

Administering Agency: Nevada County Transit Services Division

Contract No. _____

Contract Description: **MANAGEMENT AND OPERATION OF NEVADA COUNTY NOW SPECIALIZED PARATRANSIT SERVICES IN WESTERN NEVADA COUNTY**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of September 27, 2022 by and between the County of Nevada, ("County"), and Contractor("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Nine million four hundred seventy-nine thousand eight hundred two Dollars (\$9,479,802.00).**
3. **Term** This Contract shall commence on, **10/1/2022**. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: **6/30/2027**. Contract may be extended for up to two (2) two-year periods upon approval of the Transit Services Commission and the Board of Supervisors.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties, and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety, and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities, and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical, and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel, and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises, or at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A.** A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C.** Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D.** County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Contract.

28. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers, and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Transit Services Division
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Robin Van Valkenburgh,
Transit Services Manager

Email:
robin.vanvalkenburgh@nevadacountyca.gov
Phone: 530-470-2833

CONTRACTOR:

Name of firm
Paratransit Services
Address 4810 Auto Center Way
City, St, Zip Bremerton, WA 98312
Attn: David Baker

Email: dwb@paratransit.net
Phone: 360-377-7176

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Paratransit Services

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Fleet List

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EXHIBIT A

SCHEDULE OF SERVICES

MANAGEMENT AND OPERATION OF NEVADA COUNTY NOW SPECIALIZED PARATRANSIT SERVICES IN WESTERN NEVADA COUNTY

Services shall be set forth with reasonable particularity and shall correspond with the milestones for payments set forth in **Exhibit “B”**, below.

Section I

1.0 SCOPE OF SERVICES

It is the goal of the County to provide safe, convenient, reliable, and affordable “door-to-door” specialized paratransit demand response and subscription service to our customers and to do so utilizing a well-organized, professional delivery of service that provides high quality customer service in a cost-efficient and sustainable manner. It is understood that the paratransit Contractor will be a collaborative partner in this effort and actively work with the County to develop and implement services that address the ongoing needs of the community in a resourceful, productive, viable and sustainable manner.

The following describes the expectations set forth for the County and the paratransit provider (Contractor).

1. *Americans with Disabilities Act (ADA) mandated paratransit services
 2. *Non-ADA mandated paratransit
 - a. *Advance reservation supplemental zone ADA service (based on resource capacity restraints)
 - b. *65+ Senior On-demand same day dial-a-ride service (based on resource capacity constraints)
 - c. In development: same day on-demand
 - d. In development: zone based on-demand
- * Denotes services which are currently in operation and are required to be provided. Items 2c and 2d have been tentatively agreed upon and will be developed in conjunction with Contractor.

1.0 County Duties and Responsibilities

County shall perform the following duties and accept the following responsibilities with respect to the provision of paratransit services. To the extent reasonable and feasible, the Contractor will assist County in the performance of these tasks.

1.1.1 Service Planning and Administration

County will be responsible for all planning activities for the service, inclusive of determination of days and hours of operation, fare structures, geographic service areas and boundaries; preparation of various planning documents,

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reports, budgets, applicable grant applications and other such activities; and duties relative to overall service administration.

1.1.2 Advertising and Promotion

County will include specialized paratransit services in its ongoing community outreach, promotional activities, and overall efforts to inform the public about our public transit system in Western Nevada County. County will prepare, place, schedule and pay for these activities. Contractor may be asked to assist in the distribution of various informational materials aboard its vehicles and participate from time to time in system- wide promotions and outreach.

1.1.3 Paratransit Service Support

County will support and partner in Contractor's efforts to enhance paratransit service provision in Western Nevada County, including the development of viable supplemental programs and the pursuit of available and applicable grants.

1.1.4 Paratransit Service Eligibility

County will establish eligibility criteria pursuant to the complementary paratransit provisions of the Federal Americans with Disabilities Act (ADA) and will implement the ADA eligibility process through an application qualification process. Paratransit passengers are required to submit a "Request for Certification of ADA Paratransit Eligibility" or "Dial-A-Ride (DAR) Eligibility form" in order to use the specialized paratransit services administered by the County. County is responsible for the development of these applications and both County and Contractor will make these applications available to paratransit passengers and patrons. County will determine ADA paratransit and DAR eligibility and notify individuals of their eligibility or non-eligibility and provide applicable eligibility documents. County is responsible for maintaining a grievance policy for ADA eligibility that has been denied.

County, in conjunction with Contractor, will maintain a current database of all eligible paratransit passengers and will rely on the Contractor to provide County with information on passengers no longer using the service, including those deceased. This database will be made available to Contractor.

1.1.5 Paratransit Service Oversight

To ensure a comprehensive oversight of the operation and management of specialized paratransit services in Western Nevada County, County will be permitted to observe, review and/or inspect any or all of Contractor's facilities, activities or reporting documents, related to its services performed for County, during Contractor's usual and customary business hours for the purpose of evaluating and assessing the nature and extent of Contractor's compliance with all the provisions related to the service.

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1.1.6 Paratransit Revenue Fleet

County currently owns four (4) paratransit fleet vehicles. The County will provide up to nine additional vehicles as production allows in Fiscal Years 2022 and 2023, for a total of up to 13 vehicles. These vehicles are to be used in revenue service and are leased to Contractor on an annual basis. The Contractor is required to retain a minimum of twelve vehicles for revenue service, and an additional four vehicles as contingency fleet to support the implementation of Options 2c: Same Day On-demand and 2d: Zone Based On-demand (minimum fleet size 16 revenue vehicles). See Exhibit D for Fleet List.

