

**NEVADA COUNTY  
DEPARTMENT OF INFORMATION & GENERAL SERVICES  
on behalf of the**

**Department of Public Works – Transit Services Division**



**REQUEST FOR PROPOSALS**

*for*

**MANAGEMENT AND OPERATION OF SPECIALIZED  
PARATRANSIT SERVICES**

**RFP No. 158064**

**Submittal Deadline: June 17, 2022  
not later than 5:00 PM (Pacific)**

**Nevada County RFP No. 158064**

# Management and Operation Of Specialized Paratransit Services

## TABLE OF CONTENTS

| <u>SECTION</u>                          | <u>Page</u>                  |
|---|------------------------------|
| 1.0 INTRODUCTION .....                  | 3                            |
| 2.0 TENTATIVE SCHEDULE .....            | 4                            |
| 3.0 PRE-PROPOSAL CONFERENCE .....       | 4                            |
| 4.0 PREVAILING WAGE REQUIREMENTS .....  | Error! Bookmark not defined. |
| 5.0 BACKGROUND .....                    | 5                            |
| 6.0 SCOPE OF SERVICES .....             | 5                            |
| 7.0 ASSURANCE OF DESIGNATED STAFF ..... | 18                           |
| 8.0 GENERAL TERMS & CONDITIONS.....     | 19                           |
| 9.0 PROPOSAL FORMAT REQUIREMENTS.....   | 19                           |
| 10.0 SUBMITTAL INSTRUCTIONS .....       | 22                           |
| 11.0 EVALUATION CRITERIA.....           | 23                           |
| 12.0 SELECTION PROCEDURE .....          | 23                           |

### ATTACHMENTS

- Required Statements
- Cost Proposal Form
- Draft Contract

## 1.0 INTRODUCTION

Nevada County is inviting proposals from qualified firms to provide for the operation of Americans with Disabilities Act (ADA) and on-demand paratransit public transit services, Nevada County Now, in the Western Nevada County region.

The Western Nevada County region spans the cities of Grass Valley and Nevada City, Alta Sierra, Penn Valley, Lake Wildwood and Lake of the Pines as well as the unincorporated areas of western Nevada County. The service area is traversed by three main highways: State Route (SR) 49 running north-south, SR 20 running east-west, and SR 174 running between Grass Valley and Colfax in Placer County. Western Nevada County is a rural area situated in the foothills of the Sierra Nevada mountains, covering approximately 618 square miles, ranging in elevation from approximately 700 ft above sea level on the western edge to roughly 5,500 ft at Bowman Lake in the north east.

The County of Nevada's ADA and On-demand paratransit service is known as Nevada County Now ([www.nevadacountynow.us](http://www.nevadacountynow.us)). Nevada County Now provides ADA paratransit service within  $\frac{3}{4}$  mile of the local Nevada County Connects fixed route bus services (see map of service area), as well as serving the Penn Valley and Lake Wildwood areas. Additional services provided include: 65+ Senior On-demand dial-a-ride within the  $\frac{3}{4}$  mile ADA zone, and ADA supplemental service which extends up to  $\frac{3}{4}$  mile beyond normal ADA service area boundaries.

Responders to this RFP should be aware that staffing transit in the Western Nevada County region can be challenging. There are two other major organizations in the region that provide transportation services, Durham school services and Placer County. Proposers are expected to apply due diligence and research the region's cost of living, workforce, wages, housing, weather conditions, etc. Do not request this information from the County, Proposer is required to conduct its own research.

For purposes of this Request for Proposals (RFP), the County is soliciting proposals for the operation of two different types of paratransit services in the region:

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. Optional value add: same day on-demand
  - d. Optional value add: zone based on-demand

\*denotes required components of operations and cost proposals.

Proposals must include items 1, 2, 2a and 2b, with separate lines for items 2c and 2d using the Cost Proposal Form.

The selected Contractor will be required to execute a Professional Services Contract and a Lease Agreement for use of County Transit Fleet (draft Contracts are included in Attachment C of this RFP).

The term of this contract is at the sole discretion of the COUNTY and will commence on October 1, 2022 and end on June 30, 2027, for a total of five (5) years, with an additional two (2) one-year contract extension options beyond the five-year term that may be exercised by THE COUNTY at the sole discretion of THE COUNTY.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding  
Nevada County Purchasing Division  
950 Maidu Ave.  
Nevada City, CA 95959  
Phone: (530) 265-1557  
Email: [desiree.belding@co.nevada.ca.us](mailto:desiree.belding@co.nevada.ca.us)

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Purchasing Division.

