehensive Insurance Coverage**

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

#### **6.13.5 All Insurance**

All insurance shall contain the following provisions:

- a. Coverage shall be on an "occurrence" basis.
- b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- c. The Liability policy must cover personal injury as well as bodily injury.
- d. The Liability policy shall include a cross-liability or severability of interest endorsement.
- e. Broad form property damage liability must be afforded.
- f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments,

and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.

- i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA.

#### **6.13.6 Copies**

CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

#### **6.13.7 Maintenance of Insurance**

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

#### **6.13.8 Failure to Maintain Insurance Coverage**

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

### **6.14 Fidelity Bond**

CONTRACTOR shall secure for its employees a Fidelity Bond or a policy of employee dishonesty insurance protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such Fidelity Bond or employee dishonesty insurance shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide LTA a copy of said bond or insurance certificate.

## **6.15 Performance Guarantee**

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon demand.

## **6.16 Termination**

### **6.16.1 For Convenience**

When it is in the LTA's best interest, the LTA 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 LTA. If the CONTRACTOR has any property in its possession belonging to the LTA, the CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.

### **6.16.2 For Default**

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 LTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the LTA 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 LTA, 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.

### **6.16.3 For Bankruptcy**

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

### **6.16.4 For Nonpayment By LTA**

In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then 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 such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

### **6.16.5 By mutual agreement**

The PROJECT may also be terminated if the LTA 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.

### **6.16.6 Compensation Upon Termination**

Should this AGREEMENT be terminated by either party, LTA shall be liable for costs and fees as specified in Section 6.8 accrued to the date of termination. Thereafter, CONTRACTOR shall have no further claims against LTA under this AGREEMENT.

### **6.16.7 LTA Remedies On Breach**

Notwithstanding anything to the contrary herein, 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 LTA 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 LTA to provide such services.

### **6.16.8 Transition to Future Contractor**

For up to sixty (60) days before and after the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and

maintenance records. Said information shall include but not necessarily be limited to, driver training records, driver “paddles”, and documentation of hours worked by drivers. CONTRACTOR shall allow the succeeding contractor to enter the premises for the purpose of determining needs for and placement of furniture and equipment.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR’S services to the new provider’s services and shall cooperate fully with the LTA and the new provider to this end.

LTA may withhold all or a portion of final payment to CONTRACTOR if LTA determines CONTRACTOR has not been cooperative to the extent required by this Section.

## **6.17 Control of CONTRACTOR Performance**

### **6.17.1 Consistency with Agreement**

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR’s performance of services shall be treated as changes pursuant to Section 6.8.

### **6.17.2 Contractor Shall Advise LTA Of Matters Of Importance**

CONTRACTOR shall advise LTA of matters of importance such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR’S actions or inaction as provided in this agreement or otherwise provided by law.

### **6.17.3 LTA Interference With CONTRACTORS Business Affair Management**

LTA shall not interfere with the management of CONTRACTOR’S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR’S employees. LTA may advise CONTRACTOR of any employee’s inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand reassignment of any CONTRACTOR employee from the LTA’s project by providing written notice to CONTRACTOR.

## **6.18 Shortages and Delays**

In the event that LTA fails to provide or delays provision of items as herein described, in the quantity and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.



## **6.19 Substitutions and Replacement of Proposed Personnel**

In the event that CONTRACTOR substitutes or replaces any personnel interviewed during the Request for Proposals process without consulting LTA, LTA shall assess a ten percent (10%) penalty of the estimated total cost of the first year of operations.

## **6.20 Force Majeure**

### **6.20.1 Responsibility for Losses**

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

### **6.20.2 Entitlement to Compensation**

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this Section.

### **6.20.3 Contractor Unable to Provide Services**

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempts to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

### **6.20.4 Contractor Knowledge of Potential Force Majeure**

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

## **6.21 Emergency and Disaster Procedures**

In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with Section 6.8 herein, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs.

CONTRACTOR shall provide enough potable water and non-perishable food items for its employees for five (5) days to be used in case of an emergency and disaster. Supply items shall be assessed annually for deformed and expired items. Potable water shall be replaced annually. In addition to the aforementioned items, the following shall also be included:

- Cups
- Plates
- Utensils
- Two (2) manual can openers
- Toilet paper
- Cookware (if needed)

CONTRACTOR shall store the items in clearly labeled, sturdy containers in an area that is readily accessible by the CONTRACTOR.

## **6.22 Dispute Resolution and Attorney Fees**

Any dispute over a decision by LTA staff under this AGREEMENT including, but not limited to, any assessments assessed pursuant to Section 6.10, except decisions of the LTA Executive Director, shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, Contractor shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director, including such other LTA staff persons as LTA Executive Director may determine necessary, regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this Agreement shall be final and shall not be appealable to LTA.

### **6.22.1 Continuing Duty**

Pending final resolution of a dispute under this Section, Contractor shall proceed diligently with performance in accordance with this Agreement and the recommended decision of the LTA Executive Director.

### **6.22.2 Attorneys' Fees**

If any action at law or in equity is brought on account of any breach of this Agreement, or to enforce or interpret the Agreement or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the court and made a part of any judgment rendered.

## **6.23 Indemnification**

CONTRACTOR shall indemnify and hold harmless the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and the Council of San Benito County Governments, and their officials, officers, agents, employees, volunteers and assigns from and against any and all claims,

damages, losses, costs, liability, and expense for death, personal injury, and property damage, such claims, damages, loss, costs, liability and expense arising out of or alleging to arise out of, or resulting in whole or in part, directly or indirectly, from work or operations under this contract, but not limited to the acts, errors, omissions, negligence and willful misconduct of CONTRACTOR, CONTRACTOR'S officers, employees, agents, and subcontractors, except to the extent that such claims, damages, losses, costs, liability, and/or expenses are the result of the sole negligence or willful misconduct of the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and/or the Council of San Benito County Governments.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **6.24 Conflict Of Interest**

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. The CONTRACTOR further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this AGREEMENT is an officer or employee of LTA.

### **6.24.1 Conflict of Transportation Interests**

CONTRACTOR shall not divert any revenues, passengers or other business from LTA to any other transportation operation of CONTRACTOR.

### **6.24.2 Conflicting Use**

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

### **6.24.3 Interest of Members of or Delegates to Congress**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

## **6.25 Title To Documents; Copyright**

All reports and other materials collected or produced by CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by CONTRACTOR, the subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by

CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

## **6.26 Audit; Retention Of Records**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to authorized representatives of LTA, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller's Office representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

## **6.27 Disadvantaged Business Enterprises (DBE)**

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance programs.

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

C. CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after CONTRACTOR's receipt of payment for that work from LTA. CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by LTA and CONTRACTOR's receipt of the partial retainage payment related to the subcontractor's work.

D. CONTRACTOR shall promptly notify LTA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same

amount of work. CONTRACTOR shall not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LTA.

E. The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

F. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

G. 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.

H. 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.

I. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, 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 STATE. 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.

## **6.28 Equal Employment Opportunity**

During the performance of the contract, the CE Contractor agrees to the following:

A. The CE Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.

B. The CE Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the CE Contractor. The CE Contractor

agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The CE Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the CE Contractor, shall state that the CE Contractor is an equal opportunity employer.

## **6.29 Compliance With Laws, Rules, Regulations**

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. §1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability. CONTRACTOR is subject to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between LTA and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, excluding general-public paratransit vehicle inspections. CONTRACTOR shall assure that all of its employees operating insert service name vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Driver's Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

## **6.30 Bankruptcy**

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## **6.31 Prohibition Against Assignment And Delegation Of Duties**

Except as specifically authorized herein, no rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

### **6.32 Negotiated Contract**

This AGREEMENT has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this AGREEMENT within the meaning of California Civil Code Section 1654.

### **6.33 Severability**

Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this AGREEMENT are declared to be severable.

### **6.34 Time Is Of The Essence**

Time is of the essence in the performance of this AGREEMENT.

### **6.35 Responsibility of Agreement Administrators**

All matters concerning this AGREEMENT, which are within the responsibility of the parties, shall be under the direction of, or shall be submitted to, the respective AGREEMENT administrators or to the party's employee specified, in writing, by the AGREEMENT administrator. A party may, in its sole discretion, change its designation of its AGREEMENT administrator and shall promptly give written notice to the other party of any such change.

### **6.36 Materiality**

The parties consider each and every term, covenant, and provision of this AGREEMENT to be material and reasonable.

### **6.37 Waiver**

Waiver by either party of a breach of any covenant of this AGREEMENT will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and signed by all parties.

### **6.38 Authority And Capacity**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this AGREEMENT.

### **6.39 Binding On Successors**

All of the conditions, covenants and terms contained herein shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this AGREEMENT.

### **6.40 Accumulation Of Remedies**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

### **6.41 Independent Advice**

Each party hereby represents and warrants that in executing this AGREEMENT it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this AGREEMENT and the rights and duties arising out of this AGREEMENT, or that such party willingly foregoes any such consultation.

### **6.42 No Reliance On Representations**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this AGREEMENT may turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts

### **6.43 Counterparts**

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one AGREEMENT.

### **6.44 Headings**

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



#### **6.45 Sale or Transfer**

CONTRACTOR agrees that it will not sell, assign or transfer, in whole or in part, any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

#### **6.46 Federal Clauses**

The Federal Clauses attached hereto as Exhibit B shall be incorporated into this agreement by reference as if fully set forth herein.

#### **6.47 Precedence Of Contract Documents**

The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the following order of precedence shall be used to resolve conflicts to the extent they exist: 1) amendments and change orders to this Agreement, 2) This Agreement, including all Exhibits referenced herein, 3) Addenda to the Request for Proposals, with addenda with later dates having precedence over addenda with earlier dates, 4) The Request for Proposals, 5) CONTRACTOR's proposal, including "Best and Final Offer" .

#### **6.48 Notices**

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the parties' AGREEMENT administrators, who shall be the persons named below:

CONTRACTOR:       (Head of Contracting Entity)  
                          (Title)  
                          (Contractor)  
                          (Contractor Address)  
                          (Contractor facsimile number)

LTA:                 Mary Gilbert  
                          Executive Director  
                          San Benito County Local Transportation Authority  
                          330 Tres Pinos Road, Suite C7  
                          Hollister, CA 95023  
                          Facsimile: (831) 636-4160

Notices will be deemed given on:

- a. The day the notice is personally delivered to the AGREEMENT administrator or the office of the party's AGREEMENT administrator; or

- b. Five (5) days after the date the notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this contract, with first-class postage fully prepaid; or
- c. On the day that the notice is transmitted by facsimile to a party's facsimile number specified above, provided that an original of such notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this AGREEMENT, on the same day as the facsimile transmission is made.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

**LTA:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By: \_\_\_\_\_

Shirley L Murphy, Deputy County Counsel

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

## **7 SCOPE OF SERVICES**

### **Exhibit A to Agreement – Scope of Services**

*(The appropriate Scope of Work for either CE or ST will be inserted as Exhibit A to the Agreement after negotiations are completed with the successful Proposer. Note that the Section Numbering and references to section numbers and other documents will be revised in the final Scope of Work when it becomes part of the final Agreement after completion of negotiations with the successful Proposer.)*

#### **7.1 Responsibilities And Duties Of The LTA For County Express Operations**

The San Benito County Local Transportation Authority (LTA) shall perform the following duties and accept the following responsibilities with respect to the County Express (CE) transit system. To the extent reasonable and feasible, CE Contractor shall assist LTA in this regard.

##### **7.1.1 System Planning and Administration**

The LTA shall be responsible for all planning activities and shall set levels of service relative to County Express routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

##### **7.1.2 Liaison with Local Jurisdictions, Citizens Groups**

The LTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens' groups.

##### **7.1.3 Notification - Potential Interference with Transit System Operations**

The LTA shall make a reasonable effort to notify CE Contractor in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with CE operations or require deviations from established routes or schedules. The CE Contractor and the LTA shall mutually agree upon such deviations.

##### **7.1.4 Advertising and Promotion**

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of CE operations and to promote ridership. The CE Contractor shall assist and cooperate with marketing and promotional events or activities.

##### **7.1.5 LTA Vehicles and Equipment; Maintenance and Repair**

The LTA shall provide to the CE Contractor the vehicles and equipment set forth in Appendix C. The vehicles and equipment shall be used only for activity directly related to the transit program covered by this Agreement, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, fareboxes, and other specified equipment. The CE Contractor shall be responsible for daily vehicle servicing as described in Section 7.5.2 and for all

damage to equipment excluding normal wear and tear. The CE Contractor shall promptly report all vehicle defects to the LTA's maintenance staff. In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the CE Contractor to develop a corrective training program or other corrective action.

#### **7.1.6 Radio Communications System**

The LTA shall provide and maintain a two-way radio communications system, which shall be used by the CE Contractor solely for communications related to CE operations. The LTA shall provide and maintain license(s) as required for the radio system. The CE Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

#### **7.1.7 Fuel**

The LTA shall provide and be responsible for the cost of all fuel necessary for the operation of CE revenue vehicles that is obtained by Contractor at the LTA fueling facility. The CE Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report in a format satisfactory to LTA. Non-revenue vehicles shall not be fueled at LTA's fueling facility. Cost of fuel for non-revenue vehicles shall be Contractor's responsibility.

#### **7.1.8 Schedules and Fare Media**

The LTA shall prepare, print and provide to the CE Contractor all schedules and fare media required by CE operations. The CE Contractor shall distribute and disseminate such materials in accordance with the provisions of this Agreement and any directions supplemental thereto provided by the LTA.

#### **7.1.9 Street Furnishings**

The LTA shall purchase and install all street furnishings for CE operations. Such furnishings include bus stop signs and posts, benches, shelters and the like. The CE Contractor shall maintain all such furnishings and ensure any vandalism is attended to as soon as possible but in no case more than 24 hours after it is reported. Further, the LTA shall maintain or request that the State of California Department of Transportation (Caltrans) or property owners along CE routes maintain trees along CE routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches.

The CE Contractor shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but not be limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, major street and cross street, and the exact corner on which the stop is located (northeast, southeast, northwest, southwest, midblock).

Nothing heretofore shall relieve the CE Contractor's vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

#### **7.1.10 CE Operations Headquarters**

The LTA shall provide the operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023. The facility includes adequate parking area for all CE vehicles, three installed telephone lines with telephones, which shall be exclusively dedicated to the CE reservation and information system, the CE two-way radio base station, counter space and cabinets, and all utilities.

#### **7.1.11 Operating Policies and Procedures**

The LTA shall establish all operating policies and procedures for the operation of CE services. LTA shall set all passenger policies and procedures.

### **7.2 Duties And Responsibilities Of The County Express Contractor**

In this section, the duties and responsibilities shall refer to only CE services. The CE Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of CE. The omission of a duty or responsibility from the following shall not relieve the CE Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and demand response public transit service of a kind and character such as CE.

#### **7.2.1 General CE Operations**

The CE Contractor shall provide the necessary management, technical and operating services for the operation of the CE services as specified by the LTA. The CE Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The CE Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The CE Contractor shall furnish all equipment and services required in the operation and management of the County Express unless specifically identified to be contributed by the LTA. The CE Contractor shall work closely with the ST Contractor to ensure a high level of coordination for the benefit of the riders of both CE and ST.

#### **7.2.2 New Service Schedules**

If the LTA establishes new or additional services to those listed in the County Express website ([www.SanBenitoCountyExpress.org](http://www.SanBenitoCountyExpress.org)), the CE Contractor shall be responsible for establishing a schedule agreeable to the LTA. The schedule shall be submitted to the LTA for review and approval within 30 calendar days of LTA submittal of a request to the CE Contractor so that the new or additional services may be implemented in a timely manner. The LTA will be responsible for updating the information in electronic format and any hardcopy reproduction. The CE Contractor shall assist the LTA in distributing and posting the information related to the new or additional services.

### **7.2.3 Fixed-Route Service Operations**

The CE Contractor will operate fixed-route bus transit services as specified by the LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, the CE Contractor is hereby authorized to deviate from established routes when necessary, to avoid construction, detours, and vehicles or other obstructions within the public right of way. The CE Contractor shall notify the LTA of any such obstruction that caused deviation(s) from established routes. In the event that a CE route operates more than ten minutes behind schedule, the CE Contractor shall take all available steps to restore on-time performance. The CE Contractor shall notify the LTA of the delay and shall provide the LTA with detailed procedures that will be used to restore on-time performance.

### **7.2.4 Dial-A-Ride Service Operations**

Dial-A-Ride service shall be operated in accordance with the operating days, hours and service area set forth in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto. Dial-A-Ride operations shall be provided in a “curb-to-curb” manner for the general public. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards and reasonable modification.

The CE Contractor shall respond to telephone requests for Dial-A-Ride service on a “real-time” demand-response basis in accordance with the LTA service standards described herein. Contractor shall also accept telephone requests for advance reservations made up to fourteen (14) days in advance. Advance reservation trips shall be given scheduling priority over real-time demand response trips.

The CE Contractor is authorized to have only as many vehicles in Dial-A-Ride revenue service at a given time as service demand requires. In no event will the total monthly revenue vehicle hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without prior discussion and written authorization from the LTA.

