



See Res 13-278  
14-362  
15-392

16-381

16-491

# **RESOLUTION No. 13-168**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **APPROVAL OF A CONTRACT BETWEEN NEVADA COUNTY AND PARATRANSIT SERVICES FOR THE MANAGEMENT AND OPERATION OF SPECIALIZED PARATRANSIT SERVICES IN WESTERN NEVADA COUNTY**

WHEREAS, the Nevada County Transit Services Division administers transit and paratransit services pursuant to a Joint Powers Agreement (JPA) for public transit services in Western Nevada County including the fixed route bus service, Gold Country Stage, and a specialized paratransit service for persons with disabilities; and

WHEREAS, the Western Nevada County Public Transportation Governance Study noted that the Federal Transit Administration (FTA) recipients must provide the opportunity to compete for contract awards at "appropriate intervals of time" and recommended that the County follow this requirement; and

WHEREAS, the Transit Services Commission and the Board of Supervisors approved the release of the "Management and Operation of Specialized Paratransit Services in Western Nevada County" Request for Proposal; and

WHEREAS, two proposals, El Camino Charters and Paratransit Services, were received, reviewed and scored by a Review and Selection Committee with the recommendation that the County enter into discussion with Paratransit Services with the objective of negotiating a contract to provide the requested services; and

WHEREAS, on March 20, 2013, the Transit Services Commission unanimously moved a motion to accept the Review and Selection Committee's recommendation to move forward with negotiations with Paratransit Services; and

WHEREAS, staff has negotiated a contract with Paratransit Services for \$1,253,212 for Fiscal Year 2013/14, with an annual increase tied to the California Consumer Price Index (CPI), California Department of Industrial Relations, Division of Labor Research, All Urban Consumers, in an amount of not less than one percent with a cap of three percent; and

WHEREAS, the contract term is five years and commences on July 1, 2013, with a termination date of June 30, 2018 and may be extended for two (2) two year periods upon approval of the Transit Services Commission and the Board of Supervisors; and

WHEREAS, there is sufficient budget available in the proposed Fiscal Year 2013/14 Transit Services budget in account 4281-91003-707-1000/521520 to fund the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the attached contract between the County of Nevada and Paratransit Services for the "Management and Operation of Specialized Paratransit Services in Western Nevada County."
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the contract between Nevada County and Paratransit Services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14<sup>th</sup> day of May, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI  
Clerk of the Board of Supervisors

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

*Donna Landi*

*Hank Weston*

Hank Weston, Chair

05/14/2013 cc: AC\* (hold)

06/19/2013 cc: DPW-Transit\*  
AC\*(release)  
Paratransit Services

## **PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

### **Paratransit Services**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

- (§1) **Management and Operation of Specialized Paratransit Services in Western Nevada County**

### **SUMMARY OF MATERIAL TERMS**

- (§2) Maximum Contract Price: **\$6,653,473.** (Exhibit B)  
(§3) **Contract Beginning Date:** 07/01/2013 **Contract Termination Date:** 06/30/2018 (Exhibit C)  
(§4) **Liquidated Damages:** N/A

### **INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000)	<u>X</u>	<u>      </u>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<u>X</u>	<u>      </u>
	(\$1,000,000) Business Rated	<u>X</u>	<u>      </u>
<b>Vehicular Liability</b>	(\$5,000,000) Commercial Policy	<u>X</u>	<u>      </u>
(§8) <b>Worker's Compensation</b>		<u>X</u>	<u>      </u>
(§9) <b>Errors and Omissions</b>	(\$1,000,000)	<u>      </u>	<u>X</u>
<b>Fidelity Bond</b> (Exhibit C)	(\$50,000)	<u>X</u>	<u>      </u>

### **LICENSES**

Designate all required licenses:

- (§14) N/A

### **NOTICE & IDENTIFICATION**

- (§26) **Contractor:**  
Paratransit Services  
4810 Auto Center Way, Ste Z  
Bremerton, WA 98312  
Contact Person: David Baker, CEO  
(360)377-7176 x383  
e-mail: DWB@paratransit.net
- County of Nevada:**  
950 Maidu Avenue  
Nevada City, California 95959  
Contact Person: Susan Healy-Harman  
Transit Services Manager  
(530) 477-0103 x1003  
e-mail: susan.healy-harman@co.nevada.ca.us  
Org Code: 4281-91003-707-1000

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

Corporation:	<u>      </u> Calif.,	<u>      </u> Other,	<u>      </u> LLC,	<u>X</u> Non-profit
Partnership:	<u>      </u> Calif.,	<u>      </u> Other,	<u>      </u> LLP,	<u>      </u> Limited
Person:	<u>      </u> Indiv.,	<u>      </u> DbA,	<u>      </u> Ass'n	<u>      </u> Other

**EDD:** Independent Contractor Worksheet Required:        Yes X No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):        Yes X No



## ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Statement of Work)	<u>X</u>	<u>      </u>
<b>Exhibit B: Schedule of Charges and Payments</b>	<u>X</u>	<u>      </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>X</u>	<u>      </u>
<b>Exhibit D: Paratransit Service Area Map</b>	<u>X</u>	<u>      </u>
<b>Exhibit E: Passenger Issue Resolution Procedures</b>	<u>X</u>	<u>      </u>
<b>Exhibit F: Federal Contract Clauses</b>	<u>X</u>	<u>      </u>
<b>Exhibit G: Operation Report Sample</b>	<u>X</u>	<u>      </u>

## Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

## Services

### 1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

## Payment

### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

## Time for Performance

### 3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above. (**Exhibit C**)

### 4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

### 5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.



## Insurance

### **6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

### **7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

### **8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefore.

### **9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

### **10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.



Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

(See Exhibit C)

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as agents or employees of County.

