

**REQUEST  
For  
PROPOSAL**

**LASSEN**

**PROJECT TITLE:**

**OPERATION AND MANAGEMENT  
OF THE**

**LASSEN RURAL BUS SYSTEM PUBLIC TRANSIT SERVICE**

**TO BE PREPARED FOR:**

**Lassen Transit Service Agency**

**SUBMIT PROPOSALS TO:**

**Kelly Mumper  
Lassen County Public Works Division of Transportation  
707 Nevada St., Suite 4  
Susanville, CA 96130**



Proposal Released: February 23, 2016

# Lassen Rural Bus Operation and Management Request for Proposal

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## I. NOTICE INVITING PROPOSALS

# Notice of Request for Proposals

PUBLIC NOTICE IS HEREBY GIVEN that the Lassen Transit Service Agency, hereafter the LTSA or Agency, is requesting proposals for management and operational services with all incidental and appurtenant equipment and services necessary to operate the Lassen Rural Bus (LRB) public transit service in accordance with the provisions and specifications which are set forth in the Request for Proposals (RFP) and the Sample Agreement on file in the office of the Lassen County Public Works Division of Transportation, located at 707 Nevada St., Suite 4, Susanville, CA 96130. Sealed bids will be accepted until 4:00 p.m. April 8, 2016, at which time they will be publicly opened.

Copies of the above-mentioned RFP and Sample Agreement may be obtained by interested parties by contacting:

Kelly Mumper, Transportation Planner  
Lassen County Department of Public Works  
(530) 251-8305 Phone  
(530) 251-2675 Fax

or online at [www.lassencounty.org](http://www.lassencounty.org)

## II. INTRODUCTION and BACKGROUND

Lassen County lies in the northeastern section of California, sharing a common boundary to the east with the State of Nevada, and bordered on the north by Modoc County, on the west by Shasta County and on the south by Plumas and Sierra Counties. It is the eighth largest county in the State, containing 4,729 square miles. The County's one incorporated city, Susanville, has an estimated population of 15,509. The unincorporated area has an estimated population of 16,583 for a total county wide population of 32,029 as estimated by the Department of Finance for January 1, 2015.

Major industries in the County include; two (2) state prisons, Sierra Army Depot, one Federal Prison, tourism, agriculture, timber, and other federal, state, and local governmental agencies.

The Lassen Transit Service Agency is the owner/operator of the Lassen Rural Bus (LRB). The LRB currently operates eleven (11) buses and (2) support vehicles, one (1) fixed route, two (2) commuter routes, (2) deviated fixed routes, dial-a-ride service within the Susanville area, and special transportation, including charters. The system is designed primarily to provide service to the elderly, handicapped, low income, and college students, while always being available for the general public. The City of Susanville and the communities to

the east, west and south of Susanville currently benefit from the service.

The Agency also owns a Bus Maintenance Facility located at 701-980 Johnstonville Road, Susanville, dedicated for the purpose of maintaining and operating the fleet. There is a 4116 S.F. office and two maintenance facilities consisting of a 40 foot by 60 foot closed shop, a 30 foot by 60 foot closed shop that is currently set to begin construction in March 2016 and be completed by June 2016, and a 2250 S.F. enclosed automated bus washing facility. Vehicle Replacement Schedule:

Make/Model	Year	Mileage	VIN	Ambulatory Capacity	Wheelchair Spaces	Condition	Original Source of Funding	Estimated Replacement date
Bluebird	2000	543,305	fqbre20019055	41	2	F	Prop 116	2019
Chevy/5500 Aero Elite	2006	276,265	1gbg5v12x412014	30	2	E	LTF	2016
GMC	2007	194,155	1gde5v1907418069	28	2	E	LTF	2017
GMC	2007	204,051	1gde5v19x7f48103	28	2	E	LTF	2019
GMC	2009	174,078	1gde5v1999409038	28	2	E	ARRA	2019
GMC	2009	204,342	1gde5v1959409908	28	2	E	ARRA	2018
GMC/ARBOC	2014	17,364	1gb6g5bg9e1162539	19+Driver	3	E	PROP 1B	2025
GMC/ARBOC	2014	16,940	1gb6g5bg9e1162574	19+Driver	3	E	PROP 1B	2025
GMC/ARBOC	2014	15,711	1gb6g5bg9e1163451	19+Driver	3	E	PROP 1B	2025
Gillig	2010	180,887	15ggd2715a1177581	39	2	E	STIP	2023
Gillig	2012	102,609	15ggd271xc1181800	39	2	E	STIP	2025

### III. PROCUREMENT PROCESS

#### A. TERM OF PROPOSAL

The Contract Agreement to provide the management, operations and maintenance of the LTSA’s LRB public transit service is a three year Agreement (*with optional annual fiscal year renewals*) beginning July 1, 2016 to June 30, 2019. The agreement will be fixed priced that will be established at the outset of the contract. The Agreement may be extended for up to two (2) additional years after conducting a determination of price reasonableness by the LTSA and Contractor.

The RFP method of procurement is consistent with the Federal Transit Administrations Best Practices as it provides full and open competition as all potential “OFFERORS” are encouraged to participate.

## **B. PROPOSAL FORMAT AND REQUIRED INFORMATION**

Proposals shall be typed and should be as brief as possible and should not include promotional material, unless provided as an exhibit to more thoroughly answer the questions posed in the required proposal form.

Proposals shall comply with the specific format and order as indicated in the Request for Proposals. Responses shall be specific, to the point, and complete. Incomplete proposals may result in a rejection of the proposal. Proposals may be used as part of the final contract documentation and thus may be binding on the Contractor.

Proposals must be received at the Lassen County Public Works Division of Transportation no later than 4:00 p.m., on April 8, 2016.

**Emails will not be accepted.** Each Proposing firm must submit **one electronic version (pdf or MS Word) and fifteen (15) sets each of the following in sealed envelope(s) marked on the outside of the envelope "LASSEN RURAL BUS OPERATION AND MANAGEMENT PROPOSAL"** and the name of the Proposing firm, including:

- 1) Completed, signed and dated certification to both the FEDERAL LOBBYING REQUIREMENTS, pages 14 & 15, and DEBARMENT AND SUSPENSION REQUIREMENTS on page 19-20, and
- 2) Completed, signed and dated Service and Budget Cost Proposal (*Section V. B*); and
- 3) Completed, signed and dated PROPOSAL QUESTIONNAIRE (*Section VI*), and
- 4) Contractor shall declare that they will comply with California Labor Code Section 1072 and 1073 as part of the proposal.
- 5) Other proposal information, including proposals on options, if any.

Additionally, proposals must be accompanied by a signed copy of any RFP addenda issued.

Each proposal must be accompanied by a Proposer's bond or a certified check in the amount of \$10,000.00. Any check should be made payable to the "Lassen Transit Service Agency". All such proposals' security documents shall be held by the LTSA until award of proposal. Upon an award, the Proposer's security provided by unsuccessful Proposer's will be returned. The successful Proposer's security will be returned upon execution of a contract between the LTSA and the Proposer.

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

Proposals must be delivered to the attention of:

Kelly Mumper  
Lassen County Public Works Division of Transportation  
707 Nevada St., Suite 4  
Susanville, CA 96130

If mail delivery is used, the Proposer should mail the proposal early enough to provide for arrival by the specified deadline. Proposer uses mail or courier service at Proposer's own risk. The LTSA will not be liable or responsible for any late delivery of proposals. **Proposals or parts of proposals received after the date and time specified will not be considered and will be returned to the Proposer unopened.**

By submitting a proposal, the Proposer certifies that Proposer's name (*as well as the name of proposed subcontractors*) does not appear on the State Controller's General's list of ineligible contractors for federally assisted projects.

The proposals shall be opened at a public opening at which time the bids will become public and available for public inspection.

No proposal submitted by the deadline may be withdrawn or will be returned after the date and time set for opening thereof.

All proposals, addenda, and enclosures submitted by the Proposer's shall become the property of the LTSA and shall become public record.

The LTSA reserves the right to reject or accept any or all proposals or provide for the work to be done by the Agency itself. The selection will be based on the responsiveness and financial responsibility of the bidders.

Notice is hereby provided that there is **NO Disadvantaged Business Enterprise (DBE participation goal in the consideration for award** as LTSA receives less than \$250,000 in Federal Transit Administration (FTA) funds annually.

### C. TENTATIVE SCHEDULE

ACTIVITY/EVENT	DATE
1.) RFP advertised and released	February 23, 2016
2.) <u>Pre-proposal Conference</u> and deadline for submitting questions regarding the RFP	March 11, 2016
3.) LTSA responds to questions submitted at pre-proposal conference or in writing and submits addenda if necessary	March 18, 2016
4.) <b>Proposals Due</b> (Public proposal opening)	April 8, 2016
5.) Evaluation Committee Reviews Proposals	April 14, 2016
6.) LTSA reviews Evaluation Committee's recommendations and <u>awards bid or recommends interviews of top firms</u>	May 9, 2016
7.) Evaluation Committee <u>Interviews</u> top firms if necessary	May 12, 2016
8.) Contractor begins operation of service	July 1, 2016
<b>NOTE:</b> Dates, including start-up date are subject to change at the sole discretion of LTSA.	