Section II

2.0 Contractor Duties, Responsibilities and Expectations

Contractor will perform the duties and accept the responsibilities set forth by the County in connection with its operation of the specialized paratransit services in Western Nevada County. The omission of a duty or responsibility will not relieve 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 an integral element of operating a specialized demand response complementary paratransit service. The Contractor will provide a high quality, customer service-oriented paratransit service and comply with all applicable federal, state, and local laws and regulations including the Federal Americans with Disabilities Act (ADA).

2.1.1 Experience Contractor will have at least ten (10) years recent and proven experience in the provision of specialized demand-response paratransit services to the public and will provide the necessary management, personnel, vehicle capacity, resources, and control to operate the Western Nevada County specialized paratransit services. These services will be inclusive of all tasks required, including but not limited to providing paratransit vehicle operations; hiring, training, scheduling and management of qualified drivers and other operational personnel; scheduling of all demand response and/or subscription paratransit rides; dispatching of all vehicles and personnel; procuring, providing, maintaining and repairing all service vehicles; implementing a comprehensive and ongoing safety program, a "Drug Free Workplace" policy, and a Federal and State compliant drug and alcohol testing program; and maintaining compliance with all provisions of ADA regulations.

2.1.2 Assignment of Services Contractor shall operate a door-to-door demand response and subscription paratransit service in strict accordance with the operating days and hours, geographic service area and boundaries, passenger eligibility, fare structure and other criteria established by the County and shall provide such service in a safe, timely, courteous, and professional manner. County shall instruct Contractor as to service level, service area or fare structure changes that are directed by the Transit Services Commission (TSC). Contractor shall in all respects comply with the Federal Americans with Disabilities Act (ADA).

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Specialized paratransit services, as defined by County, may not be transferred, subcontracted, or assigned by Contractor without prior discussion, consent, and approval of County.

2.1.3 Paratransit Service Area: The current paratransit service area includes the ADA corridor that covers three-quarters of a mile on either side of the Nevada County Connects fixed route service, currently serving the Grass Valley, Nevada City, Rough and Ready, Penn Valley and Lake Wildwood areas as Nevada County Connects routes 1, 2, 3, 4 and 6. Routes 5 and 7 are limited stop commuter services and are exempt from the ADA corridor requirement. In addition to providing service within the ADA corridor, Contractor will provide paratransit services throughout an outlying defined supplemental zone paratransit area as service hours are available. This supplemental zone paratransit service area includes an additional three-quarters of a mile beyond the ADA corridor.

In accordance with service Options 2c and 2d, Contractor and County will design and develop agreed upon service areas for each service. Once specifically defined the County will provide Contractor with appropriate electronic format file for use with Computer Aided Dispatching system. Attachments C and D identify the current fixed route and paratransit service areas respectively.

2.1.4 Level of Service: The current level of service for all “door-to- door” specialized paratransit service in Western Nevada County is a maximum of 18,400 service hours annually. This total includes all mandated ADA paratransit service, all outlying supplemental zone ADA service, and all Senior 65+ On-demand Dial-A-Ride service. Service hours are defined as the hours operated by a contracted paratransit vehicle while in revenue service. A vehicle is in revenue service only when the vehicle is available to the public and there is a reasonable expectation of transporting passengers who either directly pay fares or are fare subsidized through other agreements or arrangements. Contracted service hours are billable hours. Deadhead hours are non- revenue hours and are defined as hours when there is no expectation of transporting passengers (e.g., last ride drop-off location back to base operational facility, driver’s lunches). Deadhead hours are not billable.

2.1.5 Days and Hours of Service: Paratransit service is available at comparable operational times as the fixed route Nevada County Connects, which is currently 7:00 a.m. until 6:30 p.m., Monday through Friday. Saturday hours will be 7:30 a.m. until 5:00 p.m. No service will be provided by Contractor or County on the following holidays: New Year’s Day, Martin Luther King’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

2.1.6 Service Objectives: Contractor will assist and cooperate with the County in meeting the objectives of providing quality paratransit services and will perform in close liaison with the County in matters related to service operations, public outreach, monitoring, reporting, and achieving service

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performance measurements, including the coordination of paratransit services with the Gold Country Stage fixed route system so as to offer passengers the maximum number of mobility options.

2.1.7 Passenger Ride Pick-up Time: Contractor shall strive to maintain on-time performance. The on-time performance standard for patrons using the specialized paratransit services will be when the paratransit vehicle arrives at the pick-up point within an established window of time before and after a scheduled ride pick-up time. No trips will be missed due to unavailability of drivers or vehicles.

2.1.8 Community Outreach: Contractor is expected to have a visible public presence in the Western Nevada County community and participate at community meetings and events related to Western Nevada County public transit services and to work as a collaborative partner with both the County and other community agencies and organizations that serve both the disabled and elderly populations in Western Nevada County.

2.1.9 Operations Management Contractor will provide all necessary personnel, vehicles, equipment, and services required to operate and manage specialized paratransit services in Western Nevada County, unless specifically identified to be contributed by County. The Contractor must be able to demonstrate a familiarity with modern management practices, a record of equitable labor management practices, a consistent and stable management history, and a commitment to equal employment opportunity practices, and provide overall operations management at a level and capacity sufficient to oversee its functions and employees. Contractor will make every effort, through effective personnel management, to provide a consistent and stable labor force.

2.1.10 Federal and State Required Clauses and Requirements

2.1.10.1 Contractor will be subject to compliance with Federally Required Clauses listed as numbers one (1) through twenty-one (21) in Attachment E.