**13. 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 nor 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 at §§6, 7, 8, 9 and 10, 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 agreement, 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.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this Contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

**Public Contracts**

**15. 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 §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation,



County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**16. Accessibility (County Resolution No. 00190):**

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 be in compliance 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.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a Contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a Contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this Contract by County, a return of grant money, a cause of action for breach of Contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of Contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all Contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof 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**.

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) days written notice** to Contractor.

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.

County, upon giving **sixty (60) 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.

**Miscellaneous**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The 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.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. 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 in the Beginning Date, above.

**CONTRACTOR:**

  
Name: David Baker  
Title: President/ CEO

Dated: 5/24/13

**COUNTY OF NEVADA:**

  
Hank Weston  
Chair, Board of Supervisors

Dated: 6-17-13

**ATTEST:**

By: 

Donna Landi  
Clerk of the Board of Supervisors

**COUNTY COUNSEL**, Approved as to Form

BY: 

Scott McLeran, Deputy County Counsel



## **EXHIBIT "A"**

### **SCHEDULE OF SERVICES (STATEMENT OF WORK)**

#### **MANAGEMENT AND OPERATION OF 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**

##### **Duties and Responsibilities**

##### **COUNTY**

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

##### **(a) Service Planning and Administration**

County shall 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, budgets, applicable grant applications, fares, and other duties and activities relative to performing the administrative tasks necessary to operate the service.

##### **(b) 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.

##### **(c) Paratransit Service Support**

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

##### **(d) 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" in order to use the specialized paratransit services administered by the County. County is responsible for the development of this application and both County and Contractor will make this application available to paratransit passengers and patrons. County will determine ADA paratransit 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 same.



County will possess and 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.

**(e) 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.

**Section II**

**Duties and Responsibilities**

**CONTRACTOR**

Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of the specialized paratransit services in Western Nevada County. The omission of a duty or responsibility herein 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 being an integral element of operating a specialized demand response complementary paratransit service of a kind or character as envisioned herein, or as required by existing or newly enacted state or federal legislation. The Contractor will provide a high quality, customer service-oriented service and comply with all applicable federal, state and local laws and regulations, including the Federal Americans with Disabilities Act (ADA.)

The County may desire services to be performed which are relevant to this Contract but have not been included in Exhibit A. Contractor will receive a written request from County for said services and perform service through mutual agreement with County.

**(a) 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, as directed by the Transit Services Commission of Western Nevada County and shall provide such service in a safe, timely, courteous and professional manner. County shall instruct Contractor as to established criteria, service levels, days and hours of service, service areas, passenger eligibility, fare structures as well as any changes to these service elements, specialized paratransit services, as defined by County, may not be transferred, subcontracted or assigned by Contractor without prior discussion, consent and approval of County.

The service is "door-to-door" and the decision to enter private property for any reason is left solely to the Contractor. If Contractor opts to perform a "door-through-door" service and enters private property as a routine element of their operations, Contractor will provide to County a certificate of insurance which specifically covers this risk category prior to conducting such ingress.

Contractor will locate and maintain a base operation Facility within Western Nevada County that will adequately house all required personnel, vehicles and equipment. All vehicles will be parked in a secured area at said facility.



**(b) Paratransit Service Area**

Contractor will serve a paratransit service area, including the ADA corridor, which covers three-quarters of a mile on either side of the Gold Country Stage fixed route service, as well as defined local areas throughout western Nevada County, Grass Valley, Nevada City, Rough and Ready and Penn Valley. In addition, Contractor will provide paratransit services throughout an outlying defined paratransit area as service hours and resources are available. The paratransit service area is defined and determined by the Transit Services Commission of western Nevada County. Exhibit D identifies the current paratransit service area.

**(c) Level of Service**

The current level of paratransit service hours in Fiscal Year 2013/14, for Monday through Friday service is a maximum of 16,200 service hours annually, with an additional 1,400 service hours annually for a limited fixed route Saturday service. This Saturday service will be funded through a Federal 5316 Job Access Reverse Commute (JARC) grant and will be tracked and billed separately from the Monday through Friday service.

The maximum number of annual paratransit service hours shall be determined by the Transit Services Commission and reflected in the County's adopted annual budget. Contractor will be notified by County, before July 1<sup>st</sup> of each Contract fiscal year of the maximum number of service hours for the fiscal year and of the target number of service hours for each month of said fiscal year.

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., first pick-up/last ride drop-off location to and from the base operational facility and driver's lunches). Deadhead hours are not billable.

Contractor will not exceed the target maximum service hours in any given month by five (5) percent or more without first obtaining written approval from County. Failure to obtain such prior approval may result, at County's choosing, in payment being denied for service hours in excess of five (5) percent over the target monthly maximum service hours. Contractor may vary the number of service hours provided month to month in a given fiscal year without exceeding the annual maximum service hours specified herein for that fiscal year.

Contractor shall provide paratransit services during all of the days and hours that the Gold Country Stage public fixed route transit service operate, consistent with the Americans with Disabilities Act (ADA).

County may alter days and hours of service provision as necessary.