### D. PRE-PROPOSAL CONFERENCE, QUESTIONS AND COMMENTS

It is not mandatory to attend the pre-proposal conference. The pre-proposal conference will be held at 1:30 p.m. on March 11, 2016 in the Public Works Conference Room, upstairs Room 221, in the Lassen County Public Works Administration Building, 707 Nevada Street, Susanville, California, for the purpose of receiving questions and comments regarding this RFP and the attached Agreement. Questions may be submitted prior to the conference by sending them in writing to Kelly Mumper, [kmumper@co.lassen.ca.us](mailto:kmumper@co.lassen.ca.us), Transportation Planner, Lassen County Department of Public Works, 707 Nevada Street, Susanville, CA 96130 or sending facsimile to (530) 251-2675. All questions must be submitted in writing by the pre-proposal Conference date. At the pre-proposal conference, LTSA will verbally provide answers to clarify the meaning of sections of the RFP or to clarify procedures. No changes to the RFP will be made verbally. A response to the pre-proposal conference and questions will be sent electronically to all parties (*provided an email address is submitted to staff*), or postmarked by March 18, 2016. No questions regarding the project shall be answered verbally before or verbally and/or in writing after this date. If necessary, addenda will be mailed to Proposer's at the address they supply. These addenda must be signed and returned by Proposer as part of the proposal package. At the conference, any questions which cannot be answered by direct reference to the bidding documents will be answered by formal written addenda.

## **E. PROTESTS**

Any prospective Contractor wishing to protest any aspect of this request for proposals or selection process must do so in writing to Larry Millar, LTSA Executive Director, 707 Nevada Street, Suite 4, Susanville, CA 96130. Any protest must be specific, include proposed relief or the issue(s) raised and must be received by the LTSA by March 11, 2016. All protests will be reviewed by the Executive Director of the LTSA for issuance of an RFP addendum or rejection of the protest. The decision of the Executive Director of the LTSA is final, subject to the confirmation of the LTSA.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at the Agency level, an interested party may protest to the California Department of Mass Transportation (Caltrans) the award of a contract pursuant to a FTA Section 5311 grant.

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of LTSA's protest procedures.
- 3) Failure of LTSA to review a complaint or protest.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify the LTSA as the party responsible for the RFP process.
- 3) Contain a statement of the grounds for protest and any supporting documentation.
- 4) Include a copy of the protest filed with the LTSA, and a copy of the LTSA Decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

State of California  
Department of Transportation  
Division of Rail and Mass Transportation  
PO Box 942874  
Sacramento, CA 94274-0001

## **F. RFP ADDENDA**

Any changes to the Request for Proposals (RFP) requirements will be made by addendum. All addenda shall include an acknowledgment receipt which must be returned by Proposer. The addenda must be signed and attached to the respective Proposal Form. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

All addenda will be mailed to each prospective Contractor on the Contractors' list and provided along with the original RFP when requested by a Contractor not on the existing list. The Contractor shall be responsible for utilizing the bid conference question and comment process and protest

process to resolve any concerns or questions resulting from the RFP and any addenda issued. All addenda shall become part of the contract documents and all Contractors shall be bound by such addenda, whether or not received by the Contractor.

## **G. SELECTION PROCESS**

An evaluation committee will review all proposals and score them based on various criteria.

The proposals will be reviewed and evaluated by the evaluation committee who shall prepare recommendations regarding a determination as to whether each proposal is responsive to the requirements of the RFP and if the bidder meets financial responsibility criteria. The top firms may be selected for an interview. The evaluation committee shall prepare a recommendation to the LTSA as to which firm should be selected to operate and manage the LRB. This determination and recommendation will be presented to the LTSA for their review and action.

The evaluation committee will evaluate proposals based on, but not limited to the following criteria:

1. Cost
2. Proposed Management Strategies
3. Proposed Maintenance Operation
4. Technical Experience (knowledge of Transit Issues, budgeting, ADA requirements, Transportation Development Act, California Air Resource Board (CARB) transit fleet emission requirements, Transit Security Measures, etc.)

All proposals must meet the following minimum qualifications in order to be considered.

### **ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED:**

#### 1. Conflict of Interest

Any proposal which indicates a conflict of interest (*a "yes" answer to Questions # 1 of the PROPOSAL QUESTIONNAIRE -- Section VI*) will be considered non-responsive and will be rejected.

#### 2. Personnel, Experience and Financial Status

In order to be considered a responsive proposer, the proposer must have all of the following:

- (a) The firm or a general partner or principal of the firm, named in the proposal, must have a minimum of five (5) years of extensive recent experience in providing publicly funded elderly and handicapped, Paratransit, and fixed bus route services.
- (b) The firm must have and identify a proposed full time, on-site

General Manager who is a transit operations supervisor that has performed well in previous jobs (*include resumes and references*), and has at least five (5) year's recent experience in managing publicly funded elderly and handicapped services. The General Manager should also have adequate managerial experience, with direct managerial responsibility for all facets of operations, and supervising at least six full time equivalent people.

Do not submit a General Manager for consideration unless he/she is expected to be available for the entire contract period. Any future replacement of this position is subject to the approval of the LTSA.

- (c) The proposal must clearly demonstrate that the Proposer possesses sufficient organizational and personnel resources to accommodate turnover in management and staffing without disrupting LTSA LRB operations. Further, the proposal must demonstrate that there are a sufficient number of qualified personnel to properly operate and maintain the LTSA public transportation service.
- (d) The proposal must clearly indicate that the bidder comply with California Labor Code Sections 1072 and 1073 (see pages 28 & 29).
- (e) The proposal must demonstrate that the Proposer possesses a good operational safety record including satisfactory inspection ratings from the California Highway Patrol or other applicable enforcement agency, and shall provide the most recent CHP Safety Compliance Report/Terminal Record Update for two (2) current operations to the LTSA.
- (f) The firm must propose a comprehensive ongoing training, safety program for all employees associated with the LTSA LRB, with particular emphasis on mechanics and drivers. Proposer shall specify in hours and areas of coverage the training and safety program to be provided. Contractor will maintain an on-site certified driver trainer.
- (g) The firm must propose to utilize an acceptable industry standard management information system which also addresses the requirements of the enclosed contract. This management information system will be computerized and shall provide the Proposer an acceptable industry standard methodology to gather, store, retain, calculate, compute, cross reference and display in textual, tabular and graphic form all operating, performance and financial data associated with this contract.
- (h) The firm must have a satisfactory record of performance, including positive references from other contracting agencies. A list of all public and private agencies for whom the Proposer has provided similar services in the last three years are to be submitted with the proposal.
- (i) The firm must have adequate financial resources or the ability to

obtain such resources as required during performance of the Agreement and must present the LTSA with the latest financial statements, including Income Statement and Balance Sheet.

3. Facility/Equipment

To be considered responsive, the proposer must also demonstrate the ability to properly maintain all facets of the LTSA vehicles subject to this proposal and of vehicles provided by Contractor. To be considered responsive, the Contractor will provide at a minimum:

- (a) Facility Maintenance Cost Estimate
- (b) Preventative Maintenance Schedule for existing fleet.

To be considered responsive, the Proposer must propose a vehicle and equipment preventative maintenance inspection program which meets or exceeds requirements of this RFP, as well as the attached Agreement and Scope of Work.

**H. AWARD**

The LTSA may withdraw this RFP at any time without prior notice. The LTSA makes no representations that any Agreement will be awarded to any Proposer responding to this RFP. The LTSA may reject any and all proposals responding to this RFP without indicating any reason for such rejection(s). Negotiations are not expected to be conducted with Proposers. Hence, Proposers should make their proposal as advantageous to the LTSA as possible since selection may be made without discussion with any Proposer. Upon acceptance of winning bid, Proposer shall enter into an Agreement for Operation of the Lassen Rural Bus Public Transportation Service with the Lassen Transit Service Agency.

**I. VERBAL AGREEMENT OR CONVERSATION**

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

**J. SPECIAL FUNDING CONSIDERATIONS**

Any Contract resulting from this RFP will be financed with funds available under Article 4.0 and 8.0 of the California Transportation Development Act (TDA). The contract for this service is contingent upon the receipt of these funds. In the event that funding from this source is eliminated or decreased, the LTSA reserves the right to terminate or modify the contract. In the event of such termination or modification, the LTSA shall bear no liability whatsoever to Contractor for any loss caused by such termination or modification.

## **K. PRE-CONTRACTUAL EXPENSES**

Pre-contractual expenses are defined as expenses incurred by Proposers and selected Contractor in:

1. Preparing proposal in response to this RFP;
2. Submitting proposal to the LTSA;
3. Negotiations with the LTSA on any matter related to proposal;
4. Other expenses incurred by Contractor or Proposer prior to date of award for any Agreement.

In no event shall the LTSA be liable for any pre-contractual expenses incurred by any Proposer or selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The LTSA shall be held harmless and free from any and all liability, claims, or expenses, whatsoever, incurred by, or on behalf of, any person or organization responding to this RFP.