All addenda for this RFP will be distributed via Nevada County's website:  
<https://www.mynevadacounty.com/734/Purchasing#RFP>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

## 2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

|  |                                 |
|--|---------------------------------|
| Pre-Proposal Conference.....                   | May 26, 2022 at 2:00pm          |
| Deadline for Final Questions.....              | June 10, 2022 by 5:00pm         |
| Proposal Submission Deadline.....              | June 17, 2022 before 5:00pm     |
| Evaluation of Proposals.....                   | June 20 through June 30, 2022   |
| Interviews (optional).....                     | July 13, 2022 (hold entire day) |
| Contract Negotiations.....                     | July 18 through 22 2022         |
| Contract approval by Board of Supervisors..... | September 2022                  |

## 3.0 PRE-PROPOSAL CONFERENCE

A virtual proposer's conference has been scheduled for **May 26, 2022 at 2:00pm** :

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 530-414-9282](#)

Phone Conference ID: 573 978 40#

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In

order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.

#### **4.0 BACKGROUND**

Fixed route and paratransit public transportation in Western Nevada County is provided through a Joint Powers Agreement (JPA) between the County of Nevada and the Cities of Grass Valley and Nevada City. As stated in the JPA, the County of Nevada is responsible for the operation, management and oversight of said public transportation through the Department of Public Works, Transit Services Division (County). The Nevada County Transit Services Manager manages the paratransit contract and is the direct liaison to the paratransit contractor.

The mission of the Transit Services Division of the Department of Public Works is to provide safe, convenient, reliable and affordable fixed route transit services and specialized paratransit services.

Public transportation in Western Nevada County is governed by the Transit Services Commission (TSC) of Western Nevada County as established by the JPA. The TSC is made up of one member of the City of Grass Valley City Council, one member of the Nevada City, City Council, two members of the Nevada County Board of Supervisors, one member of the public chosen by the two City representatives and two members of the public chosen by the Board of Supervisors. The TSC is responsible for the majority of public transit decisions, sets operational levels and policies, and recommends approval of the annual Transit Services Division budget to the Nevada County Board of Supervisors. The Nevada County Board of Supervisors has final approval of the annual Transit Services Division budget and also approves transit related contracts, grants and equipment procurements. The TSC schedules regular meetings on a bi-monthly basis starting in January of each calendar year and may schedule additional meetings as required.

#### **5.0 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).

##### **5.1 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.

###### **5.1.1 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, reports, budgets, applicable grant applications and other such activities; and duties relative to overall service

administration.

### **5.1.2 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.

### **5.1.3 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.

### **5.1.4 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.

### **5.1.5 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.

### **5.1.6 Paratransit Revenue Fleet**

County currently owns four (4) paratransit fleet vehicles. These vehicles are to be used in revenue service, and are leased to Contractor on an annual basis. The Contractor is required to maintain a minimum of twelve vehicles for revenue service.

## **5.2 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).

**5.2.1 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.

**5.2.2 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).

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

**5.2.3 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 paratransit area as service hours are available. This defined paratransit service area includes an additional three-quarters of a mile beyond the ADA corridor. Attachments C and D identify the fixed route and paratransit service areas respectively.

**5.2.4 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.

**5.2.5 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.

**5.2.6 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 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.

**5.2.7 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.

**5.2.8 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.

**5.2.9 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.

**5.2.10 Federal and State Required Clauses and Requirements**

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

**5.2.11 Personnel and Staffing**

- 1) Contractor will be solely responsible for maintaining an 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) 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.

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

#### **5.2.12 General Manager**

- 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) 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) 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. 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.
- 3) 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.

- 4) 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.

#### **5.2.13 Training of Drivers and Operations Personnel**

- 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) Driver Training: Contractor will implement and maintain a formal training and retraining program for all drivers. 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.
- 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.
- 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 issues to the appropriate supervisor immediately.
- 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.

- 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.
- 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.
- 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.

#### **5.2.14 Drivers**

- 1) Staffing: Contractor will maintain a sufficient number of 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) 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.

- 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.

### **5.2.15 Dispatchers and Schedulers**

- 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 referral to callers, and provide ongoing communication contact with drivers.

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) 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.

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.