**(d) Service Operation Objectives**

Contractor will cooperate and work in liaison with the County in matters related to service operations, public outreach, and achieving service performance measurements, including the coordination and integration of paratransit services with the Gold Country Stage fixed route system so as to offer passengers the maximum number of mobility options. Contractor is expected to plan and schedule passenger ride trips and vehicles in a manner that achieves the highest level of productivity

Contractor shall strive to maintain on-time performance by arriving at the passenger pick-up point within an established window of time before and after a scheduled ride pick-up time as determined by County. No trips will be missed due to unavailability of drivers or vehicles.

Vehicles will not be operated in a "taxi type" manner, with passengers having the exclusive use of a vehicles and its driver at any time. Contractor will not be required to provide "same day" service.



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.

Contractor shall assume full responsibility for the safety of passengers, personnel and vehicles and implement and maintain a formal safety and accident prevention program, providing a current copy of the safety program to County.

**(e) Service Vehicles**

Contractor shall provide all accessible service vehicles needed for the performance of all required specialized paratransit services required under this Contract. In the event the parties mutually agree that Contractor be provided or leased County owned vehicles, this arrangement shall be set forth in a separate agreed upon and approved Vehicle Lease Agreement between Contractor and County and subject to an amendment to this agreement. Contractor is responsible for all necessary and required insurance on all vehicles used for contracted paratransit services regardless of ownership of vehicles. It is anticipated that the cost to the County for Paratransit services provided by the Contractor under this Agreement could be reduced in the event the Contractor is provided or leased County-owned Vehicles. In such event, the County, upon thirty (30) days written notice, shall have the right to reopen this Agreement and the parties shall agree, to negotiate in good faith, to establish a new reduced contract price.

Contractor is responsible for the daily and ongoing maintenance, repair and servicing of all service vehicles in its fleet, regardless of who owns them. This includes any County owned vehicles provided or leased to Contractor. Vehicle maintenance, repair, service activities 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 and performed by professional, fully licensed in-house or outside certified service, repair and maintenance personnel. Contractor is responsible for scheduling the annual BIT Inspection and submitting the annual certificate and all findings and requirements to County upon receipt. All vehicle maintenance, repair and servicing records and reports will be made available to County, CHP and/or such other regulatory agencies with jurisdiction, when requested. County maintains right to inspect any vehicles used by Contractor in the performance of Contracted paratransit services to insure compliance to requirements herein.

Contractor will be responsible for compliance with applicable California Air Resources Board (CARB) requirements and vehicle emission standards, including any additional federal requirements and standards.

Contractor is responsible for all fuel required in the operation of Contracted paratransit services and in full compliance with all applicable state, federal and local requirements and regulations.

It shall be the responsibility of Contractor to provide, at all times, a sufficient number of accessible vehicles to operate the required volume of service. Sufficient back-up vehicles will always be available for service use in the event of vehicles breakdown or accident.

All Contractor service vehicles, regardless of who owns them, will be safe for all service operations and meet all State and Federal requirements, including the California Vehicle Code, inclusive of all equipment mounted on or in the vehicle. Contractor will follow all requirements related to paratransit vehicles per the complementary paratransit provisions of the American's With Disabilities Act (ADA) including the safe and proper operation of all wheel chair lifts and ramps.

Paratransit service vehicles will be parked and stored in a safe and secured area when parked and not in use.

Contractor is responsible for branding of all service vehicles ensuring that all are clearly marked with Contractor's name, vehicle number, phone numbers and any required federal, state or local information. All applicable information will be located on the rear and both sides of



vehicles.

Contractor will maintain all service vehicles in a clean and presentable condition at all times. This includes exterior and interior vehicle cleaning at least once a week inclusive of windows, panels, floors, grab rails, seats and any other areas as required. On a daily basis vehicle trash will be removed, interior floors swept and spot cleaning performed as needed.

**(f) Program Manager**

Contractor shall designate Michelle Johnson as a full time Program Manager, subject to consultation with County, who shall provide overall management and supervision of this service under the terms of this Contract and will be physically located at the Contractor's base operations facility in Western Nevada County. In no event shall the program be absent a designated manager for a period of time exceeding three (3) operations days. In the temporary absence of the Program Manager, a responsible senior employee of the Contractor will be designated and available during all operating hours and act on the Contractor's behalf. Contractor will notify County of the identification of the designee.

Contractor designation of a change or replacement of the Program Manager is subject to written approval of the County Transit Services Manager.

The Program Manager shall be responsible for the preparation of system operational data and its submission to Transit Services Manager and be qualified to assist in all phases of paratransit operational planning. Program Manager will be available for monthly meetings with the Transit Services Manager and shall also prepare and deliver, in cooperation with the Transit Services Manager, presentations to the Transit Services Commission, the Nevada County Transportation Commission and the Nevada County Board of Supervisors and other applicable public entities in relation to Contracted services.

**(g) Personnel Operations**

Contractor shall be responsible for the employment and supervision of all employees necessary to perform the tasks required in provision of the Contracted paratransit service. Related tasks include, but are not limited to: recruitment, employment screening, hiring, orientation, initial and refresher training, drug screening, evaluations, discipline, and termination.

Contractor shall comply with all local, state, and federal laws and regulations pertaining to equal employment opportunity. Contractor shall specifically not discriminate against any candidate by reason of their gender, national origin, creed, marital status, color, race, ancestry, disability, or any other basis prohibited by law. Contractor is not required to hire unqualified persons.