## **L. EXCEPTIONS & ALTERNATIVES**

Proposers may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFP. However, proposals which exceed the minimum requirements will be welcomed.

If an alternative proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements and qualifications specified in this RFP and all requirements of the contract and addenda. LTSA expressly reserves the right in its sole discretion to consider such alternative proposals and to award a contract based thereon, if determined to be in the LTSA's best interest.

## **M. NON-EXCLUSIVITY OF CONTRACT**

It shall in no way be construed that any contract to be awarded hereby is, or shall be, the sole or exclusive contract for paratransit service into which the LTSA may enter. The Contractor shall have no exclusive contractual rights from the LTSA for transit services.

## **N. NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a proposal, or any other person, firm, or corporation to refrain from presenting a proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and Contract awards found null and void.

## **O. OWNERSHIP OF PROPOSAL MATERIALS**

All proposals and related information submitted by a prospective Contractor to the LTSA will become the property of the LTSA. None of the materials submitted will be returned to the Contractor.

## **P. COMPLIANCE WITH FEDERAL LAWS AND REQUIREMENTS**

By submitting a proposal, Contractor certifies that he or she will comply with all federal laws and requirements including, but not limited to: 49 CFR, Part 655 and Part 40, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"; Title VI of the Civil Rights Act of 1964, as amended, Equal Employment Opportunity, Labor Protection, Age Discrimination in Employment Act of 1967, as amended, Americans with Disabilities Act as amended and regulations applicable to contracts utilizing federal funds.

**Each Contractor must certify as to both the Federal Lobbying Requirements and Debarment and Suspension Requirements as provided herein.**

Federal Transit Administration Best Practices require inclusion of contract clauses per third party contract requirements 4220.1E. Clauses pertaining to this Contract are described as follows and are hereby included with clause numbers as they appear within:

<http://www.fta.dot.gov/library/admin/BPPM/appA1.html>

### **1. CHARTER AND SCHOOL BUS**

Charter Service Operations: 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 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.

School Bus Operations : 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.

### **2. 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 with the Energy Policy and Conservation Act.

**3. CLEAN WATER REQUIREMENTS – 33U.S.C.1251**

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

**4. LOBBYING** – 31 U.S.C.1352; 49CFR Part 19 and Part 20

Lobbying and Certification Requirements, Disclosure of Lobbying Activities, et al, must be made by Contractor. The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (*including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements*) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (*as amended by the Lobbying Disclosure Act of 1995*). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*(Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.)*

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and

disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Printed Name of Contractor's Authorized  
Official

\_\_\_\_\_ Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**5. ACCESS TO RECORDS AND REPORTS** – 49 U.S.C. 5325; 18 CFR 18.36 (I); 49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser 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. 18.36(i), the Contractor agrees to provide the LTSA, 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. 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.
2. **Where any Purchaser 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)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, 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.**
3. 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.
4. 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 LTSA, 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. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

**6. 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 **Master Agreement** between the LTSA and FTA (*available at [www.fta.dot.gov/16000\\_16002\\_ENG\\_HTML.htm](http://www.fta.dot.gov/16000_16002_ENG_HTML.htm)*), 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.

**7. CLEAN AIR** – 42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the LTSA and understands and agrees that the LTSA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**8. RECYCLE PRODUCTS** 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

Recovered Materials - 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.

**9. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- (1) The LTSA 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 LTSA, Contractor, or any other party (*whether or not a party to that contract*) pertaining to any matter resulting from the underlying contract.
- (2) 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. Intelligent Transportation Systems (ITS) Architecture Clause**

**940.1 Purpose**

This regulation provides policies and procedures for implementing section

5206(e) of the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, 112 Stat. 457, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards.

### **940.3 Definitions**

**Intelligent Transportation System (ITS)** means electronics, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system.

**ITS project** means any project that in whole or in part funds the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture.

**Major ITS project** means any ITS project that implements part of a regional ITS initiative that is multi-jurisdictional, multi-modal, or otherwise affects regional integration of ITS systems.

**National ITS Architecture** (also "national architecture") means a common framework for ITS interoperability. The National ITS Architecture comprises the logical architecture and physical architecture which satisfy a defined set of user services. The National Architecture is maintained by the United States Department of Transportation (DOT) and is available on the DOT web site at <http://www.its.dot.gov>.

**Project level ITS architecture** is a framework that identifies the institutional agreement and technical integration necessary to interface a major ITS project with other ITS projects and systems.

**Region** is the geographical area that identifies the boundaries of the regional ITS architecture and is defined by and based on the needs of the participating agencies and other stakeholders. In metropolitan areas, a region should be no less than the boundaries of the metropolitan planning area.

**Regional ITS architecture** means a regional framework for ensuring institutional agreement and technical integration for the implementation of ITS projects or groups of projects.

**Systems engineering** is a structured process for arriving at a final design of a system. The final design is selected from a number of alternatives that would accomplish the same objectives and considers the total life-cycle of the project including not only the technical merits of potential solutions but also the costs and relative value of alternatives.

### **940.5 Policy**

ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture, and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning.

### **940.7 Applicability**

- a. All ITS projects that are funded in whole or in part with the highway trust fund, including those on the National Highway System (NHS) and on non-NHS facilities, are subject to these provisions.
- b. The Secretary may authorize exceptions for:
  1. Projects designed to achieve specific research objectives outlined in the National ITS Program Plan under section 5205 of the Transportation Equity Act for the 21st Century (Pub. L. 105-178, 112 Stat. 457), or the Surface Transportation Research and Development Strategic Plan developed under section 508 of Title 23, United States Code; or
  2. The upgrade or expansion of an ITS system in existence on the date of enactment of the TEA-21, if the Secretary determines that the upgrade or expansion:
    - i. Would not adversely affect the goals or purposes of Subtitle C (Intelligent Transportation Systems Act of 1998) of the TEA-21;
    - ii. Is carried out before the end of the useful life of such system; and
    - iii. Is cost-effective as compared to alternatives that would meet the conformity requirement of this rule.
- c. These provisions do not apply to funds used for operations and maintenance of an ITS system in existence on June 9, 1998.

### **940.9 Regional ITS Architecture**

- a. A regional ITS architecture shall be developed to guide the development of ITS projects and programs and be consistent with ITS strategies and projects contained in applicable transportation plans. The National ITS Architecture shall be used as a resource in the development of the regional ITS architecture. The regional ITS architecture shall be on a scale commensurate with the scope of ITS investment in the region. Provision should be made to include participation from the following agencies, as appropriate, in the development of the regional ITS architecture: highway agencies; public safety agencies (e.g., police, fire, emergency/medical); transit operators; Federal lands agencies; State motor carrier agencies; and other operating agencies necessary to fully address regional ITS integration.
- b. Any region that is currently implementing ITS projects shall have a regional ITS architecture by [Insert date 30 days after publication in the Federal Register plus 48 months].
- c. All other regions not currently implementing ITS projects shall have a regional ITS architecture within four years of the first ITS project for that region advancing to final design.
- d. The regional ITS architecture shall include, at a minimum, the following:

1. A description of the region;
  2. Identification of participating agencies and other stakeholders;
  3. An operational concept that identifies the roles and responsibilities of participating agencies and stakeholders in the operation and implementation of the systems included in the regional ITS architecture;
  4. Any agreements (existing or new) required for operations, including at a minimum those affecting ITS project interoperability, utilization of ITS related standards, and the operation of the projects identified in the regional ITS architecture;
  5. System functional requirements;
  6. Interface requirements and information exchanges with planned and existing systems and subsystems (for example, subsystems and architecture flows as defined in the National ITS Architecture);
  7. Identification of ITS standards supporting regional and national interoperability; and
  8. The sequence of projects required for implementation.
- e. Existing regional ITS architectures that meet all of the requirements of paragraph (d) of this section shall be considered to satisfy the requirements of paragraph (a) of this section.
- f. The agencies and other stakeholders participating in the development of the regional ITS architecture shall develop and implement procedures and responsibilities for maintaining it, as needs evolve within the region.

#### **940.11 Project Implementation**

- a. All ITS projects funded with highway trust funds shall be based on a systems engineering analysis.
- b. The analysis should be on a scale commensurate with the project scope.
- c. The systems engineering analysis shall include, at a minimum:
  1. Identification of portions of the regional ITS architecture being implemented (or if a regional ITS architecture does not exist, the applicable portions of the National ITS Architecture);
  2. Identification of participating agencies roles and responsibilities;
  3. Requirements definitions;
  4. Analysis of alternative system configurations and technology options to meet requirements;
  5. Procurement options;
  6. Identification of applicable ITS standards and testing procedures; and
  7. Procedures and resources necessary for operations and management of the system.