2.1.10.2 Contractor will be subject to the provisions of California Labor Code, Section 1070, a copy of which is included as Attachment F. Contractor will make every effort to retain current paratransit provider's employees. In accordance with these provisions, County will grant ten percent (10%) scoring preference to Offerors who agree to retain, for a period of at least ninety (90) days, employees subject to the cited Labor Code requirement. Contractor shall declare, as part of their proposal, whether or not their firm will retain the employees of the prior contractor.

2.1.10.3 Contractor will be subject to Section 13(c) of the Federal Transit Law, as set forth in 49 U.S.C. Section 5333(b). An overview of this requirement is provided in Attachment G.

2.1.11 Personnel and Staffing

2.1.11.1 Contractor will be solely responsible for maintaining an

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adequate quality labor force to perform the required paratransit services, including employee recruitment, screening, selection, training, hiring, retention, supervision, employee relations, evaluations, refresher training and termination, as well as the payment of all employee wages, benefits, costs and requirements for employee liability, worker's compensation, employment insurances and Social Security. Driver screening and selection criteria will include a Department of Motor Vehicles license check, a ten (10) year Department of Motor Vehicles pull notice, a criminal background check and drug and alcohol screening sufficient to meet all applicable Federal and State requirements for transit/paratransit vehicle operations.

2.1.11.2 Contractor will provide a Drug Free Workplace so that employees perform their jobs safely and efficiently and paratransit services are delivered in a safe, efficient, and effective manner. Contractor is required to develop, implement, and maintain an employee drug/alcohol testing program for all employees and will be in compliance with all Federal and State regulations governing workplace anti-drug and alcohol programs in the transit industry, including initial and ongoing random drug and alcohol testing for all employees.

2.1.11.3 County is held harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of Contractor personnel practices.

2.1.11.4 Contractor is solely responsible for any and all negotiations or bargaining with union representatives or employee groups and will comply with any resulting agreements. All Contractor personnel policies and procedures must conform to the terms and conditions of any agreement signed by Contractor with a collective bargaining unit.

The abovementioned requirements will apply to any subcontractor involved in providing paratransit services for the Contractor.

2.1.12 General Manager

2.1.12.1 Contractor will designate and provide the services of a full-time (forty hours per week) General Manager, subject to consultation with County. General Manager must have a minimum of three (3) years of management and/or supervisory experience that includes at least three (3) years in the public transportation industry. A resume and qualifications of the proposed General Manager will be provided to the Transit Services Manager for review.

2.1.12.2 If, for any reason, the General Manager is unavailable, Contractor will immediately advise County of the absence of the General Manager. In no event will the service be without a designated Manager for a period of time exceeding three (3)

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operations days. In the absence of the General Manager, a responsible senior employee of the Contractor will be available during all operating hours in person or by phone to make decisions and act on the Contractor's behalf regarding the day- to-day paratransit service operations. Contractor will notify County of the identification of this designee.

2.1.12.3 Contractor designation of a change or replacement of the General Manager is subject to written approval by the County Transit Services Manager. The resume and qualifications of the proposed General Manager will be submitted to the Transit Services Manager for approval as soon as possible but in no event later than five

(5) working days prior to the departure of the incumbent General Manager, unless Contractor is not provided with such notice by the departing employee. The Transit Services Manager will respond to Contractor within three (3) working days following receipt of this notice.

2.1.12.4 The General Manager must be primarily dedicated to the operations and management of the paratransit services with direct involvement in all phases of the operation, and shall direct the day-to-day operation of the service to ensure safe, cost-effective and on-time performance of the service, including, but not limited to: ridership, quality of service, productivity, customer information/complaint procedures, customer service, fare collection, fare reconciliation, accounting, financial and operational reporting, vehicle scheduling, maintenance and repair work and performance of all personnel.

The General Manager is expected to be available for regularly scheduled monthly meetings with the Transit Services Manager and to both interact and cooperate in a positive and open manner in all matters related to service operation issues, delivery, quality, productivity, performance, customer service and all issues and concerns related to the service.

The General Manager is expected to prepare and deliver, as required by County and in cooperation with the Transit Services Manager, presentations to the Transit Services Commission (TSC), the Nevada County Transportation Commission (NCTC), the Nevada County Board of Supervisors and other any other applicable public entities.

2.1.12.5 The General Manager will be physically located at the Contractor's base operations facility in Western Nevada County; be available either by phone or in person during all hours of operations in regards to activities and decisions regarding the day-to- day paratransit service operations; and be authorized to act on behalf of Contractor regarding all matters pertaining to the paratransit services scope-of-work.

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2.1.13 Training of Drivers and Operations Personnel

2.1.13.1 Licensing: Paratransit drivers must be licensed with a valid California Commercial Class B or C (dependent upon DMV vehicle specification) operator's license with a passenger endorsement certificate (P), a current and valid medical card and any other licenses or certifications required by applicable federal, state, or local regulations.

2.1.13.2 Driver Training: Contractor will implement and maintain a formal training and retraining program for all drivers consistent with all Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations. The program will be facilitated by a Department of Transportation (DOT)-certified instructor and must provide a fixed minimum number of forty hours of training that includes twenty (20) hours of classroom instruction covering defensive driving, vehicle code, vehicle components, applicable vehicle and commercial driving rules and regulations, accident/incident procedures, radio procedures, pre- and post-trip inspection procedures, customer/passenger relations and sensitivity training, ADA regulations and requirements, persons with disabilities passenger assistance techniques, all operating policies and procedures, fare collection and reporting, and any other pertinent information related to safe and effective paratransit operations. The training program will also include twenty (20) hours of behind-the-wheel training under the supervision of a certified trainer including in-service training in the field. Behind-the-wheel training will address all necessary required driving skills and techniques, including pre- and post-vehicle inspection, familiarity of service areas, timely and safe loading/unloading and securing of wheelchairs, and any other pertinent information related to safe and effective paratransit operations. Drivers will be certified as having completed this training program prior to operating a paratransit vehicle in revenue service unsupervised.