Contractor will provide a Drug Free Workplace and is required to implement and maintain an employee drug/alcohol testing program for employees that is in compliance with all Federal, State and local regulations governing workplace anti-drug and alcohol programs, including initial drug and alcohol testing for all employees and random drug and alcohol testing for all safety sensitive employees.

Contractor is solely responsible for any and all negotiations or bargaining with union representatives or employee groups, and complying with any resulting agreements.

Contractor agrees to indemnify and hold County harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of Contractor personnel and employment practices.

**(h) Drivers**

Paratransit drivers will be licensed with a valid California Class B commercial operator's license with a passenger endorsement (P), a current and valid medical card and any other licenses or certifications required by applicable federal, state or local regulations. If certified to do so,



Contractor may train individuals for these licenses and certifications and is solely responsible for these activities. Contractor will participate in the State of California, Department of Motor Vehicles "Driver Pull Program" for monitoring of employee driver license activity.

Contractor will provide new drivers a complete orientation and training (both classroom and "behind the wheel") before commencing passenger service unsupervised. Training will be facilitated by a certified transit/paratransit trainer and provide twenty (20) hours of classroom and twenty (20) hours of behind-the-wheel training under the supervision of the certified trainer.

Contractor will provide ongoing retraining and refresher training for all existing drivers, as required, insuring safe and effective paratransit operations. Contractor will provide a mandatory bi-monthly safety meeting for all operational personnel to conduct pertinent training, service planning and to discuss applicable operational and safety issues. These meetings will be electronically recorded with minutes transcribed such that they may be reviewed, if requested, by the County and/or the California Highway Patrol.

While performing Contracted paratransit services, all drivers will maintain a clean, neat and professional appearance and shall be in uniform at all times while in service or otherwise on duty. At a minimum, uniforms will include shirt, jacket and identification badge. Uniforms will clearly identify drivers as employees of Contractor and identification badge will include driver's photo and full name. The provision and maintenance of uniforms and identification badges remain Contractor's responsibility. County has the right to review and approve or disapprove the uniform used in service. Drivers will have available at all times while in service or otherwise on duty, an accurate timepiece.

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

**(i) Dispatchers and Schedulers**

Contractor will provide qualified and cross trained dispatchers and schedulers sufficient to adequately perform all related duties including the dispatch and scheduling of vehicles, ride reservations, customer service, communication with drivers and shall have a detailed knowledge of Contractor's service area, vehicle schedules, fares, and operations policies. Contractor will implement and maintain training and retraining program for all dispatchers and schedulers and insure they are fully competent in the use of Contractor's dispatching and scheduling system.

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

**(j) Accident, Complaint and Other Reporting**

Contractor will implement and maintain a formal procedure to address and document accidents, incidents and complaints.

Contractor shall, in the event of an incident or accident of any description and post conduct of time-sensitive tasks (i.e. medevac, clearing, towing, etc) provide a written report to County in the Incident Reporting format within twenty four (24) hours; in the event of an injury accident involving a Contractor-operated vehicle, reporting will be within one (1) hour.

Contractor shall engage and fully cooperate with the law enforcement services of the jurisdiction wherein the incident or accident occurred, so as to put in motion the production of an official report. Such report shall be promptly provided to County when it becomes available.

Contractor is requested, but shall not be required, to report all uninvolved public safety incidents or accidents observed by paratransit vehicle operators, to Contractor's dispatcher, who may then report same to the appropriate responding agency. (i.e. incidents and/or accidents not involving Contractor, fires, criminal acts, suspicious circumstances, right of way obstructions





and other mobility hazards.)

Contractor will participate in the Passenger Issue Resolution Procedure included in the Contract as Exhibit E.

Contractor will implement and maintain a formal 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 are subject to approval by the Transit Services Commission and County.

**(k) Passenger Fare Collection**

Contracted paratransit service fares are established by the Transit Services Commission and administered by County. Contractor shall collect fares for all contracted services.

All Contracted paratransit fares paid to the Contractor are the property of the County. Contractor is solely responsible for the security of all collected fares. County reserves the right to review and/or audit fare revenue collection and accounting at reasonable times during Contractor's business hours.

The County complies with the State of California Transportation Act (TDA) requirement to maintain an annual minimum ten percent (10%) fare box recovery ratio and Contractor will make reasonable efforts to maintain the same.

**(l) Telephone Information System**

Contractor will provide and maintain an adequate number of phone lines, at a two line minimum such that patrons may contact Contractor without a toll charge, to make ride requests and reservations, register concerns and complaints and obtain general information. Callers will not be placed on "hold" for more than one (1) minute without being served by Contractor personnel. In the event that phone lines prove over time to be insufficient, and their attempted use results in busy signals and/or contact delays, Contractor shall promptly make available additional "rollover" lines, in the number appropriate, toll free, for passenger use.

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

Contractor will insure that all toll free phone numbers are available throughout Western Nevada County and included in appropriate local "hard copy" and online telephone directories with listings that include "Transportation Services for Disabled" and "Senior Citizens Services."

**(m) Ride Scheduling**

Contractor will utilize a systematic and up-to-date electronic method to schedule and transport passengers for demand response and subscription paratransit services. The method will have the capability of accommodating advance and immediate ride reservations, ridesharing, ride batching and maximizing operational productivity and efficiency.