- d. Upon completion of the regional ITS architecture required in §§ 940.9(b) or 940.9(c), the final design of all ITS projects funded with highway trust funds shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture. If the final design of the ITS project is inconsistent with the regional ITS architecture, then the regional ITS architecture shall be updated as provided in the process defined in § 940.9(f) to reflect the changes.
- e. Prior to the completion of the regional ITS architecture, any major ITS project funded with highway trust funds that advances to final design shall have a project level ITS architecture that is coordinated with the development of the regional ITS architecture. The final design of the major ITS project shall accommodate the interface requirements and information exchanges as specified in this project level ITS architecture. If the project final design is inconsistent with the project level ITS architecture, then the project level ITS architecture shall be updated to reflect the changes. The project level ITS architecture is based on the results of the systems engineering analysis, and includes the following:
  - 1. A description of the scope of the ITS project;
  - 2. An operational concept that identifies the roles and responsibilities of participating agencies and stakeholders in the operation and implementation of the ITS project;
  - 3. Functional requirements of the ITS project;
  - 4. Interface requirements and information exchanges between the ITS project and other planned and existing systems and subsystems; and
  - 5. Identification of applicable ITS standards.
- f. All ITS projects funded with highway trust funds shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by the DOT.
- g. Any ITS project that has advanced to final design by [Insert the effective date of this rule] is exempt from the requirements of paragraphs (d) through (f) of this section.

#### **940.13 Project Administration**

- a. Prior to authorization of highway trust funds for construction or implementation of ITS projects, compliance with § 940.11 shall be demonstrated.
- b. Compliance with this part will be monitored under Federal-aid oversight procedures as provided under 23 U.S.C. 106 and 133.

**11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** – 31 U.S.C. 3801 et seq; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307

- (1) 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 C.F.R. Part 31, apply to its actions pertaining to this Project. 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.
- (2) 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)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) 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.

**12. TERMINATION** – 49 U.S.C. Part 18; FTA Circular 4220.1E

- a. Termination for Convenience (General Provision) The LTSA may terminate this Contract, in whole or in part, at any time by 120 days written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the LTSA to be paid the Contractor. If the Contractor has any property in its possession belonging to the LTSA, the Contractor will account for the same, and dispose of it in the manner that the LTSA directs.
- b. 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, the LTSA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the Contractor is in default. The CONTRACTOR will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the LTSA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the LTSA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The LTSA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to LTSA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the LTSA setting forth the nature of said breach or default, LTSA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the LTSA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that the LTSA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the LTSA shall not limit LTSA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**13. GOVERNMENT – WIDE DEBARMENT AND SUSPENSION (*Non-procurement*)** – 49 CFR part 29; Executive Order 12549

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Printed Name of Contractor's Authorized  
Official

\_\_\_\_\_ Title of Contractor's Authorized Official

\_\_\_\_\_ Date

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**14. PRIVACY ACT** – 5 U.S.C. 552

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

**15. CIVIL RIGHTS REQUIREMENTS** – 29 U.S.C. 623; 42 U.S.C. 2000, 6102, 12112, 12132; 49 U.S.C. 5332; 29 CFR part 1630, 41 CFR Parts 60 et seq.

- (1) 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 Federal transit law 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.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Religion, 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 C.F.R. Parts 60 et seq ., (*which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 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.

(b) 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.

(c) 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) 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.

**16. BREACHES AND DISPUTE RESOLUTION** – 49 CFR Part 18; FTA Circular 4220.1E

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 Executive Director of the LTSA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the LTSA. 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 Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the LTSA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the LTSA 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 Lassen County, California.

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 LTSA 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

## **17. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS**

- (1) The Contractor agrees to comply with the applicable transit employee protective requirements as follows:
  - (a) 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 non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
  - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non Urbanized 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 Non Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- (2) 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.

**California Labor Code 1072.**

Successful bidder agrees to comply with the California Labor Code Section 1072 is listed below.

- (a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.
- (b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).
- (c)
  - (1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor. The duties imposed by this subdivision shall be contained in all service contracts.
  - (2) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.
  - (3) The successor contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer

shall state the time within which the employee must accept that offer, but in no case less than 10 days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

- (4) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, he or she shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.

**California Labor Code 1073.**

Successful bidder agrees to comply with the California Labor Code Section 1072 is listed below.

- (a) An employee who was not offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor contractor or subcontractor in any superior court having jurisdiction over the successor contractor or subcontractor. Upon finding a violation of this chapter, the court shall order reinstatement to employment with the successor contractor or subcontractor and award back pay, including the value of benefits, for each day of violation. A violation of this chapter continues for each day that the successor contractor or subcontractor fails to employ the employee, within the period agreed to pursuant to Section 1072.
- (b) The court may preliminarily or permanently enjoin the continued violation of this chapter.
- (c) If the employee prevails in an action brought under this chapter, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

**18. DISADVANTAGED BUSINESS ENTERPRISE – 49CFR part 26**

The Contractor, subrecipient or subcontractor 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 DOT- assisted contracts. 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 the LTSA deems appropriate.

**19. INCORPORATION OF FTA TERMS – FTA Circular 4220.1E**

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 4220.1E** (*located at [www.fta.dot.gov/legal/guidance/circulars/4200/386\\_14790\\_ENG\\_HTM.L.htm](http://www.fta.dot.gov/legal/guidance/circulars/4200/386_14790_ENG_HTM.L.htm)*) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LTSA requests which would cause the LTSA to be in violation of the FTA terms and conditions.

**20. DRUG AND ALCOHOL TESTING** - 49 U.S.C. 5331; 49 CFR Part 655.

Introduction FTA's drug and alcohol rules, 49 CFR 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (*usually subrecipients and/or contractors*) implement a complex drug and alcohol testing program that complies with Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them. How a recipient does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the Contractor, and the financial resources available to the recipient to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

**EXPLANATION OF MODEL CONTRACT CLAUSES**

*Under Option 1*, the recipient ensures the Contractor's compliance with the rules by requiring the Contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the Contractor's safety-sensitive employees to that program.

*Under Option 2*, the recipient relies on the Contractor to implement a drug and alcohol testing program that complies with 49 CFR 655, but retains the ability to monitor the Contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this

approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the Contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the Contractor's program, the recipient may find itself out of compliance with the rules.

*Under option 3*, the recipient specifies some or all of the specific features of a Contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the Contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

The LTSA has selected Option 2, as set forth below:

## **DRUG AND ALCOHOL TESTING OPTION 2**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and Part 40, produce any documentation necessary to establish its compliance with Part 655 and Part 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the LTSA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and Part 40 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and Part 40 before January 5th and to submit the Management Information System (MIS) reports annually before February 15<sup>th</sup>, electronically via FTA website at <http://www.transit-safety.volpe.dot.gov/Safety/DAMIS.asp> and by paper copies both to the:

- a) California Department of Transportation  
Division of Mass Transportation, MS 39  
P.O. Box 942874  
Sacramento, CA 94274-0001, and to the
  
- b) Lassen Transit Service Agency  
707 Nevada Street, Suite 4  
Susanville, CA 96130

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.

## **DRUG AND ALCOHOL PENALTIES**

As stated above the Contractor is responsible to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and Part 40. If for any reason the Contractor's drug and alcohol testing program is determined to be non compliant with 49 CFR Part 655 or Part 40 and penalties are assessed by the FTA, any and all penalties shall be borne by the Contractor

## **IV. SCOPE OF WORK**

The LTSA is seeking a qualified Contractor to: 1). provide the LTSA with the operation of a fixed City Route (*City of Susanville*), Commuter Bus Routes, Demand Response Route, Dial-a-Ride, and Special transit services when requested as set forth in Exhibit A attached hereto and by reference incorporated herein and made a part hereof, and; 2.) provide the LTSA the operation of door-to-door Paratransit service as set forth in Exhibit A attached hereto and by reference incorporated herein and made a part hereof.

The maximum escort service under Exhibit A, includes providing assistance to a passenger from the bus to the actual on-site (*curb*) location of their destination. In no case will the service include a driver entering a passenger's residence.

The Contractor is expected to provide all materials, services, supplies, and equipment requested and required to provide the demand responsive services described and requested herein.

The work activities described below are to be performed by the Contractor unless specifically noted to the contrary.

### **A. LTSA RESPONSIBILITIES**

#### **1. System Planning and Administration**

The LTSA shall be responsible for all planning and coordination activities relative to its services, service areas, schedules, days and hours of operation, preparation of planning documents, budgets, grant applications and related documentation and other such activities to overall system administration.

#### **2. System Operation**

The LTSA will provide the following services in support of the system operation:

- Facility (*office, maintenance, dispatch*)
- Major facility repair work
- Fuel (Except for supervisor vehicle GMC Jimmy)
- Utilities
- Engine, Transmission, Differential Overhaul/Replacement

#### **3. Advertising, Promotion and Marketing**

The LTSA shall be responsible for the promoting and marketing of the LRB.

#### **4. Vehicles**

The LTSA shall provide the list of vehicles as shown in the table

provided in the introduction of this RFP.

5. Schedules, Tickets and Service Brochures

The LTSA will budget funds, subject to availability, for the purpose of marketing and promoting the LRB. This funding will be used to prepare, print, and provide all necessary schedules, passes, tickets, transfers, service brochures and like materials required by LRB operations.

6. Notification of Service Changes

Should the LTSA elect to modify the operational practices of the LRB, LTSA shall, subject to any applicable competitive bidding requirements, confer with Contractor as to the most appropriate level and description of services and shall adopt an appropriately altered Scope of Work document.