### **5.2.16 Accident, Complaint and Other Reporting**

- 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) 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, via email, in an incident reporting format. In the event of an injury accident or incident, Contractor will notify County immediately.

- 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).

Contractor shall provide County with a detailed summary of all accidents and incidents on an annual basis.

- 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.

Contractor shall provide County with a detailed summary of all passenger complaints on an annual basis, this summary should include valid and invalid complaints.

- 5) No-Show and Late Cancellation Policy: Contractor will 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.

#### **5.2.17 Passenger Fare Collection**

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

#### **5.2.18 Information System**

- 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) Telephone Lines: Contractor will provide and maintain 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."

- 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.
- 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.

#### **5.2.19 Emergency Disaster/Mobilization Plan**

- 1) Contractor will prepare and submit to County for approval an "Emergency Disaster/Mobilization Plan," to be 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 Contractor as needed and provided to County within two (2) days of update.
- 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."
- 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.

#### **5.2.20 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.

### **5.2.21 Service and Support Vehicles**

- 1) Provision, Maintenance and Repair of Vehicles: Contractor will provide all vehicles (revenue and non-revenue) needed for the performance of all required specialized paratransit services and is responsible for the daily and ongoing maintenance and repair of all service and support vehicles in its fleet, regardless of who owns them.

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-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) 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.
- 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.
- 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.
- 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.
- 6) Vehicle Maintenance and Repair Records and Reports: Contractor will maintain and make available to County, in 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.

- 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.
- 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 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.

#### **5.2.22 Productivity, Integration of Service, System Outreach**

- 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, 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.

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 and “same day” service is encouraged so as to increase service use and productivity.

- 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](http://www.nevadacountyconnects.com)

- 3) System Outreach: In addition to its paratransit service 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.

#### **5.2.23 Reporting Activities**

- 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) Annual Operations Report: Contractor will submit to County an annual operations report which includes all monthly operations report data summarized, current service year compared to prior service year with indication of growth or loss, summary of passenger complaints (valid and invalid) and summary of accidents and incidents. Report is to be submitted by September 30<sup>th</sup> each year (service year is July 1 – June 30).
- 3) 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.
- 4) 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, operational reports, driver service reports, annual budgets, policies and procedures, and any other related documents.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

#### **5.2.24 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.

#### **5.2.25 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 contracted funding levels.

### **6.0 ASSURANCE OF DESIGNATED STAFF**

Proposer shall assure that the designated staff, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

## 7.0 GENERAL TERMS & CONDITIONS

- 7.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Personal Services Contract, a draft of which is included as **Attachment C**.
- 7.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 7.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 7.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 7.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 7.6 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 7.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment C**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 7.8 **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

## 8.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for

rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

8.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

8.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

8.3 **TAB A: Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested management and operation services. Identify the services which would be completed by your firm's staff.

8.4 **TAB B: Experience and References** – Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.

8.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each management and administration team member assigned to this project, including length of service with the firm and résumé. Include an organization chart of proposed project staff and corporate oversight.

- 8.6 **TAB D: Service Delivery Plan** – Provide a detailed discussion of your firm’s approach to the successful delivery of this program. Include thorough discussions of methodologies you believe are essential to accomplishing a successful program. Include a proposed start up plan if necessary to accomplish all of the required services within the desired timeline.
- 8.7 **TAB E: Required Statements** – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.
- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
  - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (PRA). Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer’s statement, but will make its own determination as to what will be released. County will then notify the submitting firm of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
  - C. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 6.0**)
  - D. Include a statement which declares there is no Conflict of Interest (per **Section 7.5**)
  - E. Provide a statement attesting there has been no Collusion (see **Section 7.6**)
  - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 7.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
  - G. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29
- 8.8 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contracts(**Attachment C**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 8.9 **TAB G: Cost Proposal** – Cost Proposals must be included with your written proposal and will be evaluated in accordance to the point allocations show in Section 10.1. The firm submitting the Lowest Cost is granted the max. points. The other firms are scored by comparing their Cost against the Lowest Cost. Formula: Lowest Cost divided by Other Firm's Cost x Max Available Points = # of Points for Other Firm

When preparing your Cost Proposal, use the form provided in **Attachment B** and provide the proposed costs for each category specified.