### **7.2.5 ADA Paratransit Operations**

ADA Paratransit service shall be operated in accordance with the operating days, hours and service area in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto. ADA Paratransit operations will be provided in a “curb-to-curb” manner for the ADA Paratransit eligible clients unless assistance is requested as a “reasonable modification”. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards. The service area of the ADA Paratransit area consists of all geographic area within  $\frac{3}{4}$  miles of a Fixed Route and is located in the City of Hollister.

Reservation priority shall, if necessary to comply with required ADA Paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility, such as an ADA eligibility certification card issued by the LTA or partner transit system. The CE

Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards.

The CE Contractor shall also accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the service day. Subscription services are subscribed in two-week increments.

The CE Contractor is authorized to have only as many vehicles in ADA Paratransit revenue service at a given time as service demand requires. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without the LTA’s prior written authorization. The ADA customer base within the service areas as of February 2018 was approximately 200 permanent eligible persons.

#### **7.2.6 Issuance of Courtesy Cards and ADA Paratransit Eligibility Cards**

Applicants for CE Courtesy Cards and ADA Paratransit cards will submit applications to the CE Contractor for review and determination of eligibility. The Contractor shall review the applicant’s information to determine eligibility. Although the process is primarily conducted utilizing only the information on the application, Contractor shall make additional contacts as necessary in cases where applicant information is missing or clearly inaccurate. Contractor shall prepare eligibility cards for qualifying individuals and mail or otherwise deliver said cards to eligible individuals.

#### **7.2.7 Adjustment to Service**

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the CE Contractor so long as the resulting annual revenue hours remain within 20 percent (20%) of the total projected annual revenue hours. Modifications to services may include, but are not limited to, extending, removing, adding, or modifying routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the LTA or CE Contractor may request revision of the unit cost per revenue hour. If such a request is made by either party, the parties shall enter into negotiation to determine a revised unit cost per revenue hour that is fair to both parties.

#### **7.2.8 Special Event, Promotional, and Other Special Services**

In addition to regular CE operations, the CE Contractor may from time to time, upon receiving specific written authorization by the LTA, provide special event, promotional, or other special transportation services within the CE service area using CE vehicles, provided that such services are determined by CE to be in the public interest, do not interfere with regular CE operations, and are in compliance with applicable federal and state statutes.

The CE Contractor shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the Agreement, except that said rate shall also be

applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

In addition to the above, and at no charge to LTA, the CE Contractor shall permit LTA staff and visitors accompanied by LTA staff to tour the CE Contractor's administrative facility. CE Contractor's staff shall assist with the tour as requested by the LTA. The CE Contractor will be provided a minimum of 24 hours' notice of such visits and the LTA will accommodate the CE Contractor's schedule.

#### **7.2.9 New Services**

The CE Contractor recognizes that as a transit provider, the LTA will investigate and experiment with various new and/or innovative services and pilot programs during the eight year duration of the agreement and that said services cannot be foreseen and described at this time. The CE Contractor shall assist the LTA in implementation and monitoring of said services at the LTA's request and direction. Compensation for the CE Contractor's role in the provision of said services will be governed by Agreement Section 6.8.3, Compensation for Unanticipated Additional Services.

#### **7.2.10 Service Standards**

The CE Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Base, Fixed-Route Service and Dial-A-Ride and Paratransit Service Performance Indicators described in this section shall be tracked by the CE Contractor in a manner satisfactory to the LTA.

The CE Contractor and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific CE service, the LTA and CE Contractor shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the CE Contractor shall provide recommendations that could improve the trend. Should the LTA determine that the CE Contractor's performance has contributed to a negative Performance Indicator trend, the CE Contractor shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

##### **A. CE Base Performance Standards**

The CE Contractor shall strive to comply with the minimum performance standards described below: LTA will discuss trends. Contractor shall keep track of all this information.

- 1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or property. An accident is defined as any contact between the bus and another object except the road.



- 2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.
- 3) Operations – On Time Performance: Bus departures expressed as a percentage of total departures from scheduled time points. “On-time” shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. No trips shall leave stops ahead of schedule. Prior to initiating the tracking of this Performance Indicator, the CE Contractor shall devise a statistically significant method to measure on-time performance, which shall be subject to LTA’s review and approval.
- 4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.
- 5) Operations – On-Board Service Evaluations: The CE Contractor shall, in cooperation with the LTA, develop a comprehensive, statistically sound on-board service quality survey to be implemented as approved by the LTA. A numerical scoring system shall be developed by the CE Contractor and submitted to the LTA for its approval.
- 6) Maintenance – Fleet Inspections: The CE Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the CE Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted by LTA, the frequency of which shall be at LTA’s discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector’s results will be compiled in such a way as to arrive at a numerical score.
- 7) Customer Service - Complaint Follow-Up: The CE Contractor shall ensure all valid complaints are resolved in a timely manner and to the customer’s satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the CE Contractor’s administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CE Contractor. The CE Contractor Performance Indicator will be the percentage of satisfactory responses received from survey participants. The CE Contractor shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

**B. Fixed Route Service Standards:**

- 1) Schedule Reliability: The Performance Indicator shall be the percentage of total bus departures within five (5) minutes after the scheduled time as indicated by published timetables. At no time shall a bus depart early. This

standard applies to each time listed in the schedule, not just terminal departure times.

- 2) Missed Run: Missed runs are prohibited. The number of missed runs shall be tracked. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

**C. Dial-A-Ride and Paratransit Service Standards:**

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour Passenger boardings per vehicle revenue hour on all demand response services:
- 2) Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time.
- 3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.
- 4) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 5) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 6) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

**7.2.11 Operations Personnel**

The CE Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate CE services and meet the performance standards established by the LTA.

For purposes of this Agreement, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of CE vehicle operations or related functions.

**7.2.12 Operations Management**

The CE Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees and meet the performance standards established by the LTA.

The CE Contractor shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the CE public transit program under the terms of this Agreement. The Project Manager must have a minimum of five years of experience in public

transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the operations facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, and unless otherwise approved by the LTA, for a minimum of 40 hours per week. Should the level of operations personnel (not including drivers) not be sufficient for the Contractor to complete all tasks stated in this Scope of Work, the Project Manager shall perform the duties himself/herself if the Project Manager has knowledge or capability to complete the tasks sufficiently.

The Project Manager designated for this project shall not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the CE Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event less than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day CE operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the CE Contractor regarding all matters pertaining to this Scope of Work.

#### **7.2.13 Employee Selection and Supervision**

The CE Contractor shall be responsible for the employment and supervision of all employees necessary to perform CE operations. The CE Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The CE Contractor shall use appropriate screening and selection criteria in the employment of operations personnel. The CE Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake all steps necessary to assure employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The CE Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or within 8 years prior to the expected date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The CE Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions, including personnel engaged in the operation, servicing and control of CE vehicles and equipment. Said program shall comply with all applicable requirements established by the FTA or other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The CE Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The CE Contractor shall fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The CE Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the CE Contractor or the LTA to be in conflict with the language and intent of Article 6.4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

#### **7.2.14 Bilingual (English/Spanish) Personnel**

The CE Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transit system operating hours to receive telephone calls from the public and to provide translation for transit system personnel and passengers.

#### **7.2.15 Training of Drivers and Operations Personnel**

The CE Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CE Contractor shall implement and maintain a specific training and retraining program for all drivers. The program shall provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques,

accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing County Express services.

All drivers shall be certified as having completed the CE Contractor's formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CE Contractor shall prepare and furnish a Driver's Manual to the LTA for approval and to all drivers, dispatchers, telephone operators and supervisors. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel, who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, County Express reservation procedures, and operating policies. Operations control personnel assigned to County Express scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CE Contractor shall provide specific training to appropriate personnel on the use of the RouteMatch system to ensure that its capabilities are used to the maximum level of effectiveness.

The CE Contractor shall implement, within ninety (90) days after the start of the contract term, a Spanish-language keyword/key-phrases training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

#### **7.2.16 CE Driver's Responsibilities**

CE Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the CE customer relations, promotion, marketing, monitoring and supervisory functions. CE Drivers will be required to honor special passes; collect, cancel and/or validate passes, tokens and coupons; and issue and collect transfers, as determined by the LTA. CE Drivers shall verify cash and token fares deposited in the farebox, but shall not carry revenue. CE Drivers shall record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

CE Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local time.

#### **7.2.17 CE Uniforms**

CE Drivers shall be in uniform at all times while in service or otherwise on duty. At all times CE drivers shall wear a badge that identifies the driver with name, employee number, or both. The CE Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. CE Drivers shall be required to maintain a neat and clean appearance at all times while on duty. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.

#### **7.2.18 Safety Program**

The CE Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The CE Contractor shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The CE Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the CE Contractor to drivers and other employees, and participation in risk management activities under the auspices of the CE Contractor's insurance carrier or other organization. The CE Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

#### **7.2.19 California Pull Notice Program**

The CE Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The CE Contractor shall require all drivers, control room personnel, and supervisors to participate in the program. Contractor shall submit an annual pull notice program compliance certificate to the LTA and notify the LTA of any notices of non-compliance with program requirements.

#### **7.2.20 Road Supervision**

The CE Contractor shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road supervision shall be conducted utilizing Contractor's vehicles. No LTA owned vehicles may be used for Road supervision.

### **7.2.21 Secret Rider Program**

CONTRACTOR shall implement a “secret rider” program whereby drivers are routinely and discreetly monitored by individuals unknown to the driver. CONTRACTOR shall report monthly the number of hours “secret riders” were on-board LTA buses during the previous month. Said hours shall be a minimum of twenty (20) hours each month. CONTRACTOR shall provide LTA with a summary of “secret rider” observations in a manner and format prescribed by LTA. Secret rider personnel shall be well versed in ADA regulations and shall closely monitor driver actions to ensure compliance with said regulations, in particular secret riders shall monitor driver bus stop announcements to ensure ADA compliance.

### **7.2.22 Accident, Incident, and Complaint Procedures**

#### **A. General**

The CE Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

#### **B. Incidents**

The CE Contractor shall provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. The CE Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident and how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators shall notify Dispatch of any illegal actions on the bus immediately. Dispatch shall immediately notify the Police Department of the jurisdiction in which the incident or accident took place.

#### **C. Accidents**

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The CE Contractor shall request that the law enforcement agency respond to investigate the accident. The CE Contractor shall supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by the CE Contractor of all accidents and incidents resulting in loss or damage to CE property as soon as possible, but in all cases within 24 hours. In cases involving injury, the CE Contractor shall notify the LTA of the incident immediately after contacting emergency services.

## **D. Complaints**

Contractor shall address complaints as soon as possible. Initial contact with the complainant shall be made within twenty-four (24) hours of receiving the complaint in person, by telephone or by e-mail. Contractor shall make every reasonable effort within established LTA policies to resolve complaints at its level. Contractor shall immediately report complaints to the LTA that meet the criteria listed below, as such criteria may be amended by the LTA from time to time:

- Complaints that cannot be resolved at Contractor level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

Contractor shall prepare written reports on all complaints received in a format specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by ST or CE shall be recorded and reported with complaints in a format specified by the LTA.

## **E. Service Interruptions**

Contractor shall report to LTA in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule and demand response vehicles operating more than thirty minutes behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA's discretion.

### **7.2.23 Vehicle Control and Scheduling**

The CE Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The CE Contractor shall utilize the LTA's RouteMatch program to its full potential in support of activities necessary to schedule and transport CE passengers riding demand-response services operated by the CE Contractor.

### **7.2.24 Operations Headquarters**

The CE Contractor shall provide and maintain operations and control room furnishings and equipment required to provide CE services. The CE Contractor shall provide and



maintain computers, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be necessary and appropriate.

The CE Contractor shall be responsible for providing custodial services for CE Contractor occupied areas. These areas include the restrooms, lobby and dispatch area, manager's office, safety trainer office, supply room, and break room. Custodial services shall be performed at a minimum of twice a week. The CE Contractor shall also be responsible for providing cleaning and maintenance supplies for custodial services.

#### **7.2.25 Telephone Reservation and Information System**

The CE Contractor shall utilize CE telephone lines solely to respond to incoming calls from CE patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the CE reservation and information system. The CE Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum number of busy signals. The CE Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The CE Contractor shall install and maintain at the CE Contractor's expense separate telephone line(s) for business office, facsimile, internet or other calls. The CE Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired CE patrons. The CE Contractor may provide TDD equipment for communication with hearing-impaired patrons or use the California Relay Service.

#### **7.2.26 Fares and Fare Collection**

All fares of any kind or character to be paid by CE patrons shall be established by the LTA. The CE Contractor shall assure each patron pays the appropriate fare prior to provision of transportation service. All cash fares shall be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The CE Contractor shall collect or otherwise process in the manner directed by the LTA all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the CE Contractor will, within 24 hours of the request, have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue shall be done in a secure fashion in accordance with the CE Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours. Minivans are not equipped with fareboxes due to size limitations. Fares on minivans shall be collected and secured in a manner satisfactory to the LTA.

#### **7.2.27 Fare Revenue Processing**

The CE Contractor shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff

either directly or by closed circuit television. Contractor shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the CE Contractor and approved by LTA. At least three times each week the CE Contractor shall deposit fare revenue at a banking institution as directed by the LTA and submit deposit receipts to the LTA on a weekly basis. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CE Contractor.

#### **7.2.28 Fare Sales**

The CE Contractor's office staff shall sell tokens and passes in accordance with procedures specified by the LTA. The CE Contractor shall assist the LTA and CE customers by providing accurate information to customers requesting information regarding pass and token sales.

#### **7.2.29 Street Furnishings**

The CE Contractor shall maintain all bus stop signs, posts, benches, shelters and other bus stop furnishings, including trash removal, and shall ensure any vandalism is attended to as soon as possible, but in no case more than 24 hours after it is reported.

The CE Contractor shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus stop shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but is not limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, street and cross-street, and the exact corner of the intersection on which the stop is located.

#### **7.2.30 Books, Record, Reports, and Inspection**

The CE Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement, on file for at least three (3) years following the date of final payment to the CE Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CE Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the CE Contractor's facilities and activities during the CE Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the CE Contractor's compliance with the provisions of this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The CE Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the CE operation in accordance with Section 99243 of the

California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The CE Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by the CE Contractor and approved by the LTA and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

The Project Manager shall prepare and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected: Cash and Tokens
- Fare Sales
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations

- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Road Calls
- Summary of Demand Response Wait Time
- Summary of Demand Response Ride Time

#### **7.2.31 System Promotion**

Contractor shall distribute and disseminate schedules in accordance with the provisions of the CE Scope of Services. The CE Contractor shall post notice within the transit vehicles at least one (1) week before the date on the notice and the Contractor shall remove notices from the transit vehicles no more than one (1) day after the date on the notice.

The CE Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The CE Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The CE Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The CE Contractor is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

#### **7.2.32 System Recommendations**

The CE Contractor shall continually monitor CE operations, facilities and equipment and shall, as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority to make determinations and to take action on such recommendations.

#### **7.2.33 Route Planning and Schedule Coordination**

The CE Contractor will provide the LTA with information to contribute to schedule revisions and to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The CE Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

#### **7.2.34 Holiday Service**

Service will not be provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless otherwise directed by the LTA to the CE Contractor in writing at least 30 days prior to the required day of service.

#### **7.2.35 Service Interruption**

In the event of a service interruption of any kind, the CE Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the CE Contractor's discretion how to mitigate such events.

The CE Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of the contract.

The CE Contractor will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause major service interruptions, severe injuries, or media attention shall be reported to the LTA immediately. All service interruptions or detours when normal routing or service is resumed must be reported to the LTA.

### **7.3 Responsibilities And Duties Of The LTA For Specialized Transportation Operations**

The San Benito County Local Transportation Authority (LTA) shall perform the following duties and accept the following responsibilities with respect to Specialized Transportation (ST) operations. To the extent reasonable and feasible, the ST Contractor shall assist the LTA in this regard.

#### **7.3.1 System Planning and Administration**

The LTA shall be responsible for all planning activities, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

#### **7.3.2 Liaison with Local Jurisdictions, Citizens Groups**

The LTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens' groups.

#### **7.3.3 Notification - Potential Interference with Transit System Operations**

The LTA shall make a reasonable effort to notify the ST Contractor in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with the ST operations or require deviations from established routes or schedules. The ST Contractor and the LTA shall mutually agree upon such deviations.

#### **7.3.4 Advertising and Promotion**

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ST operations and to promote ridership. The

ST Contractor shall assist and cooperate with marketing and promotional events or activities.

### **7.3.5 LTA Vehicles and Equipment; Maintenance and Repair**

The LTA shall provide to ST Contractor the vehicles and equipment set forth in Appendix C. These vehicles and equipment shall be used only for activity directly related to the ST program covered by this Agreement, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, and other specified equipment. The ST Contractor shall be responsible for daily vehicle servicing as described in Section 7.5.2 and for all damage to equipment excluding normal wear and tear. The ST Contractor shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the ST Contractor to develop a corrective training program or other corrective action.