**B. CONTRACTOR'S RESPONSIBILITIES**

1. System Planning and Administration

Contractor will be available to serve in an advisory capacity to the LTSA in matters pertaining to system operation, preparation of planning documents, budgets, and grant applications. Contractor will provide LTSA with all statistical and operational data at any time, upon LTSA request. Upon request of the LTSA, Contractor will utilize its resources to provide the LTSA with planning information and prepare reports/policies & procedures for dissemination/adoption at LTSA meetings.

2. System Operation

The Contractor will provide the following services in support of the system operation:

- Facility Upkeep (Janitorial)
- All maintenance, upkeep and cleaning of system bus shelters, benches, trash receptacles, map boards, and all other transit system amenities, etc.
- All maintenance, upkeep, and proper placement of LTSA supplied bus stop signs, posts, etc.
- Minor facility/office repair work including monthly replacement of HVAC system filters.
- All vehicle repair work set forth in Section IV, E
- All Maintenance, Management, Drivers, and Support Staff to effectively operate the LRB.
- All maintenance of the Automated Bus Wash Facility as prescribed by manufacturer and the LTSA. LTSA shall pay cost

for all replacement parts

- All other activities not specifically listed as LTSA responsibilities in Section A that are necessary to effectively operate the LRB.
3. Contractor shall maintain a daily 90 percent “ON-Time Performance Standard” on all fixed and commuter routes except when travel is impeded by traffic or weather conditions. “On-time” is defined as not early and not more than five minutes late. All “First Stop” times will be listed as time of departure from the first stop scheduled for the route. All “Last Stop” times will be listed as arrival time at the last stop scheduled for the route.
  4. Contractor shall maintain a minimum of 100,000 miles traveled between preventable collision accidents.
  5. Contractor shall continually monitor the LRB Public Transit Services operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTSA and make recommendations to it upon observed deficiencies and needed improvements. LTSA shall retain all authority, however, to make determinations and to take action on such recommendations.

6. Advertising, Promotion, Marketing, and Public Notices

Contractor shall upon LTSA approval, prepare, place, and schedule all advertising and promotional materials designed to inform patrons of services and to promote ridership. Contractor shall be available to serve in an advisory capacity to the LTSA in matters pertaining to the advertising, promotion, and marketing of the LRB. Contractor shall be responsible to notify the riding public of upcoming service disruptions due to holidays at a minimum of one week in advance of the upcoming holiday by way of signage on the buses and notification to the local media in a Public Service Announcement format. All notices prepared by Contractor must receive prior review and subsequent approval from the LTSA before placement for public informational purposes.

7. Vehicles

Contractor shall be responsible for the maintenance of all LTSA vehicles specified in this Scope of Work. The extent of the Contractor’s maintenance responsibilities, as detailed in Section E, will include a preventative maintenance program as well as most vehicle repairs.

Contractor shall be responsible for the fueling and cleaning of all LTSA vehicles specified in this Scope of Work. The Contractor shall fuel the vehicles at a location directed by the LTSA. Contractor will

ensure all vehicles are completely topped with fuel at the end of each route run. These vehicles could be requested for major evacuation purposes at any time so it is imperative fleet is always “at the ready” should emergency services be necessary.

In the event that the LTSA provides Contractor with additional buses and/or equipment at future times, Contractor shall acknowledge receipt of such additional items upon their delivery to it. Upon termination of Agreement, Contractor shall return all LTSA-owned equipment to the LTSA, with no deferred maintenance and repair or damage, less reasonable wear and tear.

Further, CONTRACTOR shall take into consideration that the LRB fleet is subject to change during the contract period and should consider insurance rates potentially fluctuating as the fleet expands or contracts. Therefore, the LTSA reserves the right to renegotiate the agreement if new vehicles are introduced to the current fleet during the contract period.

#### 8. Schedules, Tickets and Service Brochures

Contractor shall distribute and disseminate all necessary schedules, passes, tickets, transfers, service brochures and like materials required by LRB operations, in accordance with the provisions of this Agreement and any directions supplemental thereto provided by the LTSA.

#### 9. Notification of Service Changes

Should LTSA elect to modify the operational practices of the LRB, Contractor shall cooperate with LTSA as to the most appropriate level and description of services and shall adopt an appropriately altered Scope of Work document.

#### 10. Option Years Pricing

The LTSA at its sole discretion may extend this agreement for up to two option periods of one year each for a maximum contract term, including the initial term, of five years. The LTSA shall notify CONTRACTOR of the decision to exercise an optional term on or before April 1, 2019 for the initial one year option and by April 1, 2020 for the second option term.

#### 11. General

The Contractor will act in the capacity of an independent Contractor and will provide management, technical and operating personnel, services, software use and training, equipment and facilities (*if not provided by the LTSA*) necessary for the operation of LTSA LRB

public transit services.

The LTSA currently has a 3 year contract with REI for GPS tracking and monitoring software. Contractor shall provide training or accept training from LTSA staff at Contractors expense.

Contractor shall operate the system in compliance with LTSA operating policies, local, state, and federal ordinances, laws, and regulations applicable to this service. Contractor will operate system and maintain fleet in accordance with the usual transit industry procedures and standards or as otherwise provided herein and in the proposal.

The Contractor shall also provide the LTSA with technical assistance and consultation in such matters as operating policies, marketing, funding, and coordination with other transit providers at no additional charge to the LTSA.

The LTSA shall establish policies for operation of the transit system(s) and shall monitor the performance of the Contractor. LTSA shall apply for funds from local, state and federal sources. Where applicable, and subject to consultation and approval by LTSA, Contractor shall also apply for such local, state and federal funds that may be available to support the project. Contractor will report to the LTSA and will make recommendations as to changes to improve LTSA's LRB public transit service. Contractor may not make any changes which affect the quantity, quality, efficiency, safety, or nature of the Paratransit service without obtaining LTSA's written permission.

The following is a description of the services required:

The LRB transit service programs being proposed through this RFP are currently in operation. The current services are provided by the LTSA through contract with Paratransit Services, Inc. Because there is an already existing transportation program, the LTSA requires a fully detailed transportation services implementation plan be included with each proposal. This plan shall address at a minimum the activities and procedures that will be followed to ensure a smooth transition between the existing LTSA transit service programs and the service to be operated by the Contractor. The plan should also address the approach the Contractor intends to pursue with existing employees and volunteers currently operating the LRB transit programs. The plan should also document recruitment and training schedules, acquisition of necessary equipment permits and licenses and any other activities necessary to implement a successful transit program.

The LTSA may wish to adjust the system(s) at some future date. Modifications may include but not be limited to: increasing or decreasing service hours and/or days; adding a second city route; or switching service hours and equipment between modes. The LTSA may increase annual service hours at a rate to be proposed and specified by the Contractor as part of their proposal to this RFP.

### **C. FACILITIES, EQUIPMENT, AND SUPPLIES**

Contractor shall maintain and operate the LRB office facility with the highest degree of professionalism and cleanliness. Contractor shall subcontract to provide daily janitorial service to insure office facility is kept clean including regular carpet/vinyl flooring cleaning and if appropriate shampooing/waxing, regular window washing and daily bathroom cleaning. Contractor shall keep all bathroom supplies full for regular use by employees and the general public. Janitorial records shall be kept of the regular daily (*and any special additional cleaning that is conducted*), and will be submitted upon request to the LTSA. No cooking inside the facility will be allowed except for heating of individual employee/staff lunches by way of non LTSA supplied microwave.

All Contractor staff/employees shall park only in parking areas designated for staff/employees. At no time will staff/employees be allowed parking privileges in the immediate location at the front of the office facility. These parking locations are exclusively for use by the general public.

The Contractor shall provide all tools, equipment, tires, oil and lubricants, batteries, parts, cleaning supplies, office supplies, office equipment, radio base station and mobile units and such other items or materials required to professionally operate the LTSA LRB services. An inventory of tools and equipment currently owned by the LTSA is available for reference. These items will be available for use in the continued operation of the LRB. Those items purchased by Contractor and paid for by the LTSA will become property of the LTSA. The LTSA reserves the right to review all purchases before purchases are made.

The LTSA at the time of start-up will provide eleven (11) buses with wheelchair lifts. These vehicles are provided in "as is" condition. Service records will be available for review and inspection by prospective Contractors. If these vehicles are, for any reason, not available for service during the term of this contract the Contractor shall be responsible for arranging suitable replacement or back-up vehicles during the remaining term of the Agreement. All replacement or back-up vehicle plans must be pre-approved by the LTSA before proceeding with any replacement of vehicles.

During the term of this Agreement, including any extension period, the LTSA shall have the option to require additional vehicles to those initially supplied by the Contractor in order to meet the service criteria defined herein. The cost for additional vehicles shall be negotiated and agreed upon by the LTSA and Contractor. If the Contractor cannot, or elects not to, provide additional equipment or if the cost cannot be agreed upon, the LTSA reserves the option to arrange for equipment from other sources. Notwithstanding the above, Contractor will be responsible for additional vehicles required to meet the specifications of this RFP. Title to the vehicles being supplied by the LTSA shall remain in the name of the LTSA.