**(n) Radios**

Contractor shall 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. System will include a radio base station with two-way radio units installed and operational in all of its service vehicles and two (2) hand held radios for emergency back-up. The system will operate so that vehicle operators and their dispatchers can be in immediate contact wherever and whenever required during all operating hours.





**(o) Levels of Operation**

It shall be Contractor's sole discretion as to whether a particular operation(s) is safe to conduct. Contractor shall not be required to conduct any operation, which in its judgment presents a threat to the safety of the vehicle or its occupants in any way.

Any decision to cease operations, for any reason, inclusive of weather conditions or other factors, that may affect the ability of Contractor's fleet to safely perform its tasks, shall be left solely to Contractor. The cease of operations will be reported to the County immediately.

**(p) System Outreach**

In addition to its passenger service functions, Contractor shall provide support to County in its mandatory outreach activities, which include but are not limited to providing information about available fixed route and transit services, the provision of schedules and service maps, referral to the County's website and generally support the County's ongoing passenger information program.

Contractor, at its own expense, is responsible for implementing and maintaining a website that provides all pertinent operational information regarding its paratransit services in Western Nevada County and a link to the County [www.goldcountrystage.com](http://www.goldcountrystage.com) website.

**(q) Monthly Operations Report**

Contractor shall submit to County a monthly operations report no later than five days after the close of the previous operational service month. This report shall consist of data items that are to be integrated into a comprehensive report for transit's governing body, the Transit Services Commission (TSC) and include data specified by the TSC and/or County, in consultation with Contractor and any other applicable requirements mandated by federal, state or local statutes. (Exhibit G)

**(r) Books of Record**

Contractor will maintain complete records and reports relating to Contracted paratransit services for a period of five (5) years from the completion of services. Said records and reports shall include but not be limited to all supporting documents, original entry books, canceled checks, invoices, receipts fare box records, driver manifests, operational reports, general ledgers and journals and any other related documents. County reserves the right to review and/or audit books of record at a reasonable and mutually agreed upon time during Contractor's business hours.

**(s) Annual Budget and Independent Audit**

During the duration of the paratransit Contract, at the beginning of each fiscal year (July 1), Contractor will provide County and County Auditor-Controller a copy of its itemized budget for the upcoming fiscal year that addresses revenues and expenses of all funds related to the paratransit services performed by Contractor under this Contract. County retains the right to require additional budget information that may be needed to provide budget clarifications.

During the duration of the paratransit services Contract, within ninety days of the end of the Contractor's Fiscal Year, December 31, a certified copy of the Contractor's year-end audit shall be submitted to the Auditor-Controller's office and the Transit Services Division by Contractor each year of the contract.



**(t) Emergency Disaster/Mobilization Plan**

Contractor will prepare, and submit to County for approval, an Emergency Disaster/Mobilization Plan to be activated upon the request of County or County Office of Emergency Services or local law enforcement. Contractor will update said plan as needed and provide County with updated copy immediately.

The Contractor's accessible vehicles may be required to evacuate individuals who require this type of vehicle in emergencies such as fire or other public emergencies. So that appropriate Contractor personnel can be summoned in case of an emergency, a listing of these individuals, with contact information will be an element of the Plan.

As part of said Plan, Contractor's operational staff will be required to participate in an annual, joint emergency evacuation exercise with County Transit Services Division. Contractor staff will be involved in the planning of the event.

It is the intent of County for County and Contractor to consult regarding the issue of reimbursement of out-of-pocket expense incurred by Contractor in its performance of any Emergency Services Response.

**(u) HIPAA Provisions**

Contractor agrees to comply with the requirements of 42 U.S.C. §1171 et seq. Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments related to Protected Health Information (PHI) in performing a service, task or activity on behalf of County to the extent County would be required to comply with such requirements.

Contractor ensures that subcontractors, agents or employees to whom Contractor provides Protected Health Information received from County or from any other source, agree to the same restrictions and conditions that apply to Contractor with respect to such information.

**(v) Confidentiality:**

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.



**(w) Federal Contract Clauses**

As a recipient of Federal funding to operate transit and paratransit services, the County and Contractor will comply with Federal procurement requirements (FTA Third Party Contract Requirements 4220.1F). A list of the required Federal Contract Clauses applicable to this Contract is included as Exhibit F.

**(x) Transition to a Future Contractor**

Upon notice of termination of the Contract, and for a period of forty-five (45) days following the effective date of termination or expiration of the Contract, Contractor will provide to either County or any future Contractor selected by County, full cooperation in the transition process to the successor Contractor. This level of cooperation will encompass all pertinent issues related to the provision of specialized paratransit services in Western Nevada County with an emphasis on the avoidance of service interruptions or any degradation in quality of services during the transition period.



## EXHIBIT "B"

### SCHEDULE OF CHARGES AND PAYMENTS

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

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in Exhibit "A", above.

#### Maximum Contract Price

The maximum contract price for year one is \$1,253,212. Each year thereafter, the contract price will be subject to a CPI adjustment increase in an amount of not less than 1% with a cap not to exceed 3% per year. The maximum contract price over the five year term of the contract, assuming the maximum annual CPI adjustment of 3% is \$6,653,473.

#### Charges and Payments

The charges and payments for furnishing the aforesaid services under this Contract shall be based on two separate unit prices:

- 1) A fixed hourly rate of \$34.08 per vehicle revenue service hour.