2.1.13.3 Driver Retraining: Contractor will provide ongoing retraining and refresher training for existing drivers that will include various topics, including the areas of defensive and safe driving, emergency crisis management, ADA regulations and requirements, wheelchair loading/unloading and securement, and other relevant topics and pertinent information related to safe and effective paratransit operations. The Contractor may be required by County to hold training that may be pertinent to a specific issue in time.

2.1.13.4 Vehicle Inspection: All Drivers will perform daily pre- and post-trip inspections of vehicles used for service and include a daily cycle of all wheelchair lifts prior to the start of service. Drivers will document and submit all noted vehicle and wheelchair lift problems, malfunctions and/or safety

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issues to the appropriate supervisor immediately.

- 2.1.13.5 Dispatcher/Scheduler Training: Contractor will develop, implement, and maintain a formal training and retraining program for all dispatchers, schedulers and any personnel who are assigned to answer telephones and/or interface with the public. This training will include customer/passenger service and sensitivity training, ADA regulations and requirements, appropriate telephone procedures, accident/incident reporting procedures, radio system procedures, and operations policies and procedures. Dispatchers and Schedulers shall have a detailed knowledge of Contractor's service area, schedules, fares, and all other relevant operational information.

An outline of all the above-mentioned training programs, including updates, will be provided to the Transit Services Division Manager for County files.

- 2.1.13.6 License Monitoring: Contractor will participate in the State of California Department of Motor Vehicles "Driver Pull Program" for appropriate monitoring of employee driver license activity.

- 2.1.13.7 Safety Program: Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel and vehicles are maintained at the highest possible level and will develop, implement, and maintain, in full compliance with California law, a formal safety and accident prevention program. Contractor will provide a copy of said Safety Program and subsequent updates of Program to County.

- 2.1.13.8 Safety Meetings: As an important component of the abovementioned Safety Program, Contractor will provide a bi-monthly safety meeting held with attendance mandatory for all operational personnel. The length of meeting will be a minimum of two (2) hours per meeting. The purpose of this meeting will be to conduct overall retraining and/or refresher training of required topics; conduct service planning activities; update staff on any related changes in policies, procedures, and regulations; and discuss any current operational or safety issues. These meetings will be electronically recorded, with minutes transcribed such that they may be reviewed, if requested, by County and/or the California Highway Patrol.

These meeting and training requirements shall apply to any subcontractor involved in providing paratransit services for the Contractor.

2.1.14 Drivers

- 2.1.14.1 Staffing: Contractor will maintain a sufficient number of

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qualified, trained and appropriately licensed and certificated drivers to adequately perform the required paratransit services and will assign drivers to a schedule that ensures a consistent and overall high quality of service.

- 2.1.14.2 **Driver Uniforms:** While performing their duties, drivers will maintain a clean, neat, and professional appearance and shall be in uniform at all times while in service or otherwise on duty. Uniforms will clearly identify drivers as employees of Contractor and will be provided by Contractor. At a minimum, uniforms will include shirt, jacket (for inclement weather), and an identification badge with driver's photo and full name. Shirts will be worn tucked in and buttoned. Driver pants and/or shorts may be provided by Contractor at their discretion; however, all driver's pants and/or shorts must be solid colored black, navy, or tan khaki/chino type design with a belt. Shorts must be finger-tip length walking shorts and will be loose, not tight or baggy. No blue jeans.

All uniform clothing must be clean, in good repair and reflect a professional appearance. Maintenance and replacement of uniform clothing and identification badges remain Contractor's responsibility. Shoes will be closed toe and heel and socks will be worn. County has the right to approve or disapprove the uniform to be used in service.

- 2.1.14.3 Drivers will have available at all times while in service or otherwise on duty and during operation of any paratransit vehicle, an accurate timepiece.

2.1.15 Dispatchers and Schedulers

- 2.1.15.1 **Staffing:** Contractor will provide qualified and trained dispatchers and schedulers sufficient to adequately schedule and dispatch vehicles, schedule ride reservation requests, provide information and referrals to callers, and provide ongoing communication contact with drivers, including the knowledge and ability to accurately schedule real-time on-demand services.

Contractor will maintain functioning dispatch capability, staffed with at least one dispatcher during all days and hours that a contracted paratransit vehicle is in service.

- 2.1.15.2 **Job Tasks:** Dispatchers will maintain contact with drivers and be responsible for monitoring radio transmissions for service quality, monitoring daily traffic conditions and responding to service interruptions, vehicle problems and driver emergencies. All dispatchers will be fully trained and competent in the use of Contractor's dispatching and scheduling system. All dispatchers will be cross-trained as schedulers.

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Schedulers will schedule ride requests, provide information to callers, and be sensitive to the needs of persons with disabilities and older adults; and must exhibit professionalism, patience and compassion when working with paratransit customers. All schedulers will be cross trained as dispatchers.

2.1.16 Accident, Complaint and Other Reporting

2.1.16.1 Contractor will develop, implement, and maintain formal procedures to address and document accidents, incidents, and complaints. Such occurrences to be addressed include, but are not limited to, vehicle accidents, passenger accidents and/or injuries and passenger incidents, disturbances, and complaints.

2.1.16.2 Accident/Incident Reporting: All traffic accidents involving paratransit vehicles, irrespective of injury, will be reported to applicable law enforcement as appropriate, and Contractor will fully cooperate with law enforcement so as to put into motion the production of an official report that will be promptly provided to County when available.