The LTSA-supplied equipment made available to the Contractor is provided for use exclusively for LRB services and shall not be used for any other purpose. Contractor shall account to the LTSA for the location and status of all LTSA-provided items. Upon completion or termination of this Agreement, Contractor shall return the vehicles and other LTSA-provided items to the LTSA with no deferred maintenance, damage, graffiti and ready for use in regular revenue service less reasonable wear and tear.

Any hourly cost proposed should include the fully loaded costs including any necessary vehicle acquisition and or amortization cost. Contractor should consider the vehicle replacement schedule while determining an hourly cost proposal. The Contractor's proposal should also clearly indicate the savings to the LTSA if TDA, FTA or other public funds are used to replace LTSA owned vehicles and equipment.

Contractor shall use the Lassen County radio frequency for the operation of the LTSA Transit System radio system. The County base station operates at 156.01500 MHZ and the repeater operates at 155.14500 MHZ. In the use of the County radio frequency, the Contractor must comply with the County policies and procedures for radio use. The Contractor should also recognize that this is a shared use frequency.

#### **D. VEHICLE SCHEDULING AND DISPATCHING**

Contractor shall utilize a systematic and up-to-date method to schedule and transport passengers using the LRB public transit service. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality to levels prescribed in this Scope of Work.

Up-to-date computer-assisted scheduling technique is required. Scheduling software should allow for proper reporting of, at a minimum, all requirements as outlined in Section K of this RFP.

Contractor shall provide an adequate number of persons and phone lines for LRB public transit service scheduling, and vehicle dispatching functions. These persons shall also be responsible for maintaining contact with all vehicles in service and for maintaining the daily dispatch log provided by Contractor and approved by the LTSA. Contractor shall maintain a complete record of the daily dispatch log and provide up-to-the-minute information if requested by the LTSA. Contractor shall submit a copy of the dispatch log monthly to the LTSA along with the monthly invoice.

#### **E. MAINTENANCE AND EQUIPMENT**

Contractor shall perform all major, minor and preventive maintenance and repair, at a minimum, in accordance with manufacturer's recommendations and the Preventive Maintenance Inspection (PMI) program included in the Contractor's proposal to the LTSA. The Contractor will not be responsible for costs associated with engine, transmission, or differential overhaul. Contractor shall obtain the warranty status for all vehicles. Contractor shall maintain a minimum of 40,000 miles between Road Calls. Road calls are defined as any time passenger service is interrupted more than five minutes due to mechanical failure (*except for flat tires*).

##### **1. General**

Contractor, at its sole cost and expense, shall provide all oil, lubricants, repairs, cleaning, tires, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, with the necessary service facilities to provide the same, required for the operation of all equipment pursuant to this Agreement. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, fare boxes and all other LTSA-provided equipment to be used to perform this Agreement in strict conformity to all CHP regulations and orders. Contractor's duty and responsibility to so maintain all vehicles and equipment is not delegable to any person, firm or corporation.

All parts, materials, lubricants, fluids, oils and procedures used by Contractor on all LTSA owned coaches, vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All outside vendors, such as machine shops, component re-builders or accident repair shops, shall be fully authorized by the OEM to make repairs and utilize only parts, materials, lubricants, fluids, oils and procedures that

meet or exceed OEM specifications and requirements.

Contractor shall maintain LTSA vehicles in a clean and neat condition at all times. Daily, weekly and monthly cleaning logs shall be kept by Contractor and submitted to the LTSA upon request.

## 2. Engine, Transmission, Differential Overhaul

Contractor shall be responsible for monitoring the condition and performance of vehicle engines, transmissions, and differentials so as to maximize useful life and avoid costly catastrophic failures, at no additional cost to LTSA. At a minimum, the Contractor's monitoring program shall consider miles accumulated; fuel, oil, transmission fluid, and differential oil consumption trends; loss of power; and erratic performance.

In addition, Contractor shall perform a laboratory analysis of engine oil, transmission fluid, and differential oil every four (4) months, or when necessary to assist in the diagnosis of a mechanical problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If Contractor determines that an engine, transmission or differential unit needs to be overhauled or replaced, Contractor shall notify LTSA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, LTSA may elect to proceed with recommended work.

## 3. Preventative Maintenance

Contractor's preventive maintenance program shall meet or exceed OEM specifications and requirements and approved Preventive Maintenance and Inspection schedule. Preventive maintenance inspections and repairs shall occur at or before the designated time or mileage intervals, whichever occurs first. Contractor's overall preventive maintenance program shall also be sufficient so as not to invalidate or lessen warranty coverage of LTSA-provided vehicles and equipment, including, but not limited to, radios and wheelchair lifts.

All lubrication and oil filter change intervals shall be performed in accordance with OEM specifications, requirements and the schedule provided in the Contractor's proposal to operate the LTSA LRB system. Modification of oil change intervals is subject to prior approval from LTSA. Such approval shall not be issued unless Contractor presents written evidence that warranty coverage will not be adversely impacted by modifying such change intervals.

Contractor guarantees that the preventive maintenance program will not invalidate or shorten warranty coverage provided by OEMs. Contractor shall be held financially liable to absorb expenses for all

repairs which would have been covered under warranty had it not been invalidated by Contractor's actions.

Maintenance intervals shall at a minimum conform to manufactures maintenance recommendations for any and all buses and other vehicles in the LRB fleet. Refer to vehicle list for the vehicle type and mileage which will correlate to manufactures maintenance recommendations.

In the event that towing of any LTSA LRB vehicle is required due to mechanical failure or damage, Contractor shall be responsible to provide such towing at Contractor's expense.

Contractor shall prepare, maintain, make available to the LTSA, from software specifically designed for vehicle maintenance, records and data relative to vehicle and vehicle accessory maintenance and repair. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle.

All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of the LTSA to enable it to accurately evaluate Contractor's maintenance and repair performance and the operating expense associated with various LTSA vehicles and equipment. Records of all maintenance and repair and inspections shall be made available to the LTSA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. LTSA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this RFP. Such inspection shall not relieve the Contractor of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. Contractor shall transport any or all vehicles to any required inspection facilities when requested.

In the event that the Contractor is instructed by the LTSA or any other regulatory agency to remove any equipment from service due to mechanical reasons, Contractor shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

Contractor shall prepare maintenance and repair records and reports in a form and according to a schedule approved by the LTSA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklists.
  - Repair orders and work orders.
  - Road call reports, or work orders, for each Road call identifying date and time, vehicle number, problem and mileage of vehicle.
  - Monthly summary to be attached to Contractor's invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, and vehicle road calls.
  - Semi-annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date maintenance and repair cost and cost per mile; route service total road calls and miles per Road call; demand response total road calls and miles per Road call; major component overhauls, rebuilds and replacements by vehicle; and Contractor's summary of components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.
4. LTSA retains the right to pull any LTSA (LRB) owned vehicle at any time for inspection for any reason.
  5. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
  6. Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
  7. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (*including body, glass and all vehicle appurtenances*) shall be made expeditiously. The equipment shall be maintained inside and out, in what would be considered a class one condition at all times. This means proper painting, proper signage, clean windows, with special attention given to wheels and tires.  
  
Any visible body damage to fleet equipment from 8 feet away will be repaired at Contractor's expense, within twenty-one (21) days. The repair of fleet body damage shall be a priority for the Contractor.
  8. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and working condition at all times.

9. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
10. Heating and air conditioning (A/C) systems shall be installed, maintained and used to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times on all in-service runs. Thorough A/C inspections and repairs shall be executed and completed on all vehicles no later than May 1st of each year. Contractor shall maintain the A/C systems in a state of operating condition throughout the entire year. Contractor shall provide to the LTSA a status report of the condition of the bus A/C systems by May 10<sup>th</sup> of each year. Contractor shall provide to the LTSA a status report of the condition of all bus heating systems by October 10<sup>th</sup> of each year.
11. Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti and other damage shall be repaired in a professional manner immediately upon their discovery. Any damage to seat upholstery shall be repaired immediately upon discovery. Contractor shall replace seat covers which are worn or cannot be professionally repaired or cleaned sufficiently to remove any spotting/soiled marks etc., using materials which are identical in design and color as those materials being replaced. Stanchions shall be maintained in proper operating condition at all times. Any damage to stanchions shall be repaired immediately upon discovery. Contractor shall replace stanchions which cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.
12. All equipment shall be reasonably clean throughout both inside and out prior to each service run. The exteriors of each vehicle will be washed once per week (in the interest of water conservation), or more often as necessary or permitted and shall include the bus body, all exterior windows and wheels. The interior will be swept daily and mopped twice per week. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility. Interior windows and stanchions shall be washed twice per week, or more often as necessary, on all vehicles. All stanchions shall be wiped down regularly or as required by LTSA using disinfectant type wipes. If disinfectant dispensers are installed on vehicles Contractor shall insure that they are properly filled and usable at all times. Driver and passenger windows shall be kept clean at all times. Ceilings and walls shall be thoroughly cleaned at least twice per month, or more often as necessary, on all vehicles. Removal of any minor stains on passenger seats will be done twice weekly. A vehicle that experiences a major stain will be

removed from service as soon as possible and repaired/cleaned before re-entering service. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Contractor shall clean all wheels at least once per week. Contractor shall apply waxing agent to the rear exterior of all rear engine diesel buses monthly to aid in the removal of exhaust build-up during the regular washing of the buses. Daily documentation of all cleaning elements, including waxing, conducted on the fleet shall be kept and submitted to the LTSA upon request.