### **7.3.6 Cost of Fuel**

The LTA shall provide and be responsible for the cost of all fuel obtained by the ST Contractor at the LTA fueling facility necessary for the operation of ST revenue vehicles. The cost of fuel obtained by the ST Contractor at any facility other than the LTA fueling facility will not be covered by the LTA unless the ST Contractor has received written permission from the LTA approving the purchase.

### **7.3.7 Radio Communications System**

The LTA shall provide and maintain a two-way radio communications system, which shall be used by ST Contractor solely for communications related to ST operations. The LTA shall provide and maintain license(s) as required for the radio system. The ST Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

### **7.3.8 Telephone System**

LTA does not provide telephone equipment or any associated wiring or hookups.

### **7.3.9 ST Operations Headquarters**

The LTA shall provide parking for ST operators and ST dedicated vehicles at an operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023. The ST Contractor shall provide its own office facility for all of its administrative functions.

Proposers may propose an alternative site for employee parking and ST dedicated vehicle parking. However, the alternative site must offer ample parking, and be well-lit and secured.

### **7.3.10 Operating Policies and Procedures**

The LTA shall establish all operating policies and procedures for the operation of ST services.

## **7.4 Duties And Responsibilities Of The Specialized Transportation Contractor**

In this section, the duties and responsibilities shall refer to ST services only. The ST Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of ST. The omission of a duty or responsibility from the following shall not relieve the ST Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating specialized transportation services of a kind and character such as ST services.

### **7.4.1 General ST Operations**

The ST Contractor shall provide the necessary management, technical and operating services for the operation of the ST services as specified by the LTA. The ST Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The ST Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The ST Contractor shall furnish all equipment and services required in the operation and management of ST services unless specifically identified to be contributed by the LTA.

### **7.4.2 Out-of-County Non-Emergency Medical Transportation Services (OOCMT)**

OOCMT services will be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Require medical services not provided in San Benito County
- Have no other transportation available

The ST Contractor shall schedule trips for OCCMT service at least one week in advance and accept subscription service reservations. If OOCMT clients request escort service to the registration lobby, ST Operators may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

### **7.4.3 Senior Lunch Transportation Program (SLTP)**

SLTP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live within the designated areas
- Are at least 60 years of age

The ST Contractor shall accept telephone requests made 24 hours in advance and up to 14 days in advance. The ST Contractor shall accept subscription service reservations.

However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

#### **7.4.4 Medical Shopping Assistance Program (MSAP)**

MSAP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Are at least 60 years of age or disabled
- Require escort services

The ST Contractor shall accept telephone requests made 48 hours in advance and up to 14 days in advance. The ST Contractor shall accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

The ST Contractor shall be responsible for developing a certification process with the LTA. Once the certification process is developed, the ST Contractor shall conduct the disability certification process for the MSAP service.

#### **7.4.5 Fuel**

The LTA shall be responsible, at its cost, for providing all fuel for revenue vehicles directly related to the operation of ST services. The ST Contractor shall be responsible for the actual fueling of the vehicle at LTA’s fueling facility. The ST Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

#### **7.4.6 Service Standards**

The ST Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Performance Indicators described in this section shall be tracked by the ST Contractor in a manner satisfactory to the LTA.

The ST Contractor and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific ST service, the LTA and ST Contractor shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the ST Contractor shall provide recommendations that could improve the trend. Should the LTA determine that the ST Contractor’s performance has contributed to a negative Performance Indicator trend, the ST Contractor shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by



the circumstances and provided for in the Agreement of which this Scope of Work is a part.

#### **A. ST Base Performance Standards**

The ST Contractor shall track the Performance Indicators described below:

- 1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or property. An accident is defined as any contact between the bus and another object except the road.
- 2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.
- 3) Operations – On Time Performance: On-time bus trips as a percentage of total bus trips. The ST Contractor shall devise a statistically significant method of measuring on-time performance. LTA will review the method and if deemed appropriate, approve it. The ST Contractor shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.
- 4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.
- 5) Operations – On-Board Service Evaluations: The ST Contractor shall, in cooperation with the LTA, develop a comprehensive service evaluation program to be implemented based on a statistically sound method and implemented by both parties.
- 6) Operations – Service Hours: In no event shall the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 hours. Of the 640 hours, a minimum of 380 hours shall be dedicated to OOCMT operations, a minimum of 120 hours shall be dedicated to SLTP services, and a minimum 100 hours shall be dedicated to MSAP services.
- 7) Maintenance – Fleet Inspections: The ST Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the ST Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted by LTA, the frequency of which shall be at LTA's discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector's results will be compiled in such a way as to arrive at a numerical score.
- 8) Customer Service - Complaint Follow-Up: The ST Contractor shall ensure all valid complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the ST Contractor's administration of the complaint resolution process. The survey design will be subject to agreement between

the LTA and the ST Contractor. The ST Contractor Performance Indicator will be the percentage of satisfactory responses received from survey participants. The ST Contractor shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

**B. Out-of-County Non-Emergency Medical Transportation Standards:**

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour
- 2) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 3) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 4) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

**C. Senior Lunch Transportation Program Standards:**

- 1) Productivity Standard: Passengers per Revenue Vehicle Hour
- 2) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an average, as approved by the LTA
- 3) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 4) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 5) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

**D. Medical Shopping Assistance Program Standards:**

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour
- 2) Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time
- 3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.

- 4) **Reservation Reliability:** A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 5) **Service Refusals:** Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 6) **No-Show Ratio:** A measure of the percent of scheduled trips that are no-shows.

#### **7.4.7 Operations Personnel**

The ST Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate ST services.

For purposes of this Agreement, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of ST vehicle operations or related functions.

#### **7.4.8 Operations Management**

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

The ST Contractor shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the ST public transportation program under the terms of this Agreement. The Project Manager must have a minimum of five years of experience in demand response transportation operations including at least three years’ supervisory experience. A bachelor’s degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the ST operations headquarters.

The Project Manager designated for this project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the ST Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ST operations, including emergency situations,

or to provide coordination as necessary, and shall be authorized to act on behalf of the ST Contractor regarding all matters pertaining to this Scope of Work.

#### **7.4.9 Employee Selection and Supervision**

The ST Contractor shall be responsible for the employment and supervision of all employees necessary to perform ST operations. The ST Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The ST Contractor shall use appropriate screening and selection criteria in order to employ operations personnel. The ST Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The ST Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or has been within eight (8) years prior to his anticipated date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The ST Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, servicing and control of ST vehicles and equipment. Said program will comply with all applicable requirements as established by the FTA or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The ST Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The ST Contractor will fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The ST Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the ST Contractor or the LTA to be in conflict with the language and intent of Section 6.4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

#### **7.4.10 Bilingual (English/Spanish) Personnel**

The ST Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transportation program operating hours to receive telephone calls from the public and to provide translation for transportation program personnel and passengers.

#### **7.4.11 Training of Drivers and Operations Personnel**

The ST Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The ST Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing Specialized Transportation services.

All drivers shall be certified as having completed the ST Contractor's formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The ST Contractor shall prepare and furnish a Driver's Manual to the LTA for approval and to all drivers, dispatchers, telephone operators, and supervisors. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information

referrals, ADA regulations regarding trip reservations, reservation procedures, and operating policies. Operations control personnel assigned to scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The ST Contractor shall implement, within ninety (90) days after the start of the contract term, a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

#### **7.4.12 ST Driver's Responsibilities**

ST Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the ST customer relations, promotion, marketing, monitoring and supervisory functions. ST Drivers will collect appropriate fares, as determined by the LTA. ST Drivers will verify cash and token fares deposited in the farebox but will not carry revenue. ST Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

ST Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local telephone system time.

#### **7.4.13 ST Uniforms**

ST drivers shall be in uniform at all times while in service or otherwise on duty. At all times ST drivers shall wear a badge that identifies the driver with name, employee number, or both. The ST Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.

#### **7.4.14 Safety Program**

The ST Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The ST Contractor shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The ST Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the ST Contractor to drivers and other employees, and participation in risk management activities under the auspices of ST Contractor's insurance carrier or other organization. The ST Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

The ST Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The ST Contractor shall require all drivers, control room personnel, and supervisors to participate in the safety program.

#### **7.4.15 Accident, Incident, and Complaint Procedures**

##### **A. General Requirements**

The ST Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

Regardless of the type of incident or accident, LTA shall be notified immediately if Contractor becomes aware that members of the media (print, radio, television, on-line) are present at the location of the incident or accident.

##### **B. Incidents**

The ST Contractor shall provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents and disputes with or among passengers. The ST Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident and how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators shall notify Dispatch of any illegal actions on the bus or injuries to passengers immediately. Dispatch shall notify the law enforcement agency of the jurisdiction in which the incident or accident took place.

##### **C. Accidents**

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The ST Contractor shall request that the law enforcement agency respond to investigate the accident. The ST Contractor shall furnish the LTA with copies of all accident reports.

The LTA shall be notified by the ST Contractor of all accidents resulting in loss or damage to ST property as soon as possible, but in all cases within 24 hours. In cases involving injury, the ST Contractor shall notify the LTA immediately after appropriate emergency services are contacted.

##### **D. Complaints**

Contractor shall address complaints as soon as possible. Initial contact with the complainant shall be made within twenty-four (24) hours of receiving the complaint in person, by telephone or by e-mail. Contractor shall make every reasonable effort within established LTA policies to resolve complaints at its level. Contractor

shall immediately report complaints to the LTA that meet the criteria listed below, as such criteria may be amended by the LTA from time to time:

- Complaints that cannot be resolved at Contractor level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

Contractor shall prepare written reports on all complaints received in a format specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by ST or CE shall be recorded and reported with complaints in a format specified by the LTA.

#### **E. Reporting Service Interruptions**

Contractor shall report to LTA in-service vehicle failures, lift failures of buses in service and demand response vehicles operating more than thirty minutes behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA's discretion.

#### **7.4.16 Vehicle Control and Scheduling**

The ST Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The ST Contractor shall utilize a systematic method to schedule and transport ST passengers. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

#### **7.4.17 Operations Headquarters**

The ST Contractor shall be responsible for acquiring an operations headquarters that shall provide office space for the Project Manager and Dispatch staff. The office space shall be ADA accessible and be located within the City of Hollister. The office space shall be located within one-fourth (.25) mile of a CE Fixed Route.

The ST Contractor shall provide and maintain operations and control room furnishings and equipment required to provide ST services. The ST Contractor shall provide and maintain computers, telephones, phone lines, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.



The ST Contractor shall be responsible for providing custodial services for the ST Contractor occupied areas. These services will be performed at a minimum of twice a week. The ST Contractor shall also be responsible for providing cleaning and maintenance supplies for custodial services.

#### **7.4.18 Telephone Reservation and Information System**

The ST Contractor shall acquire a telephone system and respond to incoming calls from ST patrons for the purposes of requesting service information and demand response service or reservations. The ST Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. The ST Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The ST Contractor shall install and maintain at the ST Contractor's expense, separate telephone line(s) for business office, facsimile, internet or other calls. The ST Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired ST patrons. The ST Contractor may provide TDD equipment for communications with hearing-impaired patrons or use the California Relay Service.

#### **7.4.19 Fares and Fare Collection**

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. The ST Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The ST Contractor shall collect or otherwise process, in the manner directed by the LTA, all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the ST Contractor will immediately have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue will be done in a secure fashion in accordance with the ST Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

#### **7.4.20 Fare Revenue Processing**

The CE Contractor shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff either directly or by closed circuit television. Contractor shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the ST Contractor and subject to LTA approval. At least once each week, or more frequently if so directed by the LTA, the ST Contractor shall deposit fare revenue at a banking institution as directed by the LTA and submit deposit receipts to the LTA weekly. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the ST Contractor.

#### **7.4.21 Books, Record, Reports, and Inspection**

The ST Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement on file for at least three (3) years following the date of final payment to the ST Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA's approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the ST Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the ST Contractor's facilities and activities during the ST Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the ST Contractor's compliance with the provisions of this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The ST Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the ST operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The ST Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the driver's log, route driver's report, dispatch log, and/or other forms as developed by the ST Contractor and approved by the LTA, and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include, by individual vehicle, the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays and, if needed, evenings, Saturdays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

Project Manager shall compile and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Wait Time
- Summary of Ride Time
- Summary of Road Calls

#### **7.4.22 System Promotion**

The ST Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The ST Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The ST Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The ST Contractor shall ensure that sufficient quantities of passenger information materials are maintained and appropriately organized and displayed on each revenue vehicle at all times.

#### **7.4.23 System Recommendations**

The ST Contractor shall continually monitor ST operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

#### **7.4.24 Route Planning and Schedule Coordination**

The ST Contractor will provide the LTA with information to contribute to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to

respond to any and all reporting requirements. The ST Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

#### **7.4.25 Holiday Service**

Service will not be provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, or Christmas Day, unless otherwise directed by the LTA to the ST Contractor in writing at least 30 days prior to the required day of service.

#### **7.4.26 Service Interruption**

In the event of a service interruption of any kind, the ST Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the ST Contractor's discretion how to mitigate such events.

The ST Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA.

The ST Contractor shall inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause a major service interruption, severe injuries, or media attention shall be reported to the LTA as soon as reasonably possible. When normal routing or service is resumed, all service interruptions or detours must be reported to the LTA.

### **7.5 CE and ST Contractor Duties And Responsibilities On LTA-Owned Vehicles**

All Contractors shall perform the duties and accept the responsibilities set forth below in connection with use of LTA vehicles and equipment.

#### **7.5.1 LTA Vehicles and Equipment**

By execution of the contract for management and operations services, of which this Scope of Work is a part, the Contractor shall acknowledge receipt of the vehicles and equipment listed in Appendix C, and that each and every item has been received in good working condition. In the event the LTA provides the Contractor with additional buses and/or equipment at future times, Appendix C shall be amended as set forth in Agreement Section 6.6.2, Minor Changes. Upon termination of the contract, the Contractor shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the Contractor to perform the services as required in this Scope of Work. Use of LTA vehicles and equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited. The Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

### **7.5.2 Daily Vehicle Inspection and Servicing**

The Contractor shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing shall include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. The Contractor shall develop, implement and maintain a written checklist, which shall be subject to the LTA's approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for the LTA's and California Highway Patrol's review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

In addition to the checklist, the Contractor shall complete and submit a work order to the LTA's maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. Contractor must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA mechanics. The Contractor is responsible for reported vehicle conditions requiring repairs to the LTA mechanics in compliance with required General Maintenance Standards.

All daily vehicle inspection checklists and work orders shall be submitted to LTA maintenance staff at the end of each operating day in a manner to be determined by the LTA.

ST Contractor shall review DVI's daily to ensure that repairs have been made as requested and specific repair requests are not being repeated.

### **7.5.3 Vehicle Cleaning**

The Contractor shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a monthly basis. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and

in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

The Contractor shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

#### **7.5.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse**

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of Contractor filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR's care and control. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR's care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA's satisfaction. If any repairs undertaken by Contractor are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA's satisfaction at CONTRACTOR's cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

The Contractor shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of the Contractor, it shall notify the Project Manager or other designated on-site Contractor representative. As soon as is practicable, but in all cases within 24 hours after notification, the Contractor representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order, and the Contractor shall be responsible for the cost of repairs in accordance with the provisions of the Agreement.

#### **7.5.5 Roadcalls and Towing**

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by the Contractor. The Contractor shall adhere to the following procedures in making roadcalls:

The Driver shall notify the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.

Dispatch notifies the LTA maintenance staff and forwards the information. Unless otherwise approved by LTA, a backup vehicle shall be dispatched to continue the affected route service.

The LTA maintenance staff will go on site to assess the situation. Maintenance will determine if the vehicle can be repaired on site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.

In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.

If LTA maintenance staff is still unavailable 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA's maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, the Contractor shall notify the appropriate law enforcement agency for the area in which the vehicle will be left. In such cases the driver shall secure the vehicle and remove all valuables.

**After-Hours Roadcalls:** When a situation occurs outside of standard Maintenance and Administration work hours, the Dispatcher shall attempt to contact LTA's Executive Director at the LTA office. If the Executive Director cannot be contacted there, the Dispatcher is authorized to contact the Executive Director at home. If unable to contact the Executive Director, the Dispatcher shall contact LTA's Transit Manager and seek direction in this situation. Written direction from the LTA may supersede this directive.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or Contractor employee error, then the cost of the roadcall shall be deducted from payment to the Contractor in accordance with the provisions of the contract.

#### **7.5.6 Vehicle Delivery**

The Contractor shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. The Contractor shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in Section 6.8.1, Contractor shall be entitled to reimbursement for vehicle delivery expenses as specified in the Agreement.

#### **7.5.7 Vehicle Fueling**

Revenue vehicles shall be fueled by Contractor at LTA's fueling facility. LTA shall be responsible for the actual cost of the fuel. The Contractor shall be responsible for fueling each vehicle with the type of fuel intended to be used for the type of engine in the vehicle. The Contractor shall reimburse the LTA for the cost of repairs to vehicles fueled by the Contractor with improper fuel. The Contractor shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with fueling operations. The Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

The cost of fuel and fueling of non-revenue vehicles shall be CONTRACTOR's responsibility. Non-revenue vehicles shall not be fueled at LTA's fueling facility.