Contractor will, in the event of an accident or incident of any description and post conduct of time-sensitive tasks (e.g., towing, medevac, and/or clearing) provide within twenty-four (24) hours a written report to County in an incident reporting format. In the event of an injury accident or incident, Contractor will notify County immediately.

2.1.16.3 Contractor is encouraged, but not required, to report all public safety incidents or accidents observed by vehicle operators to Contractor's dispatcher, who may then report to the appropriate responding agency. (e.g., incidents or accidents not involving contractor, such as, fires, criminal acts, mobility hazards).

2.1.16.4 Passenger Complaint Procedure: Contractor will develop and maintain a formal complaint procedure that enables passengers and the public to submit complaints in a timely, straightforward, and user-friendly manner. The procedure will ensure a timely response to the complainant by Contractor, acknowledging receipt of complaint and the actions taken to resolve the complaint. All complaints and subsequent resolutions will be kept on file by Contractor and retained in the same manner as all other required reports and records related to the contracted specialized paratransit services.

The passenger complaint procedure is subject to approval by County and a copy of the Procedure and updates will be provided to County. Contractor will provide County with a record of complaints on a monthly basis, to be submitted with normal reporting.

2.1.16.5 No-Show and Late Cancellation Policy: Contractor will

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develop and maintain a formal passenger No-show and Late Cancellation Policy to support efficient and productive ride scheduling and delivery of service. Said policy will be in compliance with ADA paratransit provisions.

The No-Show and Late Cancellation Policy is subject to approval by County and a copy of the Policy and updates will be provided to County.

2.1.17 Passenger Fare Collection

2.1.17.1 All contracted paratransit service fares are established by County. Contractor must collect fares on contracted paratransit services at levels set by County and will handle cash fare collection, inclusive of daily deposits, in accordance with instructions and procedures provided by County. Contractor is solely responsible for the security of all collected fares.

2.1.17.2 All contracted paratransit fares paid to Contractor by passengers are the property of the County and Contractor will assure that each passenger pays the appropriate fare prior to being provided transportation services. County adheres to the State Transportation Development Act (TDA) requirement to maintain a minimum ten percent (10%) ratio of fare revenues to operating costs, and expects the Contractor to do the same and make every effort to exceed the minimum requirement through efficient vehicle and passenger scheduling.

2.1.17.3 County reserves the right to review and/or audit fare revenue collection and accounting at reasonable times without prior notification to Contractor.

2.1.18 Information System

2.1.18.1 Ride Scheduling: Contractor will utilize a systematic and up-to-date computer aided dispatching and scheduling system designed to improve efficiency and effectiveness in providing demand response and subscription specialized paratransit services. The method should be capable of accommodating both advance ride reservations and on-demand requests for service; passenger ridesharing, ride batching and integrating all demand for service into efficient vehicle and passenger transport that maximizes productivity.

The ride scheduling technology should include in-vehicle mobile data terminals (MDT) or tablets which are capable of providing or capturing the following information: driver manifest, on-demand trip requests, passenger fare, odometer, and arrival/departure times, realtime mapping/navigation and emergency communications. The ride scheduling technology is subject to approval by County.

2.1.18.2 Telephone Lines: Contractor will provide and maintain

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an adequate number of phone lines, at a two-line minimum, such that active and potential passengers may contact Contractor without a toll charge during all regular office hours. Lines may be used by callers to make ride requests and reservations, register concerns and complaints, offer suggestions, report any outstanding issues, and obtain general information about paratransit services.

Callers will not be placed on “hold” for more than one (1) minute without being served by Contractor personnel. If attempted caller use results in consistent busy signals and /or contact delays, Contractor will promptly make available toll-free “rollover” lines, in the number appropriate, for caller use.

Contractor will provide appropriate and workable communication equipment for interactions with persons with hearing disabilities.

All toll-free phone numbers will be disseminated throughout Western Nevada County by Contractor, and will be included in appropriate local “hard copy” and on- line telephone directories with listings that include “Transportation Services For Disabled” and “Senior Citizens Services.”

2.1.18.3 Radio System: Contractor is responsible to provide and maintain an up-to-date two- way radio system that is compliant with all Federal Communications Commission (FCC), federal, state, and local requirements and regulations. The radio system will allow for clear and understandable communication and include a radio base station at the Contractor’s base operational facility, two-way radio units installed and operational in all service vehicles, and two (2) hand held radios for emergency back-up purposes. The system will operate so that drivers and their dispatchers can be immediately contacted whenever and wherever required during operational times.

2.1.18.4 Internet/E-mail: For the purpose of expedient transmission of reports, documents and other communications between Contractor and County, Contractor will provide electronic communications capability using e-mail and transmitting documents in MS Word, MS Excel, PDF, and other commonly used software formats acceptable to County. Such equipment and software must be promptly repaired or replaced in the event of equipment failure so that electronic communications service is re- established within three (3) business days. Additionally, Contractor will have DSL, cable modem, or other high-speed internet capability.

2.1.19 Emergency Disaster/Mobilization Plan

2.1.19.1 Contractor will prepare and submit to County for approval an “Emergency Disaster/Mobilization Plan,” to be

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activated upon the request of County or the County Office of Emergency Services, or local law enforcement. The “Emergency Disaster/Mobilization Plan” will be updated by Contactor as needed and provided to County within two (2) days of update.

2.1.19.2 The Contractor’s accessible vehicles may be required to evacuate individuals who require an accessible vehicle in emergencies such as a fire or other public emergencies. So that Contractor can summon appropriate staff in case of an emergency, a listing of appropriate Contractor personnel and their respective work and after hours contact information will be an element of the “Emergency Disaster/Mobilization Plan.”