Vehicles shall be kept free of insects and vermin at all times. Contractor shall exterminate all insects and vermin from all vehicles immediately upon their discovery, utilizing materials which are safe and not noxious to passengers.

Interiors shall be dusted and swept, with trash removed, on a daily basis, or more often as necessary, on all vehicles used in service that day.

13. All LTSA owned vehicles, for the purpose of LRB, are to be fueled at Ed Staub Energy, Inc., or other source designated by the LTSA, with the established "Key-Card" system. LTSA shall be responsible for the payment of "Key-Card" purchased fuel. Vehicles provided by the LTSA are to be used for GM Administrative uses, and/or meetings with the LTSA staff and shall not be used for lunch breaks by contractor employees unless fuel use is paid for by contractor.
14. Contractor shall be responsible to comply with the California Air Resources Board (CARB) requirements and meet all applicable vehicle emissions standards. Contractor shall also notify the LTSA of any issues related to CARB requirements that the LTSA may not be aware of and shall work with the LTSA to ensure compliancy with these requirements.
15. Contractor shall notify the LTSA and conform to all instructions and make all corrections required by the CHP and other applicable regulatory agencies regarding use and maintenance of vehicles. It is understood that all California Highway Patrol (CHP) Inspections will receive a satisfactory rating.
16. If Contractor should provide vehicles to put into LTSA LRB service, the color schemes and pattern designs for the vehicles shall be compatible with LTSA-provided vehicles. The use of other than

LTSA-provided vehicles in service is subject to approval from the LTSA Transportation Planner on a case-by-case basis. All vehicles must be readily identifiable as part of the transit system. Patterns, designs and colors shall be identical insofar as possible, depending on the design configuration of the vehicle.

All vehicles provided by Contractor shall be capable of traveling at the speed of 65 miles per hour on a level road while fully loaded. A "fully loaded vehicle" shall mean that such vehicle contains a full complement of passengers, fuel, oil, and water. All vehicles provided by Contractor shall be equipped with the appropriate system logo (*to be designated by the LTSA and furnished by Contractor*) and any signs approved by the LTSA mounted on the vehicle. All signs shall be similar to, or better than, those in use on LTSA-provided vehicle. Legends and numbers shall be professionally made and clearly visible during the day or night. All vehicles shall have an individual identification number. The LTSA LRB logo shall be covered or removed from Contractor-provided vehicles when they are used for any purpose other than performance of this Agreement.

17. Contractor shall establish and maintain an on-going spare parts inventory sufficient to permit that peak hour vehicle requirements are met at all times.
18. Contractor shall supply their own vehicle for snow removal purposes to ensure that the LRB facility remains functional during times of inclement weather.

#### **F. AUTOMATED BUS WASH FACILITY**

Contractor shall be responsible to schedule and utilize Contractor's maintenance personnel to service and repair the bus wash facility in accordance with the manufacturer's recommendations.

1. Contractor will ensure that maintenance personnel are adequately trained to properly maintain and repair the bus wash facility and keep records of all work performed as specified by the manufacturer and the LTSA.
2. To help prevent the bus wash system from freezing, when ambient outdoor temperatures are forecasted below 32 degrees Fahrenheit, Contractor will inspect bus wash daily to ensure that heaters are functioning and thermostats are set at a temperature specified by the LTSA.
3. The Contractor is to inspect and ensure the bus wash facility is reasonably clean both inside and outside the facility. Loose debris is to be removed and disposed of. In addition, Contractor shall remove

monthly, accumulated sand, road cinders, brush particles, etc, from the central drain pit during the months of November, December, January, February, March, April, and May to maintain the clean water recirculation system.

4. The Contractor is to ensure the interior floor of the bus wash is cleaned at least monthly from all accumulated debris such as sand, road cinders, rotating brush particles, etc.
5. All items not specifically necessary for the operation of the bus wash are not allowed and are to be stored elsewhere.
6. Upon notice of any damage to components or in-operation of the bus wash system, the Contractor shall immediately notify the LTSA.
7. The Contractor is required to perform preventative maintenance as recommended by the manufacturer, and provide to the LTSA daily, weekly monthly, semi-annual, and annual lubrication and maintenance schedule reports as required by the system manufacturer. These reports shall be delivered to the LTSA upon request.
8. The LTSA shall be responsible for all costs of parts for the continued operation of the bus wash system.
9. Contractor will be responsible for the purchase of all washing and rinsing solutions required to operate the automated bus washing system.
10. Contractor is responsible for the scheduling and cost associated with the pumping and removal of gray water tank as needed. Contractor is required to notify LTSA of each pumping of gray water tank.

#### **G. PERSONNEL, REPLACEMENT AND LIAISON**

Unless provided by the LTSA, the Contractor shall provide all management, drivers, dispatchers, mechanics, maintenance clerk, vehicle garage workers, cleaners, service workers, telephone information operators, road supervision and such other personnel necessary to responsibly operate the County transit system, including any required on-board security or supervision.

Contractor will recruit, screen, hire, discipline and train personnel as necessary; conduct monthly safety and other related employee meetings as necessary; and perform liaison activities with the LTSA and other agencies related to execution of this contract. A copy of employee benefits, work rules, and union contracts shall be provided to the LTSA. Contractor shall meet and coordinate with the LTSA on a frequent basis, not less than once a week. Contractor shall supervise all drivers

to the end that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately. All employees shall be considered for a .5 to 1% pay increase once a year, upon completion of one (1) year satisfactory service as documented with an employee evaluation performance review, other pay increase schedules may be considered in lieu of the .5 to 1% year, but are subject to LTSA approval.

Contractor shall take all steps necessary to ensure that all employees and any subcontractors are authorized to work in the U.S. as required by the Immigration Reform and Control Act of 1986.

Contractor shall attend the periodic meetings of the Lassen Transit Service Agency, and shall report to the LTSA the current status of the transit system. Contractor shall also attend other Lassen County Transportation Commission and all LTSA committee meetings upon request.

Contractor will also attend meetings with user groups or agencies as required and upon request of the LTSA.

Contractor will be responsible for making presentations to community organizations concerning the LTSA on its marketing activities.

#### **H. DRIVER TRAINING**

Contractor shall provide full training for Contractor's drivers. The training shall be a minimum of 80 hours per employee, of which at least 30 shall be behind the wheel. This training must be completed before a driver can enter unsupervised passenger service. All Contractor employees, including dispatchers and supervisor will be trained and certified as drivers. Such training shall meet all requirements of the State of California. A detailed description of Contractor's proposed training program shall be submitted with their proposal and will be subject to approval by the LTSA. The Contractor's training plan shall provide a minimum of 10 hours of annual refresher training per driver. The training plan may be structured to allow for less than 80 hours of training to new employees with previous transit experience who hold a current California Commercial license and medical certificate.

Contractor shall conduct classroom training in at least the following area: Multi-media first aid training, cardio-pulmonary resuscitation (CPR), National Safety Council (*or approved equivalent*) Defensive Driving course (DDC), sensitivity/empathy training, emergency and accident procedures, and wheelchair loading and securement procedures.

The LTSA and the LRB are deeply committed to the provision of quality

transportation services to its elderly, disabled, and general public residents. All paratransit services will be provided on a door-to-door basis.

Contractor will have all drivers obtain a commercial license as required by law and certification in CPR and first aid. All Contractors' employees must pass a pre-employment physical examination, paid for by Contractor, prior to start of training. All Contractors' drivers shall be subject to a pre-employment background check and review of DMV records.

If the Proposer intends to use volunteer drivers, they must be fully licensed to meet the requirements of the State of California for the type of vehicle and service they operate. Volunteers will be subject to the same training standards, pre-employment physicals, and drug testing requirements as paid drivers.

Drivers will be trained by a trainer or trainers who are certified by the National Safety Council (*or other approved agency*) to instruct the DDC course; and are certified either the American Heart Association or Red Cross (*or another approved agency*) to instruct the drivers in Red Cross and CPR. Contractor shall certify their trainer in sensitivity training, emergency and accident procedures, and wheelchair loading and securement procedures.

Contractor shall provide LTSA with a list of drivers prior to start-up and shall update said list monthly. Contractor shall not place a driver into service without completing the training program specified above. Failure to comply with this section could result in termination of the Agreement.

Contractor shall require all drivers to attend a monthly safety meeting, which shall be a minimum of one hour in duration. Minutes shall be taken at each safety meeting and a copy shall be distributed to the County.

## **I. ROAD SUPERVISION**

Contractor will demonstrate how road supervision will be provided. Road supervision will include, but not be limited to, quarterly route rides with all drivers. Contractor shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service. The road supervisor may also be called upon to assist in special events. Contractor shall provide "On-Time Reports" to the LTSA quarterly when submitting the January, April, July, and October invoices. Contractor shall provide quarterly written reports on observations of road supervision activities and measures taken to provide for corrective action(s), if any.