**All cost proposals shall be signed and dated per Section 8.2 above.**

## 9.0 SUBMITTAL INSTRUCTIONS

9.1 Your submittal package shall include the following:

**Six (6) printed copies (1- original and 5- copies)** of your proposal  
**One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

9.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

9.3 Proposals must be submitted ONLY to the following addresses:

Nevada County Purchasing Division  
Eric Rood Administrative Center, 1<sup>st</sup> floor  
Suite 129  
950 Maidu Avenue  
Nevada City, CA 95959

9.4 Faxed and/or emailed proposals shall not be accepted.

9.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.

9.6 Late submittals shall not be accepted or considered.

9.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

9.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.

9.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

9.10 All costs associated with proposal preparation shall be borne by the offeror.

9.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

## 10.0 EVALUATION CRITERIA

- 10.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified firm(s).

| <b><u>Evaluation Criteria – Written Proposals</u></b>                | <b><u>Maximum Points Possible</u></b> |
|--|---------------------------------------|
| Experience and qualifications of firm<br>(per Sections 8.3 and 8.4)  | 30                                    |
| Experience and qualifications of proposed staff<br>(per Section 8.5) | 30                                    |
| Service Delivery Plan<br>(per Section 8.6)                           | 30                                    |
| Proposed Cost (per Section 8.9)                                      | 10                                    |
| <b>Total Possible Points:</b>  | <b>100</b>                            |

Nevada County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

- 10.2 Interviews – The following evaluation criteria and rating points will be used to determine the most highly qualified firm(s) following interviews (if held).

| <b><u>Evaluation Criteria - Interviews</u></b>  | <b><u>Maximum Points Possible</u></b> |
|---|---------------------------------------|
| Experience and qualifications of firm           | 20                                    |
| Experience and qualifications of proposed staff | 30                                    |
| Service Deliveyr Plan                           | 40                                    |
| Vendor response to the Interview                | 10                                    |
| <b>Total Possible Points:</b>                   | <b>100</b>                            |

## 11.0 SELECTION PROCEDURE

- 11.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 11.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 11.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 11.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

- 11.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 11.6 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.



## **REQUIRED STATEMENTS**

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

---

*By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:*

2) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

---

3) Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

\_\_\_\_\_ None of this submittal is considered proprietary

OR

\_\_\_\_\_ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

---

---

---

I/We acknowledge that the above statements may be subject to legal review and challenge.

4) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

5) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

6) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

7) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

8) DEBARMENT AND SUSPENSION CERTIFICATION  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

---

---

---

Exceptions will not necessarily result in denial of award, but will be considered in determining the firm's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

## **COST PROPOSAL FORM**

INSTRUCTIONS: Using this form, provide a total cost proposal for all service tasks defined below. Additionally include cost depicting CPI increases for all subsequent years of service.

All cost proposals shall be signed and dated per Section 8.2 of this RFP and included with your proposal in TAB G.

|                                 |
|---------------------------------|
| Contractor Name: Name of Firm:□ |
| Authorized Signature:□          |
| Printed Name and Title:□        |
| Date:□                          |

**Costs should reflect paratransit operations for 18,400 annual service hours, for approximately 304 annual operating days. Cost proposal shall indicate annual increases as based on annual CPI rates, and in no instance shall exceed three percent (3%).**

| A. | Cost Proposal                                    | Year 1  | Year2   | Year3   | Year4   | Years 5 | Option Yr 1 | Option Yr 2 | Option Yr 3 | Option Yr 4 |
|----|--|---------|---------|---------|---------|---------|-------------|-------------|-------------|-------------|
|    |  | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | FY27-28     | FY28-29     | FY29-30     | FY30-31     |
|    | <b>CPI Calculation</b>                           |         |         |         |         |         |             |             |             |             |
|    | <b>Annual Revenue Hours</b>                      | 18,400  | 18,400  | 18,400  | 18,400  | 18,400  | 18,400      | 18,400      | 18,400      | 18,400      |
|    | <b>Price Formula</b>                             |         |         |         |         |         |             |             |             |             |
|    | <b>Fixed Hourly Rate</b>                         |         |         |         |         |         |             |             |             |             |
|    | <b>Fixed Monthly Rate</b>                        |         |         |         |         |         |             |             |             |             |
|    | <b>Calculation for Annual Maximum Obligation</b> |         |         |         |         |         |             |             |             |             |
|    | <b>Fixed Hourly Rate x Revenue Hours</b>         |         |         |         |         |         |             |             |             |             |
|    |  |         |         |         |         |         |             |             |             |             |
|    | <b>Fixed Monthly Rate x 12 Months</b>            |         |         |         |         |         |             |             |             |             |
|    | <b>Total Annual Maximum Obligation</b>           |         |         |         |         |         |             |             |             |             |