The fixed hourly rate of \$34.08 will be increased commencing July 1, 2014 and each subsequent year hereto based on the annual (CPI) California Consumer Price Index, California Department of Industrial Relations, Division of Labor Research, All Urban Consumers, for the most recent available twelve month period prior to each scheduled increase in an amount of not less than one percent (1%), with a cap of three percent (3%) annually. The County and Contractor reserve the right to review the fixed hourly rate on an annual basis to discuss possible cost efficiencies and cost savings and/or to consider an opener of the CPI increase if it increases beyond the 3% cap.

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

- 2) A fixed monthly rate of \$54,446 per month.

The fixed monthly rate of \$54,446 will be increased commencing July 1, 2014, and each subsequent year hereto based on the annual (CPI) California Consumer Price Index, California Department of Industrial Relations, Division of Labor Research, All Consumers, for the most recent available twelve month period prior to each scheduled increase in an amount of not less than one percent (1%), with a cap of three percent (3%) annually. The County and Contractor reserve the right to review the fixed monthly rate on an annual basis to discuss possible cost efficiencies and cost savings and/or to consider an opener of the CPI increase if it increases beyond the 3% cap.

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



### 3) Invoices

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

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.

## EXHIBIT "C"

### SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

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

##### Personal Services Contract

##### Summary of Material Terms

(§3) Contract Beginning Date: 07/01/2013 Contract Termination Date: 06/30/2018

##### **28. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

In addition, upon Contract termination on June 30, 2018, the Contract may be extended for two (2) two year periods upon approval by the Transit Services Commission and the Nevada County Board of Supervisors and mutual agreement of the County and Contractor, as confirmed in an Amendment to this Agreement.

Contractor and County agree to meet at least six (6) months prior to the expiration date of the Contract to develop a budget and operational plans for any subsequent extension period.

County specifically reserves the right to conduct a competitive procurement process, with the outcome of such process to manage and operate paratransit services in Western Nevada County, following the termination date of the Contract.

##### Insurance Policies

##### **Fidelity Bond (\$50,000)**

Contractor will provide a blanket Fidelity Bond in the amount of fifty thousand (\$50,000) to cover County from direct loss of funds or property through any dishonest or criminal act committed by Contractor or any of its agents, employees, principals or officers during the term of the Contract and shall name County as loss payee. Upon discovery of any loss, disappearance or theft of County funds or property, or any other money or property for which County is responsible, Contractor agrees to file a claim on County's behalf with the bond carrier and to pay the proceeds to the County for the purpose of making County whole.

Fidelity Bond is to be provided to County in advance of the beginning date of the provision of specialized paratransit services required by the Contract and is to be maintained in full force and effect, by Contractor, for the entire term of the Contract. Failure to maintain said bond will be grounds for termination of the Contract.



## **Default and Termination**

### **20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof 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.

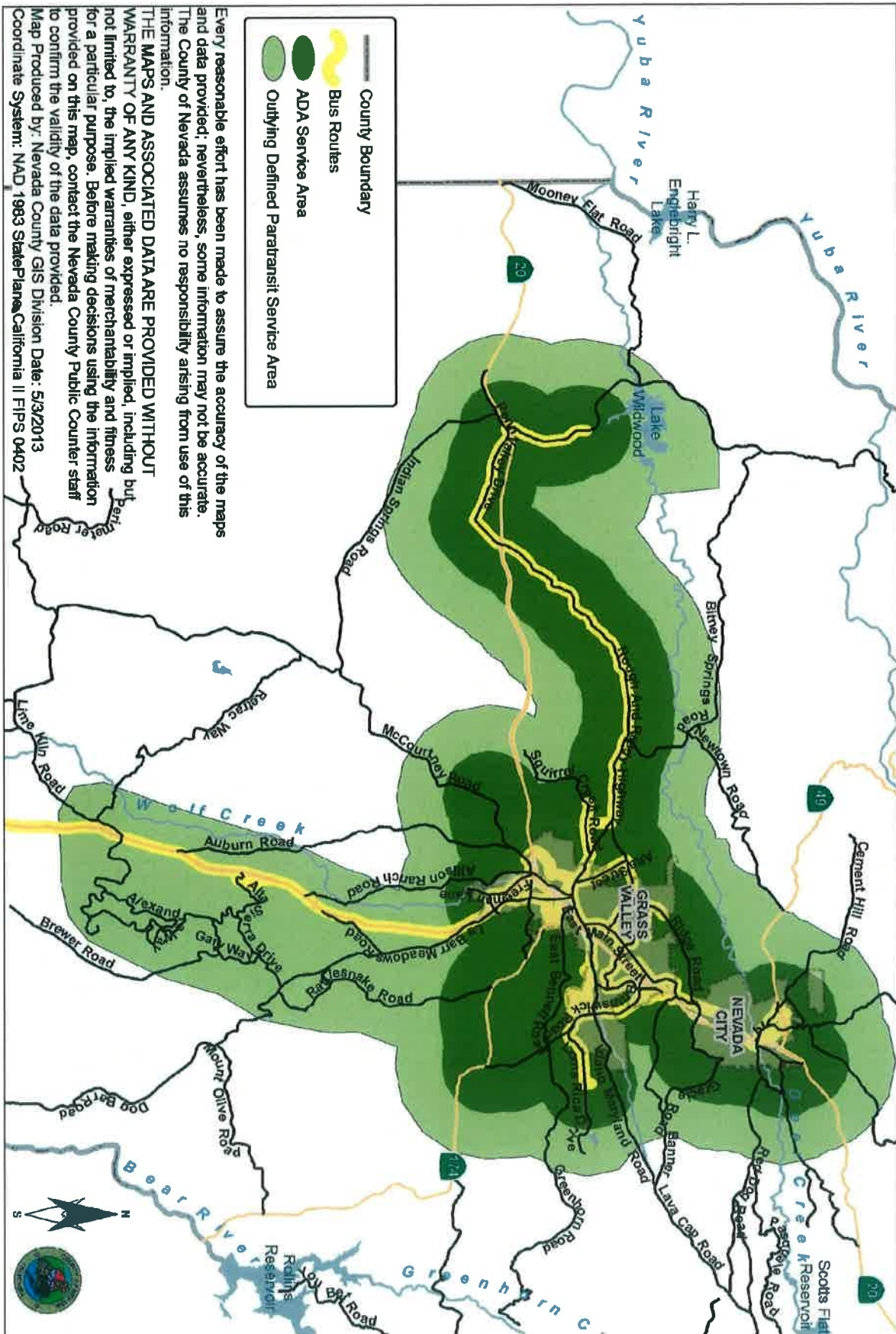
In addition, the Default and Termination Clauses in Section 11 of Exhibit G are incorporated herein by reference as though fully set forth.