2.1.19.3 As part of the “Emergency Disaster/Mobilization Plan,” all Contractor operational staff will be required to participate in an annual joint emergency evacuation exercise at the Transit Services Division facility in conjunction with County. Contractor staff will be involved in the planning of the emergency evacuation exercise.

2.1.20 Paratransit Services Operations Facility

Contractor will locate and maintain a base operations facility within Western Nevada County that will adequately house all required personnel, vehicles, and equipment. It is the policy of the County that all County services, programs, meetings, activities, and facilities be accessible to all persons and in compliance with the provisions of the ADA. Contractor warrants that all of its facilities are accessible per the complementary paratransit provisions of the ADA Law. All vehicles will be parked in a secured area.

2.1.21 Service and Support Vehicles

2.1.21.1 Provision, Maintenance and Repair of Vehicles:
Contractor will provide all revenue vehicles needed for the performance of required specialized paratransit services in accordance with Section 1.1.6, not to exceed a total of 16 vehicles inclusive of those vehicles provided by the County. County will purchase Ford factory maintenance and warranty plans for all Ford V350 Transit vans supplied to contractor (refer to Exhibit D). Contractor is responsible for the daily and ongoing maintenance and repair of all revenue service vehicles in its fleet not covered by the Ford factory maintenance and warranty plans, regardless of who owns them. Contractor is solely responsible for the purchase and maintenance of all non-revenue or staff vehicles required for daily operations.

Such maintenance and repair activity and associated record keeping, will be performed to the standards promulgated by the State of California Highway Patrol (CHP), Biennial Inspection of Terminals (BIT) Program. Contractor is responsible for scheduling the annual BIT Inspection and will be expected to reflect a satisfactory rating. If an un-

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satisfactory rating is received, Contractor will notify County immediately and state what is being done to correct the deficiency in a timely manner. The annual certificate and all findings and requirements as a result of a CHP- BIT official inspection will be submitted to County upon receipt.

Contractor will not defer maintenance or repair of vehicles for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance and repair. Sufficient accessible back-up vehicles will always be available for service use in the event of vehicle breakdown or accident.

Contractor will follow requirements related to paratransit vehicles per the complementary paratransit provisions of the ADA Law.

In the event that County provides Contractor with additional vehicles at a future time, Contractor will acknowledge receipt of such additional vehicles upon their delivery, sign a mutually agreed upon Vehicle Lease Agreement with County, and upon termination of Agreement, return all County-owned vehicles to County with no deferred maintenance, repair or damage, less reasonable wear, and tear.

2.1.21.2 Vehicle Safety: All vehicles required to be utilized will be safe for operations on all streets, roads and highways and meet state and federal requirements, including the California Vehicle Code inclusive of all equipment mounted on or in the vehicle. Wheelchair lifts will be safe and operable at all times per the complementary paratransit provisions of the ADA Law.

2.1.21.3 Vehicle Branding: Contractor is responsible for ensuring that all paratransit service and support vehicle are clearly marked with the Contractor's name, vehicle number, and toll-free telephone number. Branding information will be located on the rear and both sides of vehicles and be easily visible. Any additional federal, state, or local information requirements will be provided on vehicles as applicable.

2.1.21.4 Vehicle Insurance: Contractor is responsible for all appropriate, necessary, and required insurance on all paratransit service and support vehicles used for contracted services, regardless of ownership of vehicles. The County of Nevada will be named as additional insured on all policies.

2.1.21.5 Vehicle Fuel: Contractor is responsible for all fuel required in the operation of contracted paratransit services in full compliance with all applicable state and federal requirements and regulations.

2.1.21.6 Vehicle Maintenance and Repair Records and Reports: Contractor will maintain and make available to County, in

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written form, all records, reports and data relative to vehicle maintenance and include all repair work, preventive maintenance and required servicing performed on each vehicle in the fleet. All such records, reports and data will be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirement, as well as any needs by County to enable the evaluation of Contractor's maintenance and repair performance.

All maintenance and repair records, reports and data will be made available to County, the California Highway Patrol and/or such other regulatory agencies with jurisdiction, when requested. County maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in the performance of the contracted specialized paratransit services. Such inspection does not relieve Contractor of the obligation to continually monitor the condition of all vehicles and identify and correct all substandard or unsafe conditions immediately upon discovery. Contractor will transport any vehicles to a required inspection facility when requested.

2.1.21.7 Vehicle Emissions Control: Contractor will be responsible for compliance with the California Air Resources Board (CARB) requirements and meet all applicable vehicle emission standards, including any additional federal requirements and standards.

2.1.21.8 Vehicle Appearance and Cleanliness: Contractor is responsible for maintaining all vehicles in a clean, neat, and presentable condition at all times.

The interior of all vehicles will be kept free of litter and debris to the maximum practical extent throughout an operating day, and on a daily basis will be swept out with trash removed. Interior panels and upholstery will be cleaned of marks as necessary. Any damage to seat upholstery will be repaired in a timely manner upon discovery.

The interior of all vehicles will be cleaned at least once a week to ensure a clean and inviting appearance. Weekly cleaning will include washing of windows, seats, floor, and grab rails, and removal of all foreign matter from interior surfaces. Interior glass will be cleaned as necessary to maintain a clean appearance and maximize visibility.

Vehicles will be kept free of vermin and insects at all times. Contractor will remove and/or exterminate all vermin and insects in a vehicle upon discovery, utilizing safe and non-hazardous materials. The interior of each vehicle will be free of noxious odors from cleaning products, vermin/insect control products and exhaust fumes emitted from vehicle engine.