[illegible]

|                               |  |  |  |  |  |  |  |  |  |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| Vehicle Fuel                  |  |  |  |  |  |  |  |  |  |
| Vehicle Repair Parts/Supplies |  |  |  |  |  |  |  |  |  |
| Tires                         |  |  |  |  |  |  |  |  |  |
| Outside Repairs               |  |  |  |  |  |  |  |  |  |
| Radio System Maint            |  |  |  |  |  |  |  |  |  |
| Vehicle Cleaning              |  |  |  |  |  |  |  |  |  |
| Licenses & Permits (GPPV)     |  |  |  |  |  |  |  |  |  |
| Other Driver Fringes          |  |  |  |  |  |  |  |  |  |
| Margin - Variable Rate        |  |  |  |  |  |  |  |  |  |
| Driver Workers Comp           |  |  |  |  |  |  |  |  |  |
| Total                         |  |  |  |  |  |  |  |  |  |

[illegible][illegible]



**Administering Agency:** Nevada County Transit Services Department

**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 April 15, 2021 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** [Click or tap here to enter text.](#) **Dollars (\$**[Click or tap here to enter text.](#)**).**
3. **Term** This Contract shall commence on, [Click or tap to enter a date.](#) All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: [Click or tap to enter a date.](#)
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.

DRAFT

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, photostating, 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. **Subrecipient** This Contract ☐shall be subject to ☒shall not be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
29. **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.

30. **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@co.nevada.ca.us  
Phone: 530-470-2833

**CONTRACTOR:**

Name of firm  
Click or tap here to enter text.  
Address Click or tap here to enter text.  
City, St, Zip Click or tap here to enter text.  
Attn: Click or tap here to enter text.  
Email: Click or tap here to enter text.  
Phone: Click or tap here to enter text.

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.

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:** [Click or tap here to enter text.](#)

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

**THE FOLLOWING EXHIBITS WILL BE NEGOTIATED, BASED ON THIS RFP AND CONSULTANT'S PROPOSAL**

**Exhibits**

- Scope of Services
- Payment for Services Rendered
- Facilities, Equipment and Other Obligations of County

## 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**

#### **12.0 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).

#### **1.0 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.

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

##### **12.1.2 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.

##### **12.1.3 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.

##### **12.1.4 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.

#### **12.1.5 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.

#### **12.1.6 Paratransit Revenue Fleet**

County currently owns four (4) paratransit fleet vehicles. These vehicles are to be used in revenue service, and are leased to Contractor on an annual basis. The Contractor is required to maintain a minimum of twelve vehicles for revenue service.

## **Section II**

### **13.0 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).

**13.1.1 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.

**13.1.2 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).

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

**13.1.3 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 paratransit area as service hours are available. This defined paratransit service area includes an additional three-quarters of a mile beyond the ADA corridor. Attachments C and D identify the fixed route and paratransit service areas respectively.



- 13.1.4 **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.
- 13.1.5 **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.
- 13.1.6 **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 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.
- 13.1.7 **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.
- 13.1.8 **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.
- 13.1.9 **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.
- 13.1.10 **Federal and State Required Clauses and Requirements**
- 13.1.10.1 Contractor will be subject to compliance with Federally Required Clauses listed as numbers one (1) through twenty-one (21) in Attachment E.
- 13.1.10.2 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.
- 13.1.10.3 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.

### **13.1.11 Personnel and Staffing**

13.1.11.1 Contractor will be solely responsible for maintaining an 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.

13.1.11.2 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.

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

13.1.11.4 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.

### **13.1.12 General Manager**

13.1.12.1 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.

13.1.12.2 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) 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.

13.1.12.3 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.

13.1.12.4 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.

13.1.12.5 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.

### **13.1.13 Training of Drivers and Operations Personnel**

13.1.13.1 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.

13.1.13.2 Driver Training: Contractor will implement and maintain a formal training and retraining program for all drivers. 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.

13.1.13.3 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.

13.1.13.4 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 issues to the appropriate supervisor immediately.

13.1.13.5 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.

13.1.13.6 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.

13.1.13.7 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.

13.1.13.8 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.