A handwritten signature in black ink, appearing to be 'PB' or similar initials, located in the bottom right corner of the page.



# EXHIBIT "D"

## Paratransit Service Area Western Nevada County





## **EXHIBIT "E"**

### **PASSENGER ISSUE RESOLUTION PROCEDURE FOR WESTERN NEVADA COUNTY SPECIALIZED PARATRANSIT SERVICES**

Overall responsibility for the resolution of any paratransit service complaint and/or any complaint related to the provision of services pursuant to the complementary paratransit provisions of the Americans with Disabilities Act Legislation is vested in the Paratransit Services General Manager, in association with the Transit Services Manager of the Nevada County Transit Services Division.

1. Issues which arise out of the Contractor's provision of paratransit services under the terms and conditions stated herein will be performed in the following sequence, where appropriate:
  - A. The first response to a presentation by a passenger of a complaint or issue is the paratransit system dispatcher/scheduler, who is the first contact a passenger has within the paratransit system and who has both immediate supervisory responsibility and continuous radio contact with system drivers.
  - B. The second step is the involvement, defined as review and resolution, by the Paratransit Services General Manager working directly with the affected passenger.
  - C. The third step is the referral of the service issue or complaint directly to the Nevada County Transit Services Manager, again for review and resolution.
  - D. If the Transit Services Manager is unable to resolve the issue, the next step for the passenger is the presentation of the issue to the Transit Services Commission, Western Nevada County, in closed session for review and resolution.
  - E. If the Transit Services Commission is unable to resolve the issue, the fifth and final level of presentation is to the County of Nevada Chief Executive Officer for review and resolution.
2. All complainants will be provided with a copy of this "Passenger Resolution Procedure" which clearly describes their issue complaint rights and the sequence of appeals provided herein.



## EXHIBIT F

### FEDERALLY REQUIRED CONTRACT CLAUSES

These clauses are required by federal regulations and are not subject to negotiation.

#### **1. Charter Bus Requirements, 49 U.S.C. § 5323(d), 49 CFR Part 604**

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

#### **2. School Bus Requirements. 49 U.S.C. § 5323(F). 49 CFR Part 605**

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

#### **3. Energy Conservation Requirements. 42 U.S.C. § 6321 et seq. 49 CFR Part 18**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **4. Clean Water Requirements. 33 U.S.C. § 1251**

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation immediately to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA the appropriate EPA Regional Office, state and local agencies.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **5. Lobbying. 31 U.S.C § 1352. 49 CFR Part 20**

CONTRACTOR shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the COUNTY.

During the term of this Contract the CONTRACTOR agrees to comply with the provisions of 31 U.S.C. § Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress and requires the CONTRACTOR to disclose any lobbying of any official or employee or any federal agency, or member or employee of Congress in connection with federal assistance. The CONTRACTOR agrees to comply with U.S. DOT regulations, 17 "New



Restrictions on Lobbying;' 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000. The successful Proposer must execute the Restriction on Lobbying certification (Attachment G) and said fully completed certification will be included in their Proposal.

**6. Access to Records and Reports. 49 U.S.C. § 5325. 49CFR Part 18.36 (ft. 49 CFR Part 633.17**

The following access to records requirements apply to this Contract:

- A. Where the COUNTY is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 18.36(i), the CONTRACTOR agrees to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their Authorized Representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. Part 633.17 to provide the FTA Administrator or his Authorized Representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311.
- B. Where the COUNTY is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 633.17, CONTRACTOR agrees to provide the COUNTY, the FTA Administrator or his Authorized Representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a) I, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$25,000.
- C. Where the COUNTY enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 19.48, CONTRACTOR agrees to provide the COUNTY, FTA Administrator, the Comptroller General of the United States or any of their duly Authorized Representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any COUNTY which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)I) through other than competitive bidding, the CONTRACTOR shall make available records related to the Contract to the COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly Authorized Representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- G. FTA does not require the inclusion of these requirements in subcontracts.