## **Exhibit B to Agreement: Federal Contract Clauses**

### **Parties referenced in the following clauses are defined as:**

“Awarding Agency” is the San Benito County Local Transportation Authority (LTA)

“PROJECT” is the Agreement for Operation of Transit Services with the LTA

“CONTRACTOR” is the third-party vendor who has entered into the Agreement for Operation of Transit Services with the LTA

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract

### **1. No Obligation to Third-Parties by use of a Disclaimer**

A. No Federal Government Obligation 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 the PROJECT. 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.

B. 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 subagreements of third-party contractors and the subagreements 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 subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation 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 fully responsible to the Awarding Agency 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 Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.



E. The Awarding Agency shall approve in writing all proposed Subagreements, 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 Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

## **2. Debarment and Suspension.**

A. The 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.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract 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 and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include 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. 12546 and 12689.

C. Before entering into any subagreements with any subcontractor, the 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 awarding agency and its "principals," as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

## **3. Program Fraud and False or Fraudulent Statements or Related Acts**

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted 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 in the CONTRACTOR to the extent the Federal Government deems appropriate.

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

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **4. Access to Records**

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### **5. Record Keeping**

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### **6. Accounting Records**

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

#### **7. Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives**

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### **8. Civil Rights (Title VI, EEO, & ADA)**

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

## **9. Incorporation of FTA Terms**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

## **10. Energy Conservation**

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

## **11. Buy America**

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

## **12. Lobbying**

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification 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 the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

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 office 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 the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the 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 \$10,000.00 and not more than \$100,000.00 for each failure.

## **13. Clean Air**

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

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

## **14. Clean Water**

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

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

### **15. U.S. Flag Requirements (Cargo Preferences) (Fly America)**

A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.

C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

### **16. 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.

### **17. 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 the contract may

require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

## **18. Drug and Alcohol Program**

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 California Department of Transportation, or the Awarding Agency 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 15<sup>th</sup> and to submit the Management Information System (MIS) reports before February 15<sup>th</sup> to LTA, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023. 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.

## **19. Intelligent Transportation Systems (ITS) National Architecture**

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

## **20. Section 504 and Americans with Disabilities Act Program Requirements**

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

## **21. Recycled Products**

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

## **22. Contract Work Hours and Safety Standards Act**

A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.

B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or

mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

### **23. Transit Employee Protective Arrangements (Transit Operation Only)**

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

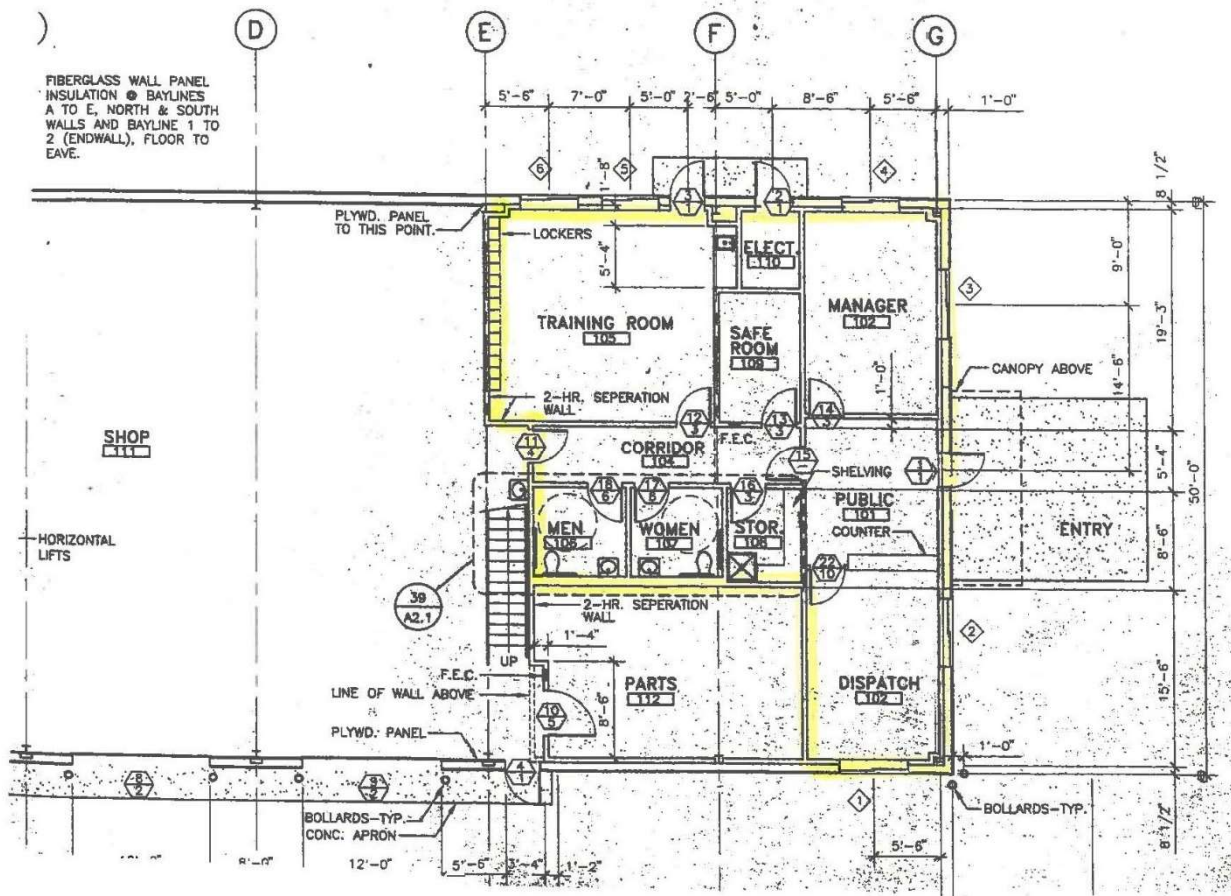


## Exhibit C to Agreement: LTA Vehicle, Facility, and Equipment List

### County Express and Specialized Transportation Vehicles

Number	Service	Last 5 VIN	Make, Model	Number Seats	Fuel
46	County Express	05654	2008 Ford Cutaway	12A/2WC	Gas
47	County Express	01405	2008 Ford Cutaway	12A/2WC	Gas
48	County Express	01432	2008 Ford Cutaway	12A/2WC	Gas
53	County Express	10017	2008 Starcraft Allstar	12A/2WC	Gas
55	County Express	56588	2007 Blue Bird	23A/2WC	Diesel
57	County Express	03123	2008 Glaval	28A/2WC	Diesel
59	County Express	01823	2010 Starcraft	14A/2WC	Gas
60	County Express	01785	2010 Starcraft	14A/2WC	Gas
61	County Express	59589	2013 Starcraft	12A/2WC	Gas
64	County Express	M1409	2013 Glaval	28A/3WC	Diesel
65	County Express	55154	2016 Glaval	16A/2WC	Gas
66	County Express	55136	2016 Glaval	16A/2WC	Gas
67	County Express	55144	2016 Glaval	16A/2WC	Gas
68	County Express	55140	2016 Glaval	12A/2WC	Gas
69	County Express	C3099	2016 Glaval	32A/2WC	Diesel
70	County Express	C3100	2016 Glaval	32A/2WC	Diesel
71	County Express	02737	2018 Starcraft	12A/2WC	Gas
72	County Express	04298	2018 Starcraft	12A/2WC	Gas
73	County Express	02743	2018 Starcraft	12A/2WC	Gas
737	County Express	61432	2013 Dodge Caravan	5A/1WC	Gas
733	Specialized Transportation	01408	2008 Ford Starcraft	12A/2WC	Gas
735	Specialized Transportation	84647	2010 Glaval	16A/2WC	Gas
736	Specialized Transportation	96624	2010 Braun Entervan	5A/1WC	Gas
738	Specialized Transportation	62867	2013 Ford Starcraft	16A/2WC	Gas
62	Specialized Transportation	61431	2013 Dodge Caravan	5A/1WC	Gas
63	Specialized Transportation	17477	2013Dodge Caravan	5A/1WC	Gas

## County Express Facility Floor Plan



## County Express and Specialized Transportation Radio Equipment

*County Express and Specialized Transportation:* Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature.

*County Express Only:* Vehicle location and tracking software using “push-to-talk” GPS location via Google Maps. Software allows remote monitoring capability for emergency situations.

## County Express RouteMatch Dispatching Software and Hardware

### Software: Paratransit Data Management Modules

- Admin/Settings Module
- Customers Module
  - Data Import
- Funding Sources Module
- Addresses Module
- Trips Module
- Scheduling Module
- Dispatching Module
- Services
  - Billing Module
- RouteMatch Billing Engine
- Verification Module
- Reporting Module
- Drivers Module
- Vehicles Module
- Mobile Data System Module

### Hardware

Quantity	Description	
17	Samsung Galaxy Tablet, 8-inch	
One (1)	Dell Optiplex 3010	
	Processor	3rd Gen Intel Core i5-3470
	Memory	8GB, NON-ECC, 1600 MHZ DDR3
	Video Card	Intel 174, Integrated Graphic w/Single HDMI/VGA
	Hard Drive	250GB 3.5" SATA 6Gb/s with 8MB
	CD-ROM/DVD-ROM	8X DVD+/-RW, Slimline
	Speakers	AX510 Black Sound Bar
	Monitor	Dell Professional P2412H 24-inch Widescreen Flat Panel
	Operating System	Windows 7 Professional
	Software	Microsoft Office Professional 2010
	Keyboard	Dell Multimedia with Hot Keys
	Mouse	Dell MS111 USB Optical
One (1)	Lenovo TS440	
	Operating System	Windows Server 2008
	Database Software	Microsoft SQL Server 2012
	Processor	Intel Xeon 3.3 Ghz
	Network Adapter	Broadcom 5720 DP 1 Network interface Card (2)
	Memory	8GB RDIMM (2)
	RAID Configuration	Raid 0
	Hard Drive	1.2 TB (3)
	Internal Optical Drive	DVD
	Power Supply	Dual, Redundant Power Supply
	Memory DIMM Type and Speed	1333 MHz RDIMMS
	Speakers	AX510 Black Sound Bar
	Monitor	Dell Professional P2412H 24-inch Widescreen Flat Panel
	Keyboard	Smart Card Reader USB
	Mouse	Silver Storm Optical

## **8 APPENDICES**

### **Appendix A (Forms to be submitted with Proposal)**

- Form A-1, A-2, A-3: Price Proposal
- Form A-4: Operating Cost Detail Form
- Form A-5: Start Up Cost Detail Form
- Form A-6: Labor Wages
- Form A-7: Labor Benefits

### **Appendix B (Forms to be submitted with Proposal)**

- Form B-1: DBE Participation
- Form B-2: Non-Collusive Affidavit
- Form B-3: Eligible Bidder Certificate
- Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Form B-6: Certification of Restriction on Lobbying
- Form B-7: Buy America Certificate
- Form B-8: Acknowledgement of Addenda

### **Appendix C: LTA Vehicle, Facility, and Equipment List (This Appendix will be referenced as Exhibit C in the final Scope of Work)**

### **Appendix D: Future Capital and Planning Projects**

### **Appendix E: Protest Procedures**

### **Appendix F: Sample CE and ST Reports**

- CE Monthly Report
- ST Monthly Report
- CE/ST Section 5310 Report

### **Appendix G: County Express Operations Personnel Wages**

### **Appendix H: Collective Bargaining Agreement**

### **Appendix I: Specialized Transportation Operations Personnel Wages**

## Appendix A (Forms to be submitted with Proposal)

### Form A-1: Price Proposal County Express

Form A-1

#### COUNTY EXPRESS

#### Price Proposal

\_\_\_\_\_  
Name of Proposing Firm

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of County Express service in compliance with the Agreement and Scope of work shown in XXXXXXXXXX. Form must be fully completed for the entire proposal to be deemed responsive.

Estimated Annual Revenue Vehicle Hours (RVH) 22,900

<i>Rates</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Rate per Month								
Rate Per Revenue Vehicle Hour (RVH)								
<i>Annual Costs</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Rate per Month multiplied by 12 months								
Rate per RVH Multiplied by Estimated Annual RVH								
Total Annual Cost (Fixed Monthly Rate Cost + RVH Cost)								

Name of Submitting Firm: \_\_\_\_\_

Name and Title of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

Total Cost for 8 Years (3  
Base Years + 5 Option  
Years)

\$

-

**Form A-2: Price Proposal Specialized Transportation**

Form A-2

**SPECIALIZED TRANSPORTATION*****Price Proposal***\_\_\_\_\_  
Name of proposing firm

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of Specialized Transportation service in

Estimated Annual Revenue Vehicle Hours (RVH)	6,700
----------------------------------------------	-------

<i>Rates</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Rate per Month								
Rate Per Revenue Vehicle Hour (RVH)								
<i>Annual Costs</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Rate per Month multiplied by 12 months								
Rate per RVH Multiplied by Estimated Annual RVH								
Total Annual Cost (Fixed Monthly Rate Cost + RVH Based Cost)								

Name of Submitting Firm: \_\_\_\_\_

Name and Title of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

Total Cost for 8 Years (3 Base Years + 5 Option Years)	\$	-
--------------------------------------------------------	----	---

# Form A-3: Price Proposal Combined County Express and Specialized Transportation

Form A-3

## COMBINED OPERATION OF CE & ST

### Price Proposal

Name of proposing firm

For the combined operation of CE and ST, provide a proposed fixed monthly rate to operate both services, a rate per revenue vehicle hour for CE and a separate rate per revenue vehicle hour for ST. The combined operation of CE and ST shall be in compliance with the Agreement and Scope of

Estimated Annual Revenue Vehicle Hours (RVH)	CE= 22,900	ST= 6,700
----------------------------------------------	------------	-----------

Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Monthly Rate for operation of both CE and ST								
Rate Per Revenue Vehicle Hour (RVH) for CE Service								
Rate Per Revenue Vehicle Hour for ST Service								
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Fixed Rate per Month multiplied by 12 months								
CE Rate per RVH Multiplied by Estimated Annual CE RVH								
ST Rate per RVH Multiplied by Estimated Annual ST RVH								
Total Annual Cost (Fixed Monthly Rate + Hours Based Cost)								
Name of Submitting Firm: _____					Total Cost for 8 Years (3 Base Years + 5 Option Years)		\$ -	
Name and Title of Authorized Signer: _____								
Signature of Authorized Signer: _____								
Date: _____								

# Form A-4: Operating Cost Detail Form

Form A-4

DETAILED COSTS FOR:  (Enter CE, ST or Combined)

Name of Proposing Firm: \_\_\_\_\_

Cost Items	Base Year 1 July 1, 2017 - June 30, 2018			Base Year 2 July 1, 2018 - June 30, 2019			Base Year 3 July 1, 2019 - June 30, 2020		
	FREED*	Hours Based**	TOTAL	FREED	Hours Based	TOTAL	FREED	Hours Based	TOTAL
<b>PERSONNEL (ANDREW MOSE)</b>									
A Management:			0			0			0
1 General Manager			0			0			0
2 Operations Manager			0			0			0
3 Training/Recru Manager			0			0			0
B Other Management (Provide Staff Position Detail)			0			0			0
1			0			0			0
2			0			0			0
C Customer Service Supervisor			0			0			0
D Customer Service Rep.			0			0			0
E Administrative/ Clerical Support			0			0			0
1			0			0			0
2			0			0			0
F Bus Operators			0			0			0
G Dispatchers			0			0			0
H Supervisors			0			0			0
I Training			0			0			0
J Bus Cleaning Supervisor			0			0			0
K Bus Cleaner			0			0			0
L Other Labor (Provide Staff Position Detail)			0			0			0
1			0			0			0
2			0			0			0
M Bonus/Employee Incentive (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>PAYROLL TAXES &amp; FRINGE BENEFITS</b>									
A Management:			0			0			0
1 General Manager			0			0			0
2 Operations Manager			0			0			0
3 Training/Recru Manager			0			0			0
B Other Management (Provide Staff Position Detail)			0			0			0
1			0			0			0
2			0			0			0
C Customer Service Supervisor			0			0			0
D Customer Service Rep.			0			0			0
E Administrative/ Clerical Support			0			0			0
1			0			0			0
2			0			0			0
<b>PAYROLL TAXES &amp; FRINGE BENEFITS (continued)</b>									
F Bus Operators			0			0			0
G Dispatchers			0			0			0
H Supervisors			0			0			0
I Training			0			0			0
J Bus Cleaning Supervisor			0			0			0
K Bus Cleaner			0			0			0
L Other Labor (Provide Staff Position Detail)			0			0			0
1			0			0			0
2			0			0			0
M Bonus/Employee Incentive (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>OTHER SERVICES</b>									
A Professional Services			0			0			0
B Other Services (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>PROPERTY UTILITIES</b>									
A Telephone and Internet			0			0			0
B Office Supplies			0			0			0
C Other (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>INSURANCE</b>									
A Workers Compensation/Employer Liability			0			0			0
B Comprehensive General Liability			0			0			0
C Automobile Liability (Revenue & Non-Revenue Vehicles)			0			0			0
D Automobile Physical Damage (Revenue & Non-Revenue Vehicles)			0			0			0
E Other Insurance Premiums (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>TAXES &amp; LICENSING</b>									
A Corporate Taxes			0			0			0
C Licenses			0			0			0
D Permits			0			0			0
E Other Taxes, License & Permits (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>CAPITAL OUTLAY, PURCHASED EQUIPMENT, LEASES AND RENTALS</b>									
A Non-Revenue Vehicle Cost			0			0			0
B Other Equipment (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
3			0			0			0
4			0			0			0
5			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>OTHER REVENUE EXPENSES</b>									
A Membership Dues & Subscriptions			0			0			0
B Reimbursement			0			0			0
C Employee Uniforms			0			0			0
D Employee Recruitment			0			0			0
E Non-Revenue Vehicle Fuel			0			0			0
F Non-Revenue Vehicle Maintenance			0			0			0
G Field Communications			0			0			0
H Employee Monitoring			0			0			0
I Cell Phone Plan			0			0			0
J Other (Provide Detail)			0			0			0
1			0			0			0
2			0			0			0
3			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
<b>OVERHEAD &amp; PROFIT</b>									
A Corporate Overhead and Allocations			0			0			0
B Profit			0			0			0
Subtotal	0	0	0	0	0	0	0	0	0
TOTAL COSTS	0	0	0	0	0	0	0	0	0