The exterior of all vehicles will be washed once a week to ensure a

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clean and inviting appearance. Weekly exterior cleaning will include vehicle body, all windows, and all wheels. Graffiti will be removed immediately upon discovery.

County reserves the right to inspect all Contractor paratransit service and support vehicles for adherence to vehicle appearance and cleanliness requirements at reasonable times without prior notification to Contractor.

2.1.22 Productivity, Integration of Service, System Outreach

2.1.22.1 Service Productivity: Contractor is expected to plan and schedule its passenger ride trips and vehicles in such a manner as to achieve the highest level of vehicle productivity possible, measured by the average number of passengers transported per vehicles service hour. At a minimum, County expects the current 2.30 passenger per service hour number to be maintained for all core ADA service area trips, while expecting Contractor to increase this number through ride scheduling and service delivery that increases and improves service productivity and efficiency. Contractor is expected to “rideshare” and “batch” ride trips as much as possible in all vehicles and to instruct schedulers to implement this action by efficient and productive ride scheduling. For all non-ADA services Contractor should seek to maintain 2.0 passenger trips per service hour, this includes but is not limited to Senior 65+ Dial-A-Ride, Outlying Supplemental Zone, and Zone Dial-A-Ride services.

Paratransit vehicles are not operated in a taxi type manner with passengers having the exclusive use of a vehicle and its driver at any time.

2.1.22.2 Integration of Service: Contractor and County will routinely evaluate, in the process of passenger capability assessment and rider trip scheduling, the integration of both paratransit and fixed route usage by common passengers. Contractor will be expected to provide County an analysis of paratransit trip scheduling, passenger destinations, vehicle capacities and other pertinent data as requested; and to assist in developing potential service integrations that will increase transportation availability, efficiency, and productivity for both paratransit and fixed route services.

Contractor and County will also periodically meet to evaluate performance of the paratransit services in accordance with County paratransit performance standards that are part of the annual “Department of Public Works Transit Services Division Annual Operations Report.” This report is available on the County website, www.nevadacountyconnects.com

2.1.22.3 System Outreach: In addition to its paratransit service

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functions, Contractor will additionally provide support for County's mandatory outreach activities, which include but are not limited to providing information about available fixed route services, fixed route schedules and service maps; referrals to the County website and phone line; and general support of County's ongoing passenger information program.

Contractor, at its own expense, is responsible for maintaining a website that provides all pertinent operational information regarding paratransit services provided in Western Nevada County by Contractor. Information will include hours and days of operation, pertinent contact information, fare structures and service area.

Contractor will also provide on its website a printable copy of the "Request for Certification of ADA Paratransit Eligibility" ADA application. A copy of this application will be provided to Contractor by County. A link to the County Transit Services Division website will also be provided.

2.1.23 Reporting Activities

2.1.23.1 **Monthly Operations Report:** Contractor will submit to County a monthly operations report no later than five days after the close of the previous operation service month. This report will consist of service operational and performance data items that will be integrated into a comprehensive report for the transit governing body, the Transit Services Commission (TSC). The report will include, at a minimum, data on passenger boardings, fare box recovery, service and deadhead hours, service and deadhead miles, ADA versus non-ADA boardings and hours, demand response and subscription boardings, service denials, late cancellations, and other required data. The specific data items to be reported will be determined by County in consultation with Contractor and may change periodically as the requirements of the TSC, federal, state, or other jurisdictional entities require.

2.1.23.2 **Management Information System:** Contractor will provide an adequate and up-to-date management information system to implement and maintain the data collection and accounting and reporting requirements of the scope of work. The management information system must be acceptable to County.

2.1.23.3 **Books of Record:** Contractor will maintain complete records and reports relating to paratransit services performed for County for a period of five (5) years from the completion of services. Records and reports include but are not limited to original entry books, canceled checks, receipts, invoices, maintenance and repair records and data, payroll records, general ledger itemizing all debits and credits, fare box reports, accounting records, financial and performance audits,

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operational reports, driver service reports, annual budgets, policies and procedures, and any other related documents.

2.1.23.4 **Annual Budget:** At the beginning of each fiscal year (July 1) during the duration of Contractor's services performed for County, Contractor will provide County with a copy of its itemized budget for the upcoming fiscal year that addresses revenue and expenses of all funds related to the paratransit services performed for County. Additionally, Contractor will provide to County a reconciled itemized fiscal year end budget report that addresses budget versus actual revenue and expenses of funds related to the paratransit services performed for County. County retains the right to require additional budget information that may be needed to provide revenue and expense clarifications.

2.1.23.5 **Annual Audit:** During the duration of Contractor's services performed for County, Contractor will provide County with a copy of its annual year-end certified independent financial audit for each contract fiscal year.

2.1.23.6 **Data Collection:** Contractor will assist County with data collection, as required by FTA; federal, state, or local entities; applicable federal and state grants; required reports (i.e., audits, Transportation Development Plan, Triennial Performance Audit), State Controller's Report, National Transit Data Base; and/or other data requirements that may occur.

2.1.23.7 **Reviews and Inspections of Documents:** County shall have access to abovementioned records, reports, budgets, audits, and data for the purpose of review, inspection, audit and/or copying at Contractor's premises during usual and customary business hours or at a location designated by County. Contractor will cooperate with County on providing the abovementioned articles and provide information on any questions or requests that may arise from the reviews, inspections, or audits. All documents will be returned to Contractor as presented.

2.1.24 Transition of Service

If applicable, Contractor will be required to provide a transition plan to County that provides a comprehensive transitional process between the current specialized paratransit services provider and the new Contractor in order to enable a smooth "turn- key" process from one contractor to another.