#### **13.1.14 Drivers**

13.1.14.1 Staffing: Contractor will maintain a sufficient number of 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.

13.1.14.2 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.

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

#### **13.1.15 Dispatchers and Schedulers**

13.1.15.1 Staffing: Contractor will provide qualified and trained dispatchers and schedulers sufficient to adequately schedule and dispatch vehicles, schedule ride reservation requests, provide information and referral to callers, and provide ongoing communication contact with drivers.

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.

13.1.15.2 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.

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.

### **13.1.16 Accident, Complaint and Other Reporting**

13.1.16.1 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.

13.1.16.2 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.

13.1.16.3 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).

13.1.16.4 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.

13.1.16.5 No-Show and Late Cancellation Policy: Contractor will 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.

### **13.1.17 Passenger Fare Collection**

13.1.17.1 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.

13.1.17.2 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.

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

### **13.1.18 Information System**

13.1.18.1 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.

13.1.18.2 Telephone Lines: Contractor will provide and maintain 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."

13.1.18.3 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.

13.1.18.4 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.

### **13.1.19 Emergency Disaster/Mobilization Plan**

13.1.19.1 Contractor will prepare and submit to County for approval an "Emergency Disaster/Mobilization Plan," to be 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 Contractor as needed and provided to County within two (2) days of update.

13.1.19.2 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."

13.1.19.3 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.

### **13.1.20 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.

### **13.1.21 Service and Support Vehicles**

13.1.21.1 Provision, Maintenance and Repair of Vehicles: Contractor will provide all vehicles (revenue and non-revenue) needed for the performance of all required specialized paratransit services and is responsible for the daily and ongoing maintenance and repair of all service and support vehicles in its fleet, regardless of who owns them.

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-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.

13.1.21.2 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.

13.1.21.3 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.

13.1.21.4 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.

13.1.21.5 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.

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

13.1.21.7 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.

13.1.21.8 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 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.

### **13.1.22 Productivity, Integration of Service, System Outreach**

**13.1.22.1 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, 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.

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 and “same day” service is not required.

**13.1.22.2 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](http://www.nevadacountyconnects.com)

**13.1.22.3 System Outreach:** In addition to its paratransit service 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.

### **13.1.23 Reporting Activities**

13.1.23.1 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.

13.1.23.2 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.

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

13.1.23.4 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.

13.1.23.5 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.

13.1.23.6 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.

13.1.23.7 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.

**13.1.24 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.

**13.1.25 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 contracted funding levels.

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

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

Payment Schedule:

#### Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County

Click or tap here to enter text. Department

Address: Click or tap here to enter text.

City, St, Zip Click or tap here to enter text.

Attn: Click or tap here to enter text.

Email: Click or tap here to enter text.

Phone: Click or tap here to enter text.

#### 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 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.
- (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.

**Contractor Name** Click or tap here to enter text.

**Description of Services** Click or tap here to enter text.

### SUMMARY OF MATERIAL TERMS

**Max Annual Price:**

Click or tap here to enter text.

**Max Multi-Year Price:**

Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.

**Contract Start Date:**

Click or tap to enter a date.

**Contract End Date:**

Click or tap to enter a date.

**Liquidated Damages:**

Click or tap here to enter text.

### INSURANCE POLICIES

### FUNDING:

|  |                                  |
|--|----------------------------------|
| Commercial General Liability (\$2,000,000)     | Click or tap here to enter text. |
| Sexual Abuse or Molestation Liab (\$1,000,000) | Click or tap here to enter text. |
| Automobile Liability (\$1,000,000)             | Click or tap here to enter text. |
| Worker's Compensation (Statutory Limits)       |                                  |
| Professional Errors and Omissions(\$2,000,000) |                                  |
| Type XXXXXXXX                                  |                                  |

### LICENSES AND PREVAILING WAGES

Designate all required licenses: Click or tap here to enter text.

### NOTICE & IDENTIFICATION

#### **COUNTY OF NEVADA:**

Nevada County

Click or tap here to enter text.Department

**Address:** Click or tap here to enter text.

**City, St, Zip** Click or tap here to enter text.

**Attn:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

#### **CONTRACTOR:**

Click or tap here to enter text.

**Address** Click or tap here to enter text.

**City, St, Zip** Click or tap here to enter text.

**Attn:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Contractor is a:** (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐

Non- Profit ☐ Corp ☐ Yes ☐ No

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited

Person: ☐ Indiv., ☐ 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