## Form A-5: Start-up Cost Detail Form

Name of Proposing Firm:

### START-UP COSTS FOR OPTION:

Enter CE, ST or Combined

THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'

<u>Item</u>	<u>Proposed start-up cost CE</u>	<u>Proposed start-up cost ST</u>
Utilities/Telephone		
Office supplies		
Operator uniforms		
Relocation costs		
Training costs		
Wage/benefit costs		
Insurance		
Inventory set-up costs		
Leasehold improvements		
Corporate support/profit		
Other miscellaneous costs (describe)		
1		
2		
3		
Recruitment advertising		
Recruitment bonuses		
Outside trainer lodging/travel		
TOTAL *	\$0	\$0

## Form A-6: Labor Wages

LABOR WAGES FOR: <input type="text"/>		Name of Proposing Firm					
Enter CE, SF or Combined							
<b>FULL TIME LABOR WAGES</b>		<b>No. of FTE's</b>	<b>Lowest Wage</b>	<b>Highest Wage</b>	<b>Eligible For Medical Insurance Y/N</b>	<b>Eligible for Dental/Vision</b>	<b>Eligible for 401K Y/N</b>
A	Management:						
1	General Manager						
2	Operations Manager						
3	Training/Safety Manager						
B	Other Management (Provide Staff Position Detail)						
1							
2							
C	Customer Service Supervisor						
D	Customer Service Rep.						
E	Administrative/Clerical Support						
1							
2							
F	Bus Operators						
G	Dispatchers						
H	Supervisors						
I	Training						
J	Bus Cleaning Supervisor						
K	Bus Cleaner						
L	Other Labor (Provide Staff Position Detail)						
1							
2							
M	Bonus/Employee Incentive (Provide Detail)						
1							
2							
<b>PART TIME LABOR WAGES</b>		<b>No. of FTE's</b>	<b>Lowest Wage</b>	<b>Highest Wage</b>	<b>Eligible For Medical Insurance Y/N</b>	<b>Eligible for Dental/Vision</b>	<b>Eligible for 401K Y/N</b>
A	Management:						
1	General Manager						
2	Operations Manager						
3	Training/Safety Manager						
B	Other Management (Provide Staff Position Detail)						
1							
2							
C	Customer Service Supervisor						
D	Customer Service Rep.						
E	Administrative/Clerical Support						
1							
2							
F	Bus Operators						
G	Dispatchers						
H	Supervisors						
I	Training						
J	Bus Cleaning Supervisor						
K	Bus Cleaner						
L	Other Labor (Provide Staff Position Detail)						
1							
2							

# Form A-7: Labor Benefits

Form A-7

LABOR BENEFITS FOR:

 Enter CE, ST or Combined

Name of Proposing Firm: \_\_\_\_\_

FULL TIME LABOR BENEFITS		Number Full Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
	1 General Manager							
	2 Operations Manager							
	3 Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
	1							
	2							
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
	1							
	2							
F	Bus Operators							
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
	1							
	2							
Subtotal:		0	0	0	0	0	0	0

PART TIME LABOR BENEFITS		Number Part Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
	1 General Manager							
	2 Operations Manager							
	3 Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
	1							
	2							
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
	1							
	2							
F	Bus Operators							
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
	1							
	2							
Subtotal:		0	0	0	0	0	0	0

## Appendix B (Forms to be submitted with Proposal)

### Form B-1: DBE Participation

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

☐ Yes, my firm does qualify as a Disadvantaged Business Enterprise.

☐ No, my firm is not a Disadvantaged Business Enterprise.

If you answered "yes" above, please attach your DBE Certification to this page.

Dated: \_\_\_\_\_

Official Address:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

**Form B-2: Non-Collusive Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

being first duly sworn, deposes and says:

That he is \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

That neither any officer or employee of SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: \_\_\_\_\_

Official Address:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

**Form B-3: Eligible Bidder Certificate**

The bidder hereby certifies that he/she is not on the Comptroller General of the United States of America list of ineligible bidders.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF BIDDER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD-PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature & Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_  
Hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

**Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a third-party contract),

\_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third-party contractor, or potential subcontractor under a third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT)

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date



**Form B-6: Certification of Restriction on Lobbying**

I, \_\_\_\_\_, hereby certify on  
(name and title of grantee official)

behalf of \_\_\_\_\_ that  
(name of grantee)

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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 is 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 section 1352, title 31, U.S. Code. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## Form B-7: Buy America Certificate

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

### Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

OR

### Certificate of **Non-Compliance** with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Form B-8: Acknowledgement of Addenda**

---

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Addendum No. \_\_\_\_\_ , dated \_\_\_\_\_ .

Authorized Representative Name and Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

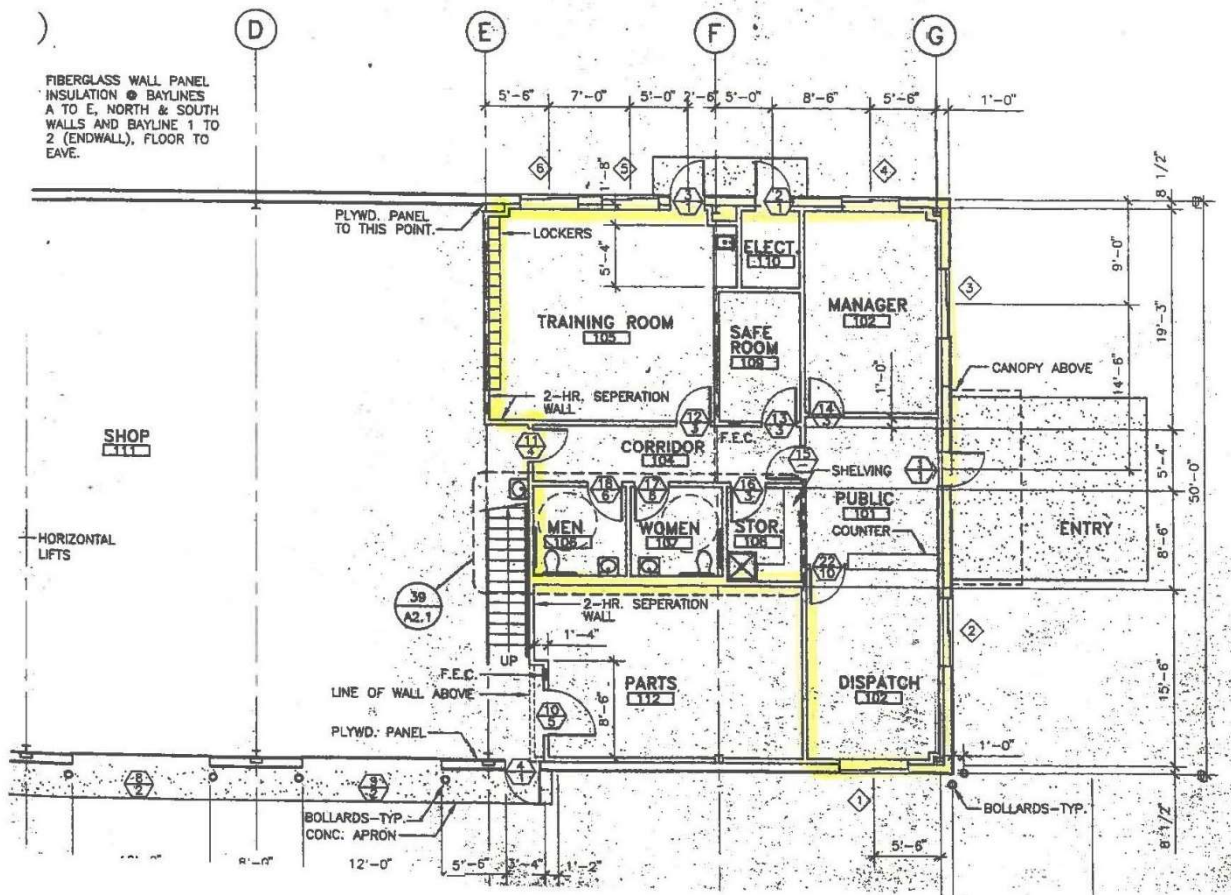
Date \_\_\_\_\_

## Appendix C: LTA Vehicle, Facility, and Equipment List

### County Express and Specialized Transportation Vehicles

Number	Service	Last 5 VIN	Make, Model	Number Seats	Fuel
46	County Express	05654	2008 Ford Cutaway	12A/2WC	Gas
47	County Express	01405	2008 Ford Cutaway	12A/2WC	Gas
48	County Express	01432	2008 Ford Cutaway	12A/2WC	Gas
53	County Express	10017	2008 Starcraft Allstar	12A/2WC	Gas
55	County Express	56588	2007 Blue Bird	23A/2WC	Diesel
57	County Express	03123	2008 Glaval	28A/2WC	Diesel
59	County Express	01823	2010 Starcraft	14A/2WC	Gas
60	County Express	01785	2010 Starcraft	14A/2WC	Gas
61	County Express	59589	2013 Starcraft	12A/2WC	Gas
64	County Express	M1409	2013 Glaval	28A/3WC	Diesel
65	County Express	55154	2016 Glaval	16A/2WC	Gas
66	County Express	55136	2016 Glaval	16A/2WC	Gas
67	County Express	55144	2016 Glaval	16A/2WC	Gas
68	County Express	55140	2016 Glaval	12A/2WC	Gas
69	County Express	C3099	2016 Glaval	32A/2WC	Diesel
70	County Express	C3100	2016 Glaval	32A/2WC	Diesel
71	County Express	02737	2018 Starcraft	12A/2WC	Gas
72	County Express	04298	2018 Starcraft	12A/2WC	Gas
73	County Express	02743	2018 Starcraft	12A/2WC	Gas
737	County Express	61432	2013 Dodge Caravan	5A/1WC	Gas
733	Specialized Transportation	01408	2008 Ford Starcraft	12A/2WC	Gas
735	Specialized Transportation	84647	2010 Glaval	16A/2WC	Gas
736	Specialized Transportation	96624	2010 Braun Entervan	5A/1WC	Gas
738	Specialized Transportation	62867	2013 Ford Starcraft	16A/2WC	Gas
62	Specialized Transportation	61431	2013 Dodge Caravan	5A/1WC	Gas
63	Specialized Transportation	17477	2013 Dodge Caravan	5A/1WC	Gas

## County Express Facility Floor Plan



## County Express and Specialized Transportation Radio Equipment

*County Express and Specialized Transportation:* Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature.

*County Express Only:* Vehicle location and tracking software using “push-to-talk” GPS location via Google Maps. Software allows remote monitoring capability for emergency situations.

## County Express RouteMatch Dispatching Software and Hardware

### Software: Paratransit Data Management Modules

- Admin/Settings Module
- Customers Module
  - Data Import
- Funding Sources Module
- Addresses Module
- Trips Module
- Scheduling Module
- Dispatching Module
- Services
  - Billing Module
- RouteMatch Billing Engine
- Verification Module
- Reporting Module
- Drivers Module
- Vehicles Module
- Mobile Data System Module

### Hardware

Quantity	Description	
17	Samsung Galaxy Tablet, 8-inch	
One (1)	Dell Optiplex 3010	
	Processor	3rd Gen Intel Core i5-3470
	Memory	8GB, NON-ECC, 1600 MHZ DDR3
	Video Card	Intel 174, Integrated Graphic w/Single HDMI/VGA
	Hard Drive	250GB 3.5" SATA 6Gb/s with 8MB
	CD-ROM/DVD-ROM	8X DVD+/-RW, Slimline
	Speakers	AX510 Black Sound Bar
	Monitor	Dell Professional P2412H 24-inch Widescreen Flat Panel
	Operating System	Windows 7 Professional
	Software	Microsoft Office Professional 2010
	Keyboard	Dell Multimedia with Hot Keys
	Mouse	Dell MS111 USB Optical
One (1)	Lenovo TS440	
	Operating System	Windows Server 2008
	Database Software	Microsoft SQL Server 2012
	Processor	Intel Xeon 3.3 Ghz
	Network Adapter	Broadcom 5720 DP 1 Network interface Card (2)
	Memory	8GB RDIMM (2)
	RAID Configuration	Raid 0
	Hard Drive	1.2 TB (3)
	Internal Optical Drive	DVD
	Power Supply	Dual, Redundant Power Supply
	Memory DIMM Type and Speed	1333 MHz RDIMMS
	Speakers	AX510 Black Sound Bar
	Monitor	Dell Professional P2412H 24-inch Widescreen Flat Panel
	Keyboard	Smart Card Reader USB
	Mouse	Silver Storm Optical

## **Appendix D: Future Capital and Planning Projects**

The following is a list of future capital and planning projects that the LTA is anticipating to implement or conduct. The project list is meant to provide proposers insight to LTA's vision for CE and ST operations. However, all the projects below are subject to funding availability.

- County Express 20<sup>th</sup> anniversary celebration in 2019
- County Express dispatch facility upgrades (windows, flooring, repaving the bus yard, etc.)
- County Express Fixed Route mid-day service re-establishment
- County Express bus schedule and website redesign
- County Express bus stop improvements (signage, shelters, solar lighting, etc.)
- County Express real-time passenger notification system for Fixed Route and Intercounty services
- County Express and Specialized Transportation radio repeater tower installation
- County Express and Specialized Transportation rolling stock (replacement and expansion)
- Specialized Transportation branding
- Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor

## Appendix E: Protest Procedures

### Overview of LTA's Protest Procedures

Under certain circumstances, an interested party to procurement may protest to the LTA the award of a contract that may or may not involve the direct application of funds from Caltrans and the Federal Transportation Administration (FTA). The fact the LTA is a recipient of Caltrans and FTA funds cannot be construed as evidence of Caltrans' and FTA's involvement in a particular procurement.

These procedures are intended to insure that valid complaints are properly handled and responded to. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

Detailed below are the LTA's Protest Procedures and instructions for, when applicable, obtaining the protest procedures of Caltrans and the FTA.

#### 1. General Conditions

The LTA's review of any protest will be limited to:

##### 1.1. General Conditions

- Violations of State or Local laws or regulations. Violations of Federal laws or regulations shall be under the jurisdiction of the FTA.
- Violations of the LTA's purchasing procedures.
- Violations of the LTA's protest procedures or failure to review a complaint or protest.

##### 1.2. Protests must be filed with the LTA's Executive Director by the dates directed in paragraphs 10 and 11 below if the protest is based on the LTA's failure to adhere to its procedures.

##### 1.3. The protest filed with the LTA shall:

- Include the name, address and telephone number of the protestor.
- Identify the number of the solicitation contract.
- Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the full extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified below in paragraph 3.
- Indicate the ruling or relief desired from the LTA.

##### 1.4. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

#### 2. Time for Filing

Protests shall be filed within the specified limits set forth in the specifications, which are the subject of the procurement, and must adhere strictly to any procedures specified therein. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

Protests must be filed within the time limits set forth in paragraphs 10 and 11 below, in order to be construed as timely. If the requirements and scope of work, which are the subject of a particular procurement, set forth a different period for filing a protest, then



the provisions of paragraph 1 above will apply.

A protest may be considered, even if the initial filing is late, in the following circumstances:

- Good cause based on a compelling reason beyond the protestor's control, whereby the lateness is due to the fault of the LTA in the handling of his/her protest submission.
- The LTA determines the protest raised issues significant to a procurement practice or procedure.
- The LTA is directed by Caltrans and/or FTA to either consider or reconsider the protest.
- A court of competent jurisdiction invites, expects, or otherwise expresses interest in the agency's decision.

3. Time for Submission of Additional Information

Any additional information requested or required by the LTA from the protestor or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request, unless specifically accepted by the LTA.

4. Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of the Agency, or from any member of the public making a request for public records or public information, except to the extent that withholding of records or information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising the LTA of this fact may be affixed to any transmittal to any Government agency which may be involved in the protest. The alleged proprietary information must be identified wherever it appears.