2.1.25 Variability in Contracted Terms

The terms of the contracted paratransit services and/or cost proposal shall not be impacted by a reduction of service hours due to decreased funding or an increase of service hours due to the potential award of additional funding up to twenty percent (20%) either direction of

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contracted funding levels.

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EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below.

A.	Fee Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
		FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
	CPI Calculation		3.0%	3.0%	3.0%	3.0%
	Service Level	18,400	18,400	18,400	18,400	18,400
	Vehicle Revenue Service Hours	Hours ±5%	Hours ±5%	Hours ±5%	Hours ±5%	Hours ±5%
	Price Formula					
	Fixed Hourly Rate	\$ 49.19	\$ 50.65	\$ 52.16	\$ 53.71	\$ 55.32
	Fixed Monthly Rate	\$ 73,407	\$ 75,610	\$ 77,880	\$ 80,216	\$ 82,624
	Calculation for Annual Maximum Obligation					
	Fixed Hourly Rate					
	X Vehicle Revenue Hours	\$ 905,096.00	\$ 931,960.00	\$ 959,744.00	\$ 988,264.00	\$ 1,017,888.00
	Fixed Monthly Rate					
	X 12 Months	\$ 880,889.88	\$ 907,320.00	\$ 934,560.00	\$ 962,592.00	\$ 991,488.00
	TOTAL ANNUAL MAXIMUM OBLIGATION	\$ 1,785,986	\$ 1,839,280	\$ 1,894,304	\$ 1,950,856	\$ 2,009,376

The charges and payments for furnishing the aforesaid services under this Contract shall be based on two separate unit prices; a fixed hourly rate per vehicle revenue hour and a fixed monthly rate. The fixed hourly rate and fixed monthly rate annual increases are to be based on the annual (CPI) California Consumer Price Index, California Department of Industrial Relations, Division of Labor Research, All Urban Consumers, for the most recent available twelve-month period prior to each scheduled increase in an amount of not less than one percent (1%), with a cap of three percent (3%) annually.

The County and Contractor reserve the right to review the fixed hourly rate or fixed monthly rate on an annual basis to discuss possible cost efficiencies and cost savings and/or to consider an opener of the CPI increase if it increases beyond the 3% cap.

The terms of the contracted specialized paratransit services and fixed hourly rate shall not be impacted by a reduction of vehicle service hours due to decreased funding or an increase of vehicle service hours due to the potential award of additional funding up to five percent (5%) either direction.

Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

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Payment Schedule: Contractor shall submit invoices on a monthly basis.

Invoices

Contractor shall submit an invoice, to Transit Services Division, no later than the fifth working day of each month, for services rendered pursuant to this agreement during the previous calendar month. Invoices will document the number of vehicle revenue service hours provided pursuant to this agreement, fares collected during the prior month and the agreed upon fixed monthly rate. All passenger fares collected by Contractor and/or any other funds owed by Contractor to County shall be netted against said invoice of payment by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County
Transit Services Division
Address: 12350 La Barr Meadows Rd.
City, St, Zip Grass Valley, CA 95949
Attn: Elizabeth (Liz) Nielsen
Email:
elizabeth.nielsen@nevadacountyca.gov
Phone: 530-470-2820

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification, it has no employees).**

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue

SUMMARY OF CONTRACT

of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

SUMMARY OF CONTRACT

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Exhibit D

Fleet List

DR Fleet-Contract Service with Paratransit
Services

Vehicle #	Type	Make	Model	Year	Amb	WC	Owner	Maintenance
2	Van	Ford	V-350	2018	5	1	County - PS Leased	Ford Maintenance Plan
3	Van	Ford	V-350	2018	5	1	County - PS Leased	Ford Maintenance Plan
4	Van	Ford	V-350	2018	5	1	County - PS Leased	Ford Maintenance Plan
5	Van	Ford	V-350	2018	5	1	County - PS Leased	Ford Maintenance Plan
6	Bus	Ford	E350	2013	8	2	PS	PS
7	Bus	Ford	E350	2013	8	2	PS	PS
8	Bus	Ford	E350	2013	8	2	PS	PS
9	Bus	Ford	E350	2013	8	2	PS	PS
10	Bus	Ford	E450	2013	10	2	PS	PS
11	Bus	Ford	E450	2013	10	2	PS	PS
12	Bus	Ford	E450	2013	14	2	PS	PS
13	Bus	Ford	E450	2013	14	2	PS	PS

SUMMARY OF CONTRACT

Contractor Name Paratransit Services

Description of Services Management and Operation of Specialized Paratransit Services

SUMMARY OF MATERIAL TERMS

Max Annual Price:	N/A	Max Multi-Year Price:	\$9,479,802.00
		FY 22/23 =	\$1,785,986
		FY 23/24 =	\$1,839,280
		FY 24/25 =	\$1,894,304
		FY 25/26 =	\$1,950,856
		FY 26/27 =	\$2,009,376

Contract Start Date:	10/1/2022	Contract End Date:	6/30/2027
Liquidated Damages:	N/A		

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Purchasing Division

Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Desiree Belding
Email: desiree.belding@nevadacountyca.gov
Phone: 530-265-1557

CONTRACTOR:

Paratransit Services

Address 4810 Auto Center Way
City, St, Zip Bremerton, WA 98312
Attn: David Baker
Email: dwb@paratransit.net
Phone: 360-377-7176

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Individ., Dba, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:**Schedule of Services
- Exhibit B:**Schedule of Charges and Payments
- Exhibit C:**Insurance Requirements
- Exhibit D:**Fleet List