**7. Federal Changes. 49 CFR Part 18**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the



Contract (The FTA Master Agreement) between the COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

**8. Clean Air. 42 U.S.C. § 7401 et seq. 40 CFR 15.61. 49 CFR Part 18**

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The CONTRACTOR agrees to immediately report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office state and local agencies.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

**9. No Government Obligation to Third Parties**

- A. The COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

**10. Program Fraud and False or Fraudulent Statements and Related Acts. 31 U.S.C. § 3801 et seq., 49 CFR Part 31 18 USX. § 1001, 49 U.S.C. § 5307**

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the federal government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the CONTRACTOR, to the extent the federal government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.



## **11. TERMINATION**

49 U.S.C. Part 18 FTA Circular 4220.1F.

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

**(2) Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by COUNTY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, COUNTY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **12. Government-wide Debarment and Suspension (Nonprocurement 49 CFR Part 29. Executive Order 12549)**

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By signing and submitting its certification of this RFP the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **13. Civil Rights Requirements. 29 U.S.C § 623. 42 U.S.C S 2000. 42 U.S.C. § 6102. 42 U.S.C. § 12112. 42 U.S.C. § 12132. 49 U.S.C. § 5332. 29 CFR Part 1630. 41 CFR Parts 60 et seq.**

The following requirements apply to the underlying Contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.



**B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:**

- I. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
  - II. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
  - III. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- C. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**14. Breaches and Dispute Resolution, 49 CFR Part 18, FTA Circular 4220.1F**

- A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Authorized Representative of the COUNTY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR otherwise furnishes a written appeal to the COUNTY. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the COUNTY shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents



or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

- D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COUNTY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**15. Transit Employee Protective Agreements, 49 U.S.C. § 5310, § 5311, and § 5333. 29 CFR Part 215**

- A. The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:
- I. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections II and III of this clause.
- II. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.



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

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

**16. Disadvantaged Business Enterprise (DBE), 49 CFR Part 26**

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate DBE Contract goal has not been established for this procurement.

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

C. The successful Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The CONTRACTOR shall pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the COUNTY. The CONTRACTOR shall pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the COUNTY with each progress payment. In addition, any reduction of retention by the COUNTY to the Contract shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. CONTRACTOR shall pay subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the CONTRACTOR. No contract between CONTRACTOR and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the CONTRACTOR fails to make payments in accordance with these provisions, the COUNTY may take any one or more of the following actions and CONTRACTOR agrees that the COUNTY may take such actions: (1) to hold the CONTRACTOR in default under this Contract; (2) withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; (3) reject all future bids from the CONTRACTOR for a period not to exceed one (1) year from substantial completion date of this project; or (4) terminate Contract.

E. The CONTRACTOR must promptly notify the COUNTY whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and





perform that work through its own forces or those of an affiliate without prior written consent of the COUNTY.

#### **17. Incorporation of Federal Transit Administration (FTA) Terms. FTA Circular 4220.1F**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA terms and conditions.

#### **18. Drug and Alcohol Testing. 49 U.S.C. § 5331. 49 CFR**

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 28 and to submit the Management Information System (MIS) reports before February 28 to the Regional Transit Manager. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

#### **19. Access Requirements for Persons with Disabilities (ADA)**

CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. CONTRACTOR also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;



- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

## **20. Privacy Act of 1974, 5 U.S.C. § 552a**

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

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

## **21. Recycled Products 42 U.S.C. § 6962**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

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



**EXHIBIT G**  
**PARATRANSIT SERVICE OPERATIONS REPORT (SAMPLE)**

<b>PARATRANSIT CONTRACTOR INFORMATION</b>												
<b>MONTHLY OPERATIONS REPORT FOR TSC</b>												
<b>SYSTEMWIDE DATA</b>												
	<b>JUNE 2013</b>	<b>JUNE 2012</b>	<b>% Change</b>	<b>FY 2012-13</b>	<b>FY 2011-12</b>	<b>% Change</b>						
<b>PASSENGER BOARDINGS</b>	20 service days	21 service days		250 service days	251 service days							
Demand Response	0	0		0	0							
Subscription												
Total Boardings												
Denials												
Refused												
No Shows												
Late Cancellations												
<b>OPERATING DATA</b>												
Vehicle Service Hours (VSH)												
Vehicle Service Miles (VSM)												
Gross Operating Cost	\$0	\$0		\$0	\$0							
Fare Revenue												
Net Operating Cost	\$0	\$0										
<b>PERFORMANCE INDICATORS</b>												
Gross Operating Cost/VSH												
Gross Operating Cost/VSM												
Net Cost/Passenger												
Revenue/Passenger												
Passengers/VSH												
Passengers/VSM												
Farebox Recovery Ratio												
Gross Operating Cost	Hourly Rate x Vehicle Service Hours				Paratransit contractor provides data for							
Net Operating Cost	Gross Operating Cost less Fare Revenue				Demand Response							
Gross Operating Cost/VSH	Hourly Rate charged by Paratransit				Subscriptions							
Gross Operating Cost/VSM	Gross Operating Cost divided by Vehicle Service Miles				Total Boardings							
Net Cost/Passenger	Net Operating Cost divided by Total Boardings				Denials							
Revenue/Passenger	Fare Revenue divided by Total Boardings				Refused							
Passengers/VSH	Total Boardings divided by Vehicle Service Hours				No Shows							
Passengers/VSM	Total Boardings divided by Vehicle Service Miles				Late Cancellations							
Farebox Recovery Ratio	Fare Revenue divided by Gross Operating Cost				Vehicle Service Hours							
					Vehicle Service Miles							