5. Furnishing of Information of Protests

The LTA shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested parties, except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

6. Withholding of Award

When a protest has been filed before the contract is awarded, the LTA will not make an award prior to the resolution of the protest. When a protest has been filed before the opening of proposals, the LTA will not open proposals prior to the resolution of the protest. When a protest has been filed after the award of a contract and prior to the procurement, the LTA will notify the Contractor to suspend activity unless the LTA determines:

- The items to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
- Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to the LTA or other Local, State or Federal Governments.

7. Protest Review - Level One

Upon receipt of a protest, the LTA's Executive Director will create an *ad hoc* Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be comprised of two representatives of San Benito County Local Transportation Authority. The Panel shall determine the validity of the protest and what actions will be taken.

The Panel will be directed to prepare a report within fifteen (15) days. The Panel will notify the protestor and any interested parties of their findings, actions and of the procedures for requesting reconsideration. The report shall include the following:

- Copies of all relevant proposals;
- A copy of the Request for Proposal including pertinent provisions of the specifications;
- A copy of the abstract of proposals;
- Any other documentation that pertains to the protest including correspondence with the proposers; and
- A statement by the LTA explaining its actions and the reasons for them.

A conference on the merits of the protest with members of the panel may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

#### 8. Protest Review - Level Two

Reconsideration of a decision by the LTA may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

The request for the reconsideration of the Protest Review Panel's decision shall be filed not later than ten (10) days after the Panel issues its written report and shall be filed with the LTA. The protest shall not be considered pending during the ten (10) day period specified in this paragraph.

Upon receipt of the request for reconsideration, the LTA shall schedule an informal administrative hearing with the protestor and the Protest Review Panel. The hearing shall be filed not later than fifteen (15) days after the receipt of the request for reconsideration.

The LTA shall issue in writing its final determination of the reconsidered protest within five (5) days of the administrative hearing.

#### 9. Effect of Judicial Proceedings

The LTA may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court. The foregoing shall not apply where the court requests, expects or otherwise expresses interest in the LTA's decision.

### **Protest Deadlines**

#### 1. Pre-Award Protests

Direct protests concerning LTA's pre-award process in writing (via mail or fax only) to Mary Gilbert, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023, fax: 831-636-4160, by 5:00 p.m., September 14, 2018. Mary Gilbert will respond to these protests by September 21, 2018 by express mail, email and/or fax.

#### 2. Post-Award Protests

Direct protests concerning LTA's post-award process in writing (via mail or fax only) to Mary Gilbert, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023, fax: 831-636-4160, by 5:00 pm, November 2, 2018. Mary Gilbert will respond to these protests by

November 9, 2018 by express mail, email and/or fax.

3. Appeal of LTA's Decision to Caltrans

Under limited circumstances, after an interested party has exhausted its administrative remedies at LTA's level, the interested party may appeal San Benito LTA's decision to the California Department of Transportation (Caltrans). The deadline for pre-award protest appeals to Caltrans September 28, 2018. The deadline for post-award protest appeals to Caltrans is 5:00 pm, November 16, 2018.

Caltrans limits review of appeals to:

- (1) LTA's procedural failures (LTA does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify LTA's responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with LTA and a copy of LTA's decision.
- (5) State the relief sought from Caltrans.

Direct appeals (via mail or fax only) to:

California Department of Transportation  
Division of Rail & Mass Transportation, MS 39  
PO Box 942874  
Sacramento, CA 94274-0001  
Fax: (916) 654-9366

Send a copy (via mail or fax only) of the appeal to San Benito LTA.

# Appendix F: Sample County Express and Specialized Transportation Reports

## County Express Monthly Report

County Express Monthly Report

### WEEKDAYS February 2019

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,629	6	279.00	3,449	\$ 690.99	\$ 357.35	\$ 71.50	20	\$ 13,138.95
Paratransit	1,428	56	558.24	8,342	\$ 2,072.97	\$ 1,072.05	\$ 214.50	20	\$ 26,289.20
Fixed Route	2,255	55	439.30	4,959	\$ 1,238.94	\$ 265.60	\$ -	20	\$ 20,687.95
Gavilan	2,464	0	282.85	6,477	\$ 2,499.02	\$ 1,029.80	\$ -	20	\$ 13,320.26
Caltrain	782	0	189.57	4,593	\$ 1,278.58	\$ 67.00	\$ -	20	\$ 8,927.42
Total	8,558	117	1,748.96	27,820	\$ 7,780.50	\$ 2,791.80	\$ 286.00		\$ 82,363.77

### SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	55	0	11.51	219	\$ 82.40	\$ 6.90	\$ -	4	\$ 542.04
Greyhound	119	0	27.49	762	\$ 236.64	\$ 14.10	\$ -	4	\$ 1,294.59
Total	174	0	39.00	981	\$ 319.04	\$ 21.00	\$ -		\$ 1,836.63

### SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	77	0	12.96	138	\$ 65.05	\$ 6.60	\$ -	4	\$ 610.33
Greyhound	81	0	28.39	786	\$ 177.91	\$ 8.40	\$ -	4	\$ 1,336.97
Total	158	0	41.35	924	\$ 242.96	\$ 15.00	\$ -		\$ 1,947.30

### MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,761	6	303.47	3,806	\$ 838.44	\$ 370.85	\$ 71.50	28	\$ 14,291.31
Paratransit	1,428	56	558.24	8,342	\$ 2,072.97	\$ 1,072.05	\$ 214.50	20	\$ 26,289.20
Fixed Route	2,255	55	439.30	4,959	\$ 1,238.94	\$ 265.60	\$ -	20	\$ 20,687.95
Gavilan	2,464	0	282.85	6,477	\$ 2,499.02	\$ 1,029.80	\$ -	20	\$ 13,320.26
Caltrain	782	0	189.57	4,593	\$ 1,278.58	\$ 67.00	\$ -	20	\$ 8,927.42
Greyhound	200	0	55.88	1,548	\$ 414.55	\$ 22.50	\$ -	8	\$ 2,631.56
Total	8,890	117	1,829.31	29,725	\$ 8,342.50	\$ 2,827.80	\$ 286.00		\$ 86,147.70

### FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	15,778	379	2,617.32	29,133	\$ 7,169.92	\$ 3,719.03	\$ 614.75	238	\$ 120,677.53
Paratransit	11,545	663	4,674.18	75,559	\$ 17,547.49	\$ 10,780.17	\$ 1,844.25	168	\$ 215,507.61
Fixed Route	18,605	224	3,629.83	40,723	\$ 10,517.42	\$ 2,125.90	\$ 155.00	167	\$ 167,426.66
Gavilan	17,916	1	2,072.87	46,922	\$ 20,587.82	\$ 6,420.90	\$ 238.00	168	\$ 95,551.44
Caltrain	6,920	3	1,548.44	37,698	\$ 10,438.24	\$ 642.70	\$ -	168	\$ 71,405.70
Greyhound	1,912	0	492.75	13,380	\$ 3,179.34	\$ 187.30	\$ -	70	\$ 22,706.07
Total	72,676	1,270	15,035.39	243,415	\$ 69,440.23	\$ 23,876.00	\$ 2,852.00		\$ 693,275.01

### ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	132	893
Turn Downs	0	0
No Shows	63	460
Cancellations	151	1,181
Employee Hours	2,450	17,497
Vehicles - Midday	7	
Vehicles - Peak	8	

### DAR/Paratransit

Rider Time	No. of Riders	Year to Date
0-30	1	1
30-60	1	1
60+	1	1
Wait Time	No. of Riders	Year to Date
0-15	1	1
16-30	1	1
31+	1	1

### Bicycles

Greyhound Bikes
4
Gavilan Bikes
35
Caltrain Bikes
3
Fixed Route
0

# County Express Monthly Operations Report

February 2019

## Year to Year comparison

	2019	2018
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	3.77	3.86
Fixed Route Service	5.25	4.21
Gavilan Service	8.71	9.19
Caltrain Service	4.12	4.39
Greyhound Service	3.57	3.25
<b>Total Passengers</b>	<b>9,007</b>	<b>8,767</b>
 <b>Total Revenue Hours</b>	 <b>1,829.31</b>	 <b>1,821.87</b>
 <b>Passengers per Hour</b>	 <b>4.92</b>	 <b>4.81</b>
<b>Lift Trips</b>	132	159
<b>No Shows</b>	63	54
<b>Cancellations</b>	151	201
<b>Missed Runs</b>		
<b>Fuel</b>		

# County Express Monthly Operations Report

February 2019

**Accidents:**

--

**Incidents:**

--

**Complaints/Compliments:**

--

**Safety Training:**

--

**Employee Turnover:**

--

**Ride Check:**

--

**Road Calls:**

--

**Bus Cleanliness:**

--

## Specialized Transportation Monthly Report

### Specialized Transportation Services Monthly Service Report

February 2019

#### WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	15	10.00	25	\$ 50.00	5
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	30	30.00	75	\$ 75.00	

#### WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	3	2.00	5	\$ -	1
Total	3	2.00	5	\$ -	

#### MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	18	12.00	30	\$ 50.00	6
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	33	32.00	80	\$ 75.00	

#### FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	18	12.00	30	\$ 50.00	6
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	33	32.00	80	\$ 75.00	

#### VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
62	
63	
734	
735	
736	
738	

#### NOTES

#### ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	1	1
Unduplicated Passengers	1	1
Turn Downs	1	1
No Shows	1	1
Cancellations	1	1
Employee Hours	1	1
Fuel	1	1
Vehicles - Midday		
Vehicles - Peak		

Rider Time	SL	Year to Date	M/S	Year to Date
0-30	1	1	1	1
30-60	1	1	1	1
60+	1	1	1	1

Wait Time	SL	Year to Date	M/S	Year to Date
0-15	1	1	1	1
16-30	1	1	1	1
31+	1	1	1	1

Office

Specialized Transportation Monthly Report 2019\_Part 1.xls, Printed 3/15/2018

**Specialized Transportation Services  
Monthly Service Report**  
February 2019

**OUT OF COUNTY**

Week of	ONE WAY PASSENGERS						
	M	T	W	TH	F	S	Total
1/1-6/2018							0
1/8-13/2018	3	3	3	3	3	3	18
1/15-20/2018							0
1/22-27/2018							0
1/29-31/2018							0
Total	3	3	3	3	3	3	18

	FARES						
	M	T	W	TH	F	S	Total
							10
							10
							10
							10
							10
							0
							0
							50

	REVENUE HOURS						
	M	T	W	TH	F	S	Total
	2	2	2	2	2	2	12
							0
							0
							0
							0
							0
							0
							12

	REVENUE MILES						
	M	T	W	TH	F	S	Total
	5	5	5	5	5	5	30
							0
							0
							0
							0
							0
							0
							30

**SENIOR LUNCH**

Week of	ONE WAY PASSENGERS						
	M	T	W	TH	F	S	Total
1/1-6/2018							0
1/8-13/2018							0
1/15-20/2018	2	2	2	2	2	2	10
1/22-27/2018							0
1/29-31/2018							0
Total	2	2	2	2	2	2	10

	FARES						
	M	T	W	TH	F	S	Total
							0
							0
							0
							0
							0
							0
							0
							0

	REVENUE HOURS						
	M	T	W	TH	F	S	Total
	2	2	2	2	2	2	10
							0
							0
							0
							0
							0
							0
							10

	REVENUE MILES						
	M	T	W	TH	F	S	Total
	5	5	5	5	5	5	25
							0
							0
							0
							0
							0
							0
							25

**MEDICAL/SHOPPING ASSISTANCE**

Week of	ONE WAY PASSENGERS						
	M	T	W	TH	F	S	Total
1/1-6/2018							0
1/8-13/2018							0
1/15-20/2018	1	1	1	1	1	1	5
1/22-27/2018							0
1/29-31/2018							0
Total	1	1	1	1	1	1	5

	FARES						
	M	T	W	TH	F	S	Total
							5
							5
							5
							5
							5
							0
							25

	REVENUE HOURS						
	M	T	W	TH	F	S	Total
	2	2	2	2	2	2	10
							0
							0
							0
							0
							0
							10

	REVENUE MILES						
	M	T	W	TH	F	S	Total
	5	5	5	5	5	5	25
							0
							0
							0
							0
							0
							25

Passenger per Hour

Out of County 1.5  
Senior Lunch 1  
Medical/Shopping 0.5



**Specialized Transportation Services  
Monthly Summary Report  
February 2019**

Accidents

--

Incidents

--

Complaints

--

Compliments

--

Safety Training

--

Employee Turnover

--

Ride Checks

--

Road Call

--

Bus Cleanliness

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# County Express/Specialized Transportation 5310 Report

JANUARY							JANUARY						
Vehicle #000 VNI 0000							Vehicle #000 VNI 0000						
Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5	2	2	2	2	5	10	5	2	2	2	2	5	10
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
18							18						
19							19						
20							20						
21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	2	2	2	2	5	10	Total	2	2	2	2	5	10

FEBRUARY							FEBRUARY						
Vehicle #000 VNI 0000							Vehicle #000 VNI 0000						
Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5	2	2	2	2	5	10	5	2	2	2	2	5	10
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
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21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	2	2	2	2	5	10	Total	2	2	2	2	5	10

MARCH							MARCH						
Vehicle #000 VNI 0000							Vehicle #000 VNI 0000						
Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5	2	2	2	2	5	10	5	2	2	2	2	5	10
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
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21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	2	2	2	2	5	10	Total	2	2	2	2	5	10

Total Days	3	Total Service Miles	30	Total Days	3	Total Service Miles	30
Ending Odometer	300	Total Service Hours	15	Ending Odometer	300	Total Service Hours	15
		Total One-Way Passenger Trips	24			Total One-Way Passenger Trips	24
		Total Bids	6			Total Bids	6
		Total Wheelchair	6			Total Wheelchair	6
		Total Disabled	6			Total Disabled	6
		Total Other Passengers	6			Total Other Passengers	6

APRIL							APRIL						
Vehicle #000 VNI 0000							Vehicle #000 VNI 0000						
Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Eligibility	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17	2	2	2	2	5	10	17	2	2	2	2	5	10
18							18						
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23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	2	2	2	2	5	10	Total	2	2	2	2	5	10

MAY							MAY						
Vehicle #000 VNI 0000							Vehicle #000 VNI 0000						
Days	Eligible	Wheelchair Users	Disabled	Other Passenger	No. Service Hours	Service Miles	Days	Eligible	Wheelchair Users	Disabled	Other Passenger	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
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15							15						
16							16						
17							17						
18							18						
19							19						
20							20						
21							21						
22	2	2	2	2	5	10	22	2	2	2	2	5	10
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	2	2	2	2	5	10	Total	2	2	2	2	5	10

## 5310 Biannual Reports

### January - June Totals

Vehicle #000 VIN 0000

Total Days	6
Ending Odometer	300

Total Service Miles	60
Total Service Hours	30
Total One-Way Passenger Trips	48
Total Elderly	12
Total Wheelchair	12
Total Disabled	12
Total Other Passengers	12

Vehicle #000 VIN 0000

Total Days	57
Ending Odometer	300

Total Service Miles	60
Total Service Hours	30
Total One-Way Passenger Trips	48
Total Elderly	12
Total Wheelchair	12
Total Disabled	12
Total Other Passengers	12

## Appendix G: County Express Operations Personnel Wages and Benefits

Position	Status	Pay Rate	Seniority Date	Exempt
Operator	Regular Full-Time	\$15.70	1/27/2014	N
Operator	Regular Part-Time	\$15.45	10/16/2015	N
Operator	Regular Full-Time	\$15.70	2/20/2014	N
Operator	Regular Full-Time	\$17.89	4/17/2008	N
Operator	Regular Full-Time	\$15.00	12/19/2016	N
Operator	Regular Full-Time	\$18.23	3/22/2005	N
Operator	Regular Part-Time	\$15.70	6/23/2014	N
Operator	Regular Full-Time	\$15.00	12/19/2016	N
Operator	Regular Full-Time	\$22.98	3/25/1991	N
Operator	Regular Full-Time	\$17.17	9/23/2010	N
Operator	Regular Full-Time	\$17.89	11/20/2007	N
Operator	Regular Full-Time	\$20.97	7/9/1996	N
Operator	Regular Full-Time	\$14.00	2/3/2018	N
Operator	Regular Full-Time	\$14.00	1/31/2018	N
Operator	Regular Full-Time	\$17.89	4/17/2006	N
Dispatcher	Regular Full-Time	\$25.37	2/1/1988	N
General Manager	Regular Full-Time	Confidential	Confidential	Y
Project Manager	Regular Full-Time	Confidential	Confidential	Y

### IMPORTANT NOTE AND DISCLAIMER

The wages and benefits paid to all dispatchers and operators for the MV Transportation San Benito County operating location are governed by a collective bargaining agreement (CBA) between MV Transportation and the SMART UTU – Local 23. The agreement is attached for review. The agreement expires June 30, 2019, wages and benefits are expected to increase in the upcoming negotiations.