## **J. MARKETING AND PROMOTION**

LTSA shall approve and budget funds to be used for all advertising and promotion. Additionally, LTSA may provide materials for distribution by Contractor. Contractor shall distribute brochures and other material as directed by LTSA.

Contractor shall promote the service as the operating agent for the LRB public transit service.

Contractor shall, under the direction of the Lassen County Transportation Project Manager, on a quarterly basis (*January, April, July and October*), contact private and non-profit community agencies and local governing bodies to promote interest in the services of the LRB. These contacts shall include, but not be limited to: speaking engagements; public service announcements, and press releases.

## **K. REPORTING AND RECORD KEEPING**

Contractor shall collect various data on the operation of the transit system and supply the data to the LTSA on a monthly basis. All such information supplied by Contractor shall be certified as accurate.

Contractor shall collect record and report the following information in a format designated by the LTSA, at a minimum, on a daily basis:

- \* Ridership by service type,
- \* vehicle breakdowns,
- \* vehicle revenue miles,
- \* vehicle total miles,
- \* vehicle fuel consumption,
- \* vehicle service hours (*by vehicle and by day*),
- \* missed trips, detailing cause,
- \* complaints and compliments,
- \* passengers by vehicle and service type, divided into passenger classification categories (*e.g. elderly, disabled, etc.*),
- \* revenue by vehicle,
- \* passenger travel time,
- \* vehicle and passenger accidents,
- \* problems and solutions,
- \* vehicle maintenance summarized by vehicle, including monthly cost of maintaining each individual vehicle broken down into labor, parts, fuel, oil and other expense categories,
- \* employee training and turnover,
- \* pertinent critiques and evaluation of system and service, and
- \* service requests refused.

In addition, Contractor shall supply copies of all maintenance shop work orders (*separated by vehicle number*) indicating the nature of the

vehicle repair, the solution to the repair, list of parts required to complete repair, and actual mechanic hours spent to undertake and complete repair. These copies of mechanic repair orders must be presented along with the monthly invoice for operation of the LRB by Contractor no later than the 10<sup>th</sup> day of the following month.

This data shall be compiled in a monthly report to be submitted to the LTSA. All monthly reports are due no later than the 10<sup>th</sup> day of the following month. All original data shall be maintained by the Contractor for at least four years.

The Contractor shall prepare a monthly report summarizing the data collected daily. Contractor shall submit typed report to the LTSA by the 10th day of the following month. The format of the report is subject to LTSA's approval.

In addition to the monthly reporting the Contractor shall supply any and all reports necessary to comply with requirements of the LTSA, and other State, Federal or local authorities. These reports will include but not be limited to all required California Transportation Development Act and Federal Transportation Administration reporting requirements.

Contractors shall also provide the LTSA with written copies of accident reports, *(within one business day for injury accidents, three business days for non-injury accidents, with immediate telephone notification of all injury accidents)* and CHP Safety Compliance Reports *(within two business days after CHP submission to Contractor)*.

LTSA may periodically conduct surveys of ridership during the term of the Agreement. These surveys will determine matters such as socioeconomic, ridership and fare-type characteristics of system users. Contractor shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to the LTSA.

Contractor agrees that all information required to be furnished by this Agreement shall be free from proprietary restrictions. Contractor further agrees that all such data is public and in the public domain.

Contractor shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by LTSA and Lassen County.

Such records shall be kept in such detail and form so as to meet applicable local, state and federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by Contractor, which records shall show details of all transactions pertaining to the management, bookkeeping, maintenance

and operation of only this system under the terms of this Agreement. System transactions shall not be co-mingled with Contractor's other operations, if any. Contractor's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant to this Agreement and not due to separate charter operations by Contractor.

Contractor shall keep and maintain (*separated by vehicle*) all work orders, warranty dockets and maintenance records on LTSA and Contractor provided vehicles and equipment until this Agreement is terminated, releasing all such documents to the LTSA upon request and upon termination of this Agreement.

The LTSA and its authorized agents, LCTC, Lassen County, Caltrans, FTA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, bookkeeping records, check registers and records of the Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription of Contractor's files. Contractor shall maintain all these records for a period of at least four (4) years following contract closeout to allow for audits, examinations, excerpts and transcriptions of Contractor's files.

## **L. INSURANCE**

During the periods of service under this Agreement, the Contractor, at its sole cost and expense, shall procure and maintain in full force and effect during the term of the Agreement, insurance policies in the amount of Ten million dollars (\$10,000,000) combined single limit bodily injury and property damage. Such insurance shall name the LTSA, the County of Lassen, the Lassen County Transportation Commission and the City of Susanville and their officers, employees, elected officials and members of boards or commissions as additional insured parties. Coverage must include premise coverage, comprehensive general liability including automobile liability and physical damage coverage, garage and garage-keepers liability, contractual liability, property damage, and personal injury liability. Contractor shall be responsible for any deductible.

Contractor shall file and maintain the required certificate of the LRB insurance policy with the LTSA at all times during the term of this contract. The certificate is to be filed prior to the effective date of this contract. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to LTSA. CONTRACTOR shall obtain and maintain at all times during the term of this contract Workers' Compensation and Employers' Liability Insurance as required by the laws of the State of California showing

proof of such coverage. All required insurance policies shall not be cancelled or materially changed without a thirty (30) day prior written notice to the LTSA.

In addition, CONTRACTOR shall procure and maintain a blanket employee fidelity bond in the amount of \$10,000 as protection against theft by a CONTRACTOR employee.

### **Cyber Liability Coverage**

Cyber liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the services provided under this agreement, with a minimum limit of \$1,000,000 for each and every claim and in the aggregate. Coverage to include protection for liability arising from: (i) breaches of security; (ii) violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and (iii) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such insurance must address all of the foregoing without limitation if caused by any Sub-Vendor Personnel in performing Services under the Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

### **M. TELEPHONE INFORMATION SERVICE**

Contractor shall provide customer information service to the public during all hours of system operation; Monday through Friday from 7:00 a.m. to 8:00 p.m. Contractor shall install and maintain at Contractor's expense one telephone line and one local telephone line covering the entire LRB service area, dedicated to LRB public transportation services. At its sole expense, Contractor shall publish this LRB phone number under LRB specified headings in the White and Yellow pages of all local telephone directories.

These lines shall be used solely for the purpose of providing customer information and those activities required under the Scope of Work in this RFP, and shall not be used by the Contractor for any other purpose. Customers receiving a "busy signal" signifying the line is in use will be provided recorded information at the expense of Contractor. Recorded information content to be determined between Contractor and the LTSA.

Upon termination of the Agreement, Contractor shall release such phone numbers to the LTSA.

During normal system operating hours, the Contractor shall provide information operators who are knowledgeable of time schedules, routes and services of LTSA and all other systems within the LTSA operating area as is necessary to answer customer information telephones in a courteous, timely and professional fashion.

During all other times, Contractor shall utilize a Contractor-provided telephone answering system, approved by the LTSA, to announce LRB transit service information. Recorded information content to be coordinated between the LTSA and Contractor.

#### **N. FARE BOX REVENUE**

Contractor's drivers shall collect fares as established by the LTSA and maintain an accurate count of all boarding passengers by fare category. Drivers will be required to honor special passes, collect, cancel and/or validate passes and issue/collect transfers as determined by the LTSA. Drivers shall verify all fare amounts including cash fares deposited in farebox but will not handle money. Contractor is responsible for the accurate collection of the LRB fares. Contractor shall assure that each patron pays the appropriate fare prior to being provided transportation service.

All farebox revenues collected by CONTRACTOR are the property of the LTSA. CONTRACTOR shall assure that each transit patron pays the appropriate fare prior to being provided transportation. CONTRACTOR shall establish a fare collection/accounting procedure including control and security measures. CONTRACTOR shall maintain an accurate, legible count of all boarding passengers by fare category onto the daily LRB Driver Manifest (Exhibit D). CONTRACTOR will count and reconcile fares collected against the driver manifests of passenger trips for the previous day's operation. All farebox revenue shall be counted while at least two CONTRACTOR employees are present. CONTRACTOR shall indicate the total fares collected for the day by individual routes on the LRB Farebox Tally Sheet (Exhibit E). CONTRACTOR shall remove all fares from every revenue vehicle on a nightly basis. At no time will fares be left in a vehicle overnight. Farebox Revenue includes, but is not limited to, all fares and the proceeds from the sale of tickets and passes. CONTRACTOR shall deliver to the LTSA, the LRB Farebox Tally Sheet with the Driver Manifests on monthly basis. The LTSA reserves the right to oversee money counting activities, independently count revenues or otherwise verify the fares collected. CONTRACTOR will submit daily reconciliation reports to the LTSA of revenue collection and passenger numbers on a weekly basis. All overages and shortages of monthly farebox totals shall be indicated on the Monthly Farebox Reconciliation sheet on which there will be kept a running total by month of

overages/shortages. At the end of each month, the total shortages and overages for the current month shall be indicated on the Farebox