### BARGAINED, NON-EXEMPT DISPATCHER AND OPERATOR BENEFITS:

**HOLIDAY PAY:** Full time employees are eligible for six (6) paid holidays. Part time employees are eligible for four (4) paid holidays.

**MEDICAL INSURANCE:** The Company offers medical insurance to eligible employees determined under the provisions of the Affordable Care Act (ACA). For “Grandfathered employees,” the Company will contribute \$425.00 per month. For Non-Grandfathered employees, the Company will contribute \$325.00 per month to the cost of the plan.

**DENTAL AND VISION INSURANCE:** The Company shall provide Dental and/or Vision Insurance at no cost to the eligible full-time employee for employee only coverage if that employee elects not to take the medical insurance; otherwise employees will have the option to participate in Dental and Vision Insurance at group at their own cost.

**LIFE INSURANCE:** The Company shall maintain life insurance coverage for employees at Ten Thousand Dollars (\$10,000) per employee payable to a surviving beneficiary.

**401K:** The Company shall provide a 401K Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee's annual salary.

**VACATION PAY:** Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month. The accrual rate increases to 6.66 hours per month after three years of full time employment. The accrual rate increases to 10 hours per month after five (5) years of service.

**SICK PAY:** Full-time employees shall be eligible for four (4) hours of sick pay for every calendar month, up to a maximum of forty-eight (48) hours annually. Part-time employees are eligible for two (2) hours a month up to a maximum of twenty-four hours annually.

**BEREAVEMENT:** The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave.

**SAFETY BONUS:** The Company agrees to develop a monthly safety program where eligible employee would participate in some form of drawing for cash or cash equivalent prizes, not to exceed \$300.00 per month for the entire division.

#### **NON-BARGAINED, EXEMPT EMPLOYEE BENEFITS:**

**MEDICAL:** Full time employees and those who qualify under the ACA are eligible for health, dental and vision benefits.

**VACATION PAY:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years the accrual increases to 3.08 hours per pay period.

**PAID SICK TIME:** The Company provides sick leave benefits in accordance with the California Sick Leave Act (24 hours of sick leave per year) to full time and part time employees.

**PAID HOLIDAYS:** All employees are eligible for six (6) paid holidays.

**SUPPLEMENTAL VOLUNTARY BENEFITS:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, critical illness, universal life, and term life insurance.

**FLEXIBLE SPENDING ACCOUNTS (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**EMPLOYEE ASSISTANCE PROGRAM:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**SUPPLEMENTAL LIFE, AD&D, AND DISABILITY INSURANCE:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401(k):** Employees are eligible to participate in the Company offered 401(k) program with a Company match.

**Appendix H: Collective Bargaining Agreement**

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN**

**MV TRANSPORTATION, INC  
Hollister, California**

**AND**

**SMART -UTU  
LOCAL 23**

**Effective July 1, 2016  
Through  
June 30, 2019**

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## **PREAMBLE**

Both the MV Transportation (herein referred to as the Company) and the SMART Local 23 (herein referred to as the Union), agree that the purpose of this Labor Agreement is to ensure that all MV employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of MV Transportation to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. MV Transportation recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of MV Transportation and SMART Local 23, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The Company and Union further agree that the purpose of the Company organization is to provide public transit service. Both further agree that they shall strive to achieve excellence in the provision of public transit services to San Benito County residents. All clients of the Company organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

This Labor Agreement has been executed by a representative of MV Transportation, hereinafter referred to as the Company, and by a representative(s) of SMART Local 23, hereinafter referred to as the Union

## **ARTICLE 2**

### **NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by MV Transportation shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, or Union activity or lack thereof.

### **ARTICLE 3**

#### **AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Labor Agreement, the following authorized agents have been designated:

- A. Company's principal authorized agent shall be the Labor Director or his/her duly authorized representative.

MV Transportation  
5910 N. Central Expy. Suite 1145  
Dallas, TX 75206

MV Transportation  
3240 Southside Road  
Hollister, CA 95023

- B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SMART Local 23  
1200 River Street  
Santa Cruz, CA 95060

### **ARTICLE 4**

#### **RECOGNITION**

The Union is recognized as the exclusive representative for the purpose of collective bargaining with the respect to rates of pay, wages, hours of work, and other conditions of employment for the employees of the production unit as certified by the National Labor Relations Board (NLRB), Dispatchers and Drivers.

### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the express provisions of this Agreement, the Company has and retains the sole and exclusive right to manage its business including but not limited to the following:

- A. Direct the workforces, including the right to hire, promote, demote, discharge, lay off or transfer any employee, and maintain the discipline and efficiency of its

- employees.
- B. Reprimand, suspend, discharge, counsel or otherwise discipline employees for just cause.
  - C. Determine and schedule working hours, allot and assign work, shifts, routes and overtime.
  - D. Close down, reduce or expand the Company's facility or any parts thereof; reduce, alter combine, transfer, amend or cease any operation of service.
  - E. Determine the size or composition of the workforce.
  - F. Determine the policies, procedures and rule affecting the selection or training of employees.
  - G. Determine and implement measures to promote safety and to protect the health and property, including the administration of the Company's drug and alcohol policy.
  - H. Make, change, amend and enforce rules, policies and practices not in conflict with the specific provision of this Agreement. The Company issued Employee Handbook shall outline all rules, regulations, and policies. For purposes of this Agreement, the Handbook Policies concerning attendance, safety, and minor/major rules violations shall apply. Prior to the implementation of any new or revised work rule, regulation or policy, the Company will issue an addendum to the Employee Handbook with a copy given to each employee and the Union at least thirty (30) days, or as soon as practicable prior to implementation subject to Management Rights as outline in Article 5 of this Agreement. The Company and the Union shall meet and confer on the impact of new rules and revisions.

**Technology Rights.** The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

All management rights and powers are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. These rights shall be limited only as specified in this Agreement or applicable state or federal laws.

The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be

considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 6**

### **UNION RIGHTS**

#### **6.1 Representation**

The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify the Company and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to two (2) persons, in addition to its staff members to act as official representatives and will notify the Company as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meeting with the Company to address matters of mutual concern. Union official representatives who are Company employees may utilize time during normal working hours for meeting and conferring and or negotiations with authorized representatives of the Company subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

#### **6.2 Steward Program**

Union stewards shall mean permanent employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Employee Unit shall select up to four (4) stewards.

Union agrees to notify the Company in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Human Resource Director/and or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the Company as stewards of the Union.

Stewards shall be subject to the following:

- A. A designated Steward shall be authorized a reasonable amount of time off up to thirty (30) minutes without loss of pay to investigate and present grievances and disciplinary appeal of employees.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement.

C. Before performing grievance and disciplinary appeal work, the steward will obtain release time when necessary from his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment. The steward's absence will not interfere with the work of the unit.

D. Stewards shall receive no overtime for time spent performing a function of a steward.

### **6.3 Union Access**

. Authorized Union staff representatives desiring access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the Company shall provide controlled or escorted access.

Stewards will be allowed to meet with new hires during training to inform them about the Union and to fill out applications for membership and dues deduction forms.

### **6.4 Bulletin Board**

Where such space is available, the Company will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on Company bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management. Union installed boards shall be of reasonable size and construction as approved by the Management. :

- Union agrees that notices posted on Company and Union bulletin boards shall not contain anything that may reasonably be construed as maligning or derogatory to the Company or its representatives.

### **6.5 Labor and Management Meetings**

It is the intent of the Union and the Company to meet quarterly/or when more often if deemed necessary to discuss issues pertaining to the operation, conditions of employment and Labor – Management issues but in any case shall meet no less than twice a year. The purpose of the

meetings is to enhance communication in order to maintain and improve Labor – Management relations. Employees attending as Union Representatives during their working hours shall not lose any paid time to attend these meetings.

## **UNION SECURITY**

### **6.6 Union Security**

6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, thirty (30) days after date of hiring, become members of the Union and remain members of the Union in good standing. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.

6.6.2. No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The Company shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.

6.6.3. In the event an employee, due to his/her own negligence, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure, and the Company, not later than seven (7) days following receipt of such written notice, will remove the employee from all work schedules and refrain from assigning the employee to perform bargaining unit work until he/she returns to good standing with the Union.

### **6.7 Dues Deductions**

6.7.1 The Union has the sole and exclusive right to have employee organization membership dues deducted by the Company for employees in the bargaining unit.

6.7.2. The Company shall deduct, in accordance with the Union's dues schedule, union dues from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies the Company and the employee in writing of the amount in arrears. The Union shall advise the Company as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. The Company shall remit such dues to the address furnished to the Company by the Union. The Union agrees to update as soon as possible if there is an address change.

6.7.3. The Company shall, without charge, pay to the Union upon deduction all sums so deducted. The Union dues or fees will be deducted each bi-weekly pay period and remitted, along with a list of the names and employee numbers of those for whom the deductions were made to the Union. For any employee that a deduction of dues or service fees was not submitted to the Union a reason for non-deduction and any applicable information (i.e.,

extended leave, medical leave, separation and dates) shall be noted and submitted along with the deductions. This deduction report shall be submitted in an electronic format for importing and posting purposes.

6.7.4. The Company shall upon request from the union, without charge, furnish the Union with a comprehensive list of all employees covered by this MOU. This list should be sent in an electronic format that both the Union and Company agree upon.

6.7.5 The Union will forward to the Company a copy of any payroll deduction authorization forms in a timely manner and the Company shall forward to the Union any such authorization forms received on their end so that both parties can accurately assess the employees and their deduction selection.

The Company shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.

If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to the Company, this shall be considered grounds for the Company to terminate the employee.

Voluntary PAC Any member who chooses to contribute to the PAC fund may do so by submitting a PAC authorization form to the Union specifying the amount they choose to have deducted each pay period. Such authorization will stay in effect until the member requests in writing to the Union that such deduction shall be stopped. If any contributing member is no longer in a position subject to this MOU their deduction will be stopped by the Company and the Union will be advised both of the reason and their separation date. The Union will forward to the Company a copy of any such authorization forms requesting to start or stop any such deductions.

Union agrees to provide MV Transportation with updated dues structure at least one month prior to the effective date of the change. Questions regarding Dues Deduction should be directed to SMART Secretary Treasurer

## **6.8 Hold Harmless Provision**

The Union agrees to defend, indemnify and hold harmless the Company and its officers, employees and agents against all claims and liability arising out of any actions taken by the Company under this Article, provided that the Company has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the Company under this Article.



## **ARTICLE 7**

### **SAFETY**

#### **7.1 Work Environment**

The Company recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the Company reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor. The Company agrees to provide adequate drinking water at all times for employees.

#### **7.2 Health and Safety Committee**

The Company shall establish a Health and Safety Committee. The Committee shall consist of equal numbers of Company and employee appointed representatives. Representatives shall be appointed from all employee groups. The Health and Safety Committee can review accidents and injuries and may make recommendations to the Company.

The Union shall appoint its members to the committee. Paid Union officers may attend the safety committee meetings. The committee shall convene quarterly.

#### **7.3 Safety Equipment and Clothing**

The Company shall supply employees with any safety equipment, tools, or clothing if required to do so by the State of Ca., Dept. of Labor, Department of Occupational Health Safety.

#### **7.4 Cell Phone Use**

Operators of passenger vehicles include Coach Operators, Mechanics, Fuelers, and Utility personnel. Violations of this Section may be grounds for immediate termination.

1. Any use of cellular telephones and other personal communication devices which include hands-free devices (e.g. Bluetooth, Blackberries, Pagers, and Text Messaging devices) during the operation of a company vehicle is prohibited. Company vehicle is defined as any vehicle designed or used to transport passengers. (e.g. Busses, Cars, Vans, Trucks).
2. Cellular telephones and push to talk communications devices may be used only when they do not pose a risk to safe driving. The vehicle must be in safe location, in park, and emergency/parking brake engaged.
3. When the Company Vehicle is secured the use of cellular telephones is permitted and should be limited to break or meal periods.

4. The use of cellular telephones for personal calls during your working hours is discouraged, but in the event that there is a need, the use of electronic devices should not cause delays of schedules.

5. If it becomes necessary to use a cellular telephone in a bona fide emergency situation, and where permitted by law, employees must pull over, park in a safe location and secure the vehicle prior to using a cellular phone.

## **ARTICLE 8**

### **COMPENSATION**

#### **8.1 General Salary Increases:**

8.1.1 Effective July 1, 2016, bargaining unit salaries shall follow the wage scale listed in Appendix A.

8.1.2.1 Effective on the anniversary date employees with more than 10 years of service will receive an increase upon their hire date as listed in Appendix A. For purposes of this provision the hire date is the date of hire with MV Transportation.

## **ARTICLE 9**

### **INSURANCE BENEFITS**

#### **9.1 Medical Insurance:**

##### **9.1.1 Medical Insurance Premium Contributions: Effective January 1, 2014**

Eligibility for the plan will be determined under the provisions of the Affordable Care Act. Eligible employees can participate in the company's Affordable Care Health & Welfare Plans (Medical, Prescription Drug, Dental & Vision) first day of the month following sixty (60) calendar days of employment. These plans will be priced according to the "affordability" definition under the Affordable Care Act.

:

A) Employees enrolled in Medical Coverage August 2013 ("Grandfathered" employees) – The Company shall pay 80% of the employee only Health Insurance premium rate toward the Cigna Affordable Choice OAP Plan. For 2017, the rates are:

<b>CIGNA Affordable Choice OAP Plan</b>	<b>2017 Monthly Cost</b>	<b>Monthly Co. Contribution</b>	<b>Emp per Paycheck</b>
Employee Only	515.64	\$412.52	\$51.56
Employee/Spouse	1,108.57	\$412.52	\$348.03
Employee/Children	979.64	\$412.52	\$283.56
Employee/Family	1,675.71	\$412.52	\$631.60

Employees enrolled in Medical Coverage August 2013 – Beginning January 1, 2018, the Company will discontinue the CIGNA Affordable Choice Plan and offer the Company Health and Welfare Plan(s). The Company will contribute \$425.00 per month to the cost of this medical prescription drug coverage.

B)Non-Grandfathered employees– Non-Grandfathered employees are current on the Company Health and Welfare Plan(s) with the Company contributing \$300.00 per month to the cost of the plan.. Beginning January 1, 2018, The Company will contribute \$325.00 per month to the cost of this medical/prescription drug coverage. The Company will work with the Union to continue research on alternative insurance plans.

**9.2. Dental and Vision Insurance:** The Company shall provide Dental and/or Vision Insurance at no cost to the eligible full-time employee for employee only coverage if that employee elects not to take the medical insurance; otherwise employees will have the option to participate in Dental and Vision Insurance at group at their own cost.

**9.3 Life Insurance:** The Company shall maintain life insurance coverage for unit employees at Ten-Thousand Dollars (\$10,000) per employee payable to a surviving beneficiary provided that the company's form is signed and on file.

All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he terminates from the company.

The Company reserves the right to modify health and welfare plans to comply with the required and mandatory Affordable Care Act standards. Such required modification shall not negate the terms and conditions of this Agreement.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

#### **10.1 Regular Workday and Workweek**

The regular workday will be determined by the requirements of the transportation schedule developed by the Company and/or its customers. In the event there is a change in a workweek schedule the Company will give as much advance notice as operationally feasible. Full time employees shall be employees who work 35 or more hours a week.

#### **10.2 Overtime Defined**

Overtime is any work in excess of forty (40) hours per week for drivers. All other employees are covered under California State Law, which pays at a rate of 1 ½ hours for every hour worked at an employee's regular rate of pay for any time after eight hours of work.

10.2.1 Unless regularly scheduled, management must approve overtime hours.

10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is scheduled for overtime. When overtime is scheduled, senior employees shall have the option to work or decline the overtime. For operational needs the junior employee(s) shall be required to work the overtime.

#### **10.3 Overtime Compensation**

10.3.1 Overtime shall be compensated at the rate pay of one and one half (1 ½) hours for every hour worked at an employee's regular rate of pay.

#### **10.4 Minimum Callback**

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in. Employees who are called back to work and who refuse work that they were otherwise not called back to work for, shall, for the purpose of this provision, have waived the two (2) hours minimum call back pay if their time is less than two hours.

## **ARTICLE 11**

### **TRAINING**

The Company shall provide adequate training where required to all employees, particularly drivers, in order that they can perform their jobs in the most efficient and safe manner. In addition, the Company shall pay for any driver training required under law in order to perform their job duties and responsibilities. The Company shall provide compensation for any travel

time related to special training. The Company will continue to offer a payroll deduction plan to assist drivers acquire any needed licenses and certifications.

## **ARTICLE 12**

### **SENIORITY**

#### **12.1 Company Seniority**

Company seniority will consist of an employee's continuous service with the Company since his/her most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in this article.

#### **12.2 Classification Seniority**

Classification Seniority will consist of the total length of employment that an employee has in the job classification that they occupy since his/her date of entry into that classification

#### **12.3 Layoffs**

In the event that the Company should determine that layoffs are necessary the principle of seniority will be applied. Seniority will also apply in cases of recall of laid off employee when work becomes available. Laid-off employees will be given a maximum of fifteen (15) days from the date of postmarked to answer written notice of recall sent to the employee's last known address, and will return to work when notified or will be considered quit.

**Reduction of Work:** Where operationally feasible, management shall make accommodations to senior employees in hours of work and driver's route when there is a reduction of work and hours. The Division Manger shall offer to senior employees what work is available to meet those operational needs.

#### **12.4 Transfers and Promotions**

Seniority will apply in cases of transfer or promotion from one job to another job whenever job openings exist with the bargaining unit. Transfers into this division from another location shall maintain company seniority for the purpose of establishing a rate of pay and benefits for said employee. All transfers will start at the bottom of the seniority list for establishing bidding rights within this division. Temporary transfers from another location working at the Division and vice versa, will maintain their wages and benefits when performing the work.

#### **12.5 Qualifications**

In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.

## **12.6 Termination of Seniority**

Seniority will be terminated by:

- a. Discharge
- b. Voluntary Quit
- c. Twelve (12) consecutive months of layoff
- d. Seniority will terminate within 120 days upon accepting a Staff Positions e.g. Supervisor, Dispatcher or Clerk

## **12.7 Seniority List**

The Company agrees to post a current seniority list at the beginning of January and June of each year.

# **ARTICLE 13**

## **REVENUE CONTRACT TO PREVAIL**

Client Contract. The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with name of client, hereto known as the "Client." The contract between the Company and Client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations are required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provisions(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

## **ARTICLE 14**

### **LEAVES**

#### **14.1 Sick Leave**

Sick Leave shall be considered as approved leave off for employees who have earned it under the provisions outlined in Article 18 and who have approved scheduled time off by management.

#### **14.2 Vacation**

Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on a pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

A. Accrual: Vacation credit will be earned by an eligible employee on a pay status beginning the first month during which the required qualifying service is completed, at the follow rates:

1. Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month.
2. The accrual rate increases to 6.66 hours per month after three years of full time employment.
3. The accrual rate increases to 10 hours per month after five (5) years of service.
4. Vacation shall be scheduled based on seniority. Employees shall make every effort possible to give advance notice to the Company for vacation requests. Each year commencing January 1 through March 31 all employees shall submit their vacation requests for the year. After March 31<sup>st</sup> senior employee shall be granted the vacation requests provided it is operationally feasible. Any requests submitted after March 31<sup>st</sup> shall be on a first submittal basis.
5. Employees shall be allowed to cash out vacation hours in excess of 120 hours. Employees shall have the option of cashing out accrued vacation during the first week in June or during the first week in November of each year. Vacation cash outs must be requested in writing by December 31<sup>st</sup> of the previous calendar year from the request vacation cash out window. Failure to request vacation cash out in writing before the December 31<sup>st</sup> date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn
6. Vacation carry-over: Employees may carry over vacation days to the following year. At no time shall the employee have more than one hundred seventy five

percent (175%) of their total annual accrual amount, no more vacation may be earned (accrued) until the vacation balance falls below that level

Example: An employee earns 40 hours of vacation annually. 175% of 40 hours would be 70 hours. So the employee's maximum vacation balance would be 70 hours.

### **14.3 Family and Medical Leave Laws**

14.3.1 The Company and the Union agree to be bound by the state and federal family and medical leave laws. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the laws.

14.3.2 However, notwithstanding the above, the Company will allow as many employees as operationally feasible to take approved leave off when the request is submitted in advance and allows the Company to accommodate requests for time off by more than one employee at the same time.

### **14.4 Bereavement Leave**

The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave. Immediately family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the General Manager, using a form provided by the Company. Additional days off without pay, may be requested for extenuating circumstances. The Company can request verification of death (i.e. obituary or copy of death certificate) from the employees exercising their rights under this provision.

### **14.5 Personal Leave**

Employees who wish to take a personal leave of absence must put their request in writing and submit it to the location General Manager. Leaves will be responded to in writing by the Company, and those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by the Company.

### **14.6 Voluntary Furloughs**

The Union and Company have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours.

### **14.7 Union Leave**

Employees who give the Company notice, who need to be absent from work due to union



business shall, upon approval from the General Manager or his/her designees, be granted that unpaid leave. No more than two employees shall be granted time for the same leave and that leave shall not exceed one week.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **15.1 Definition**

A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed.

#### **15.2 Filing a Grievance**

The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) calendar days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) calendar days will be deemed a waiver of the grievance.

##### **STEP 1**

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) calendar days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) calendar days after the date of the meeting.

##### **STEP 2**

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of HR/Labor Relations, or his designee within ten (10) calendar days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Director of HR/Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) calendar days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) calendar days of the meeting the Director of HR/Labor Relations, or his designee, will provide a written answer to the Union.

##### **STEP 3**

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) calendar days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

### **15.3 Expedited Procedure**

The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates nor shall be allowed in the proceedings.
- (b) The hearing will be informal.
- (c) No briefs will be filed.
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing.
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings.
- (i) The fees and expenses of the arbitrator will be borne equally by both parties.
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

### **15.4 Arbitrator Selection**

If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) calendar days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All

other mutually agree to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

#### **15.5 Disciplinary Grievances**

15.6.1 Employees must be disciplined for just cause. Before an employee is discharged or suspended by the Company, there shall be a meeting arranged immediately between the General Manager for the Company and the highest available official for the Union to discuss the circumstances surrounding the discharge or suspension.

15.6.2 When an employee is discharged or suspended the Union shall, within three (3) working days, receive written notice for such discharge or suspension.

#### **15.7 General Provision of Grievance Procedure**

15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.

15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the Company responsible for replying to the grievance.

15.7.3 The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedures shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties and shall be on a non-precedented basis.

### **ARTICLE 16**

#### **SAFETY BONUS**

The Company agrees to develop a monthly safety program where eligible employees would participate in some form of drawing for cash or cash equivalent prizes, not to exceed \$300.00 per month for the entire division.

## **ARTICLE 17**

### **NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK**

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross-utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand, instructing an employees, or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as they become available to take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee.

## **ARTICLE 18**

### **SICK LEAVE**

Full-time employees shall be eligible for four (4) hours of sick pay for every calendar month, up to a maximum of forty-eight (48) hours annually. Part-time employees are eligible for two (2) hours a month up to a maximum of twenty-four hours annually. Employees are eligible to utilize sick pay after ninety (90) calendar days of employment. For purposes of this Article only, verified illness, emergencies, or situations outlined in the California Paid Sick Leave law shall be considered an excused absence for the first twenty (24) hours. Employees with approved time off leave must work a minimum of one-half of their scheduled shifts in that calendar month. Sick pay may not be cashed in. Sick pays may not be carried over from year to year. Sick Pay will not be used for the purposes of calculating overtime. Sick pay will not be paid out upon termination. Sick leave after the first twenty-four (24) hours will not be considered approved time off. Employees may donate any sick pay that they have earned to another eligible employee for the purpose of assisting a fellow employee during a time of hardship.

The Company will comply with the California Paid Sick Leave law where applicable.

## **ARTICLE 19**

### **HOLIDAYS**

The following days shall be designated as paid holidays. Employee having to work on these days shall receive their regular rate of pay in addition to the holiday pay. Employees are eligible for Holidays are one year of continuous service. Employees must work their scheduled day before and after a holiday in order to receive Holiday pay.

#### **19.1**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, subject to approved scheduling by management.

## **19.2**

Part time employees will be paid for the following holidays: Thanksgiving, Christmas, New Year's Day and Independence

# **ARTICLE 20**

## **ROUTE ASSIGNMENTS**

### **20.1 Driver's Routes**

Drivers will be assigned routes based on a driver's seniority. Shifts/Routes shall be picked by seniority as described in the following section:

### **20.2 Bid Shift Procedures**

20.2.1. All runs will be selected by classification seniority for those operators in the driver classification at the time of the bid

20.2.2. Bid will be conducted at least one year before Fall Schedule). The parties may mutually agree on an additional bid or mini-bid subject to seasonal changes in the schedule or operational need.

20.2.3. The runs will be posed for three days before bidding and they will list the approximate hours and the run assignment on the sheet. Posted may be determined by Company and at a minimum there shall be one posting of list on the Union member bulletin board.

20.2.4 Each employee in the order of their seniority shall select their route before they sign the run sheet. Once employee signs he/she shall be assigned to that route.

20.2.5 Employees that elect to bid on a driver operator position that is open, shall upon successfully completing the bid process as outlined in Article 25 of the Agreement for Drivers, shall have selection rights for route and shift only after incumbent drivers have selected routes based on provisions 1 through 4 above. At the next scheduled bid process for driver routes their selection rights would be as outlined in paragraphs a through d above.

20.2.6 A driver that has been off work for more than thirty (30) days without a written return date from a physician due to illness or injury shall not be allowed to bid for a driver's position. However, upon returning to work that driver has the right to displace a driver on any run that is junior in seniority.

#### **20.2.7 Special Bids:**

20.2.7.1 Runs that become permanently open i.e. Promotion, Transfer, discharge, quit or other, shall be handled in the following manner:

- A. Open route only, shall be put up for bid following the bid procedures described above.
- B. The bid procedure will continue for the next open route (vacant due to the previous bid in A.) affected by this process.
- C. The third open route that is affected by this process will remain open and filled at management's discretion until the next master re-bid.

#### **20.3**

The Company will allow drivers to voluntarily switch their routes as long as the transit operation is maintained and with prior approval from management.

#### **20.4**

Employees out on an approved protected leave shall be entitled to return to the route they held prior to the leave. The Division Manager has the discretion to fill the temporary vacancy until the return of the employee who is out on leave. Filling vacancies due to protected leaves shall be filled by available employees in seniority order. Should the employee be out on leave during a master re-bid, their route selection shall be made by proxy for a new route assignment.

### **ARTICLE 21**

#### **GENERAL PROVISIONS**

##### **21.1**

Upon termination of MV Transportation's contract with LTA, any accrued employee benefits shall be payable upon termination. In addition, the Company agrees to comply with County, State, and Federal laws in regards to employees' rights and entitlements upon termination of employment with MV Transportation.

##### **21.2**

The Company's Substance Abuse Policy has been reviewed by the Company and the Union. Such provisions are expressly made a part of this Agreement. Furthermore, it is agreed that Voluntary Rehabilitation language in the Policy is intended to protect an employee's job should an employee utilize that section of the Policy.

## **ARTICLE 22**

### **PENSION BENEFITS**

The Company shall provide a 401K Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee's annual salary.

## **ARTICLE 23**

### **REVISED AND/OR NEW JOB DESCRIPTIONS**

The Company will provide notice to and, upon request, meet and bargain with the Union prior to implementation of new or revised job descriptions.

## **ARTICLE 24**

### **REST AND LUNCH PERIODS**

Rest Periods: All employees are authorized and permitted to take rest period in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods. Workers shall be granted a meal period not less than 30 minutes but no more than one hour, scheduled at approximately the mid-point of the workday when possible.

Meal Periods. The Company will provide a meal period during the driver's shift to drivers who work a shift of at least eight (8) hours in a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide either on-duty or off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minutes uninterrupted meal period. An on-duty meal period shall be permissible and counted as time worked. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat his or her meal at some point during his or her shift.

If the Company fails to provide a meal period to an employee as described in this section, the employee or Union must initiate a grievance under Article 10 within ten (10) days of the alleged missed meal period. Any and all disputes regarding the application of meal periods shall be

subject to the grievance procedure.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

## **ARTICLE 25**

### **HIRING PROCEDURES/PROMOTIONS**

The Company shall provide to employees all existing policies/procedures on the posting of vacancies and promotional opportunities

#### **25.1**

All job openings will be posted with job descriptions and minimum requirements and it is the employee's responsibility to apply in writing to the manager within the posted time limits. The Company shall make every effort to accommodate an employee's seniority, however selection will be based on the best qualifications for the open position.

#### **25.2**

All employees entering a new position shall be provided the tools and resource needed to perform the job in an efficient and safe manner.

#### **25.3**

Drivers shall receive the required training to perform their job in an efficient and safe manner.

## **ARTICLE 26**

### **PART-TIME EMPLOYEES**

Part-time employees shall be employees who work less than thirty-five (35) hours a week. For the purpose of seniority part-time employees shall be behind full time employees when it comes to assigning full time work schedules. Part-time employees shall have four (4) paid Holidays. Employees who work more than thirty-five (35) hours a week for more than ninety (90) calendar days shall be considered full time employees and subject to the benefits that apply for full time employees. If full time employees work less than thirty-five (35) hours for more than ninety (90) calendar days, they shall be considered part time employees until they resume their full time status.



## **ARTICLE 27**

### **ADDITIONAL REVENUE FROM LOCAL TRANSIT AUTHORITY**

The Union agrees to work with MV Transportation to secure additional funding during the terms of the contract between the Company and Local Transit Authority (LTA). Should the MV Transportation obtain a higher increase from Local Transit Authority (LTA) in any year and option years, that increase will be passed along to the employees covered by this agreement.

## **ARTICLE 28**

### **PROBATIONARY PERIODS**

All employees hired into shall serve an initial probationary period of six (6) months. The Company, at its option, can extend a probationary employee for additional thirty (3) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas improvement the employee must make.

## **ARTICLE 29**

### **NO STRIKE, NO LOCKOUT**

The Union agrees that during the term of this Labor Agreement neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions, or strike which would involve suspension of or interference with normal work of Company operations.

In the event of any job actions as described above, the Union will immediately notify involved employees that the actions(s) is in violation of this section, and direct them to cease the action(s).

The Company agrees that it will not lock out its employees for the duration of this Agreement.

## **ARTICLE 30**

### **FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Labor Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Labor Agreement Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of

representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by MV Transportation and SMART Local 23. The waiver of any breach, term, or condition of this Labor Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 31

### SAVINGS PROVISION

If any provisions of this Labor Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

## ARTICLE 32

### TERM OF AGREEMENT

This Labor Agreement represents the entire Agreement between the Company and SMART Local 23 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on July 1, 2013, and shall continue in full force and effect until midnight July 1, 2016, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present the Company with its requests for negotiations on the items within the scope of representation no later than April 1, 2016. The Company and Union shall begin the meet and confer process no later than April 30, 2016.

#### *IN WITNESS WHEREOF,*

the parties hereto have cause this Labor Agreement to be executed by affixing their signatures below.



\_\_\_\_\_  
For the Company  
Patrick Domholdt  
Labor Relations Director

\_\_\_\_\_  
For the Union  
Eduardo Montesino  
President

1/16/2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### Wages Drivers

	<b>EXISTING RATE</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>
Training	<b>Min. Wage</b>	<b>Min. Wage</b>	<b>Min. Wage</b>	<b>Min. Wage</b>
Start	<b>\$10.95</b>	<b>\$11.17</b>	<b>\$11.50</b>	<b>\$14.00</b>
1 Year	<b>\$13.09</b>	<b>\$13.35</b>	<b>\$13.75</b>	<b>\$14.56</b>
2 Years	<b>\$13.49</b>	<b>\$13.76</b>	<b>\$14.17</b>	<b>\$15.00</b>
3 Years	<b>\$14.12</b>	<b>\$14.40</b>	<b>\$14.83</b>	<b>\$15.45</b>
4 Years	<b>\$14.37</b>	<b>\$14.66</b>	<b>\$15.10</b>	<b>\$15.70</b>
5 Years	<b>\$14.80</b>	<b>\$15.10</b>	<b>\$15.55</b>	<b>\$17.17</b>
6 Years	<b>\$15.13</b>	<b>\$15.43</b>	<b>\$15.90</b>	<b>\$17.89</b>
7 Years	<b>\$15.49</b>	<b>\$15.80</b>	<b>\$16.27</b>	
8 Years	<b>\$15.84</b>	<b>\$16.16</b>	<b>\$16.64</b>	
9 Years	<b>\$16.18</b>	<b>\$16.50</b>	<b>\$17.00</b>	
10 Years	<b>\$16.53</b>	<b>\$16.86</b>	<b>\$17.37</b>	

Those employees at the 10 Years scale will remain on the ten year scale. Long tenured employees not on the scale ("Grandfathered employees") shall receive the following increases:

7/1/2016 - 2.0%

7/1/2017 - 3.0%

7/1/2018 - 3.0%

Effective July 1, 2018 employees in 'Year 10' will go to \$17.89.; employees from '6 Years to 9 Years' will go to \$17.17;

Anniversary (length of service) increases shall take effect on the first day of the payroll period following the operator's date of hire.

**Dispatcher – Wages**

\$.25 above the driver rate for corresponding year of service. For long tenured dispatchers, they shall receive the following increases:

7/1/2016 - 2.0%

7/1/2017 - 3.0%

7/1/2018 - 3.0%

Upon ratification, employees employed as of the date of ratification will receive their applicable wage increases retroactivity to July 1, 2016.

## Appendix I: Specialized Transportation Personnel Wages

Position	Status	Pay Rate
Driver	Regular, Full-Time	\$13.35
Driver	Regular, Full-Time	\$13.75
Coordinator	Regular, Part-time	\$15.21
Driver	Regular, Part-time	\$13.35
Driver	Regular, Part-time	\$13.08
Driver	Regular, Part-time	\$13.08
Driver	Back-up, Part-time	\$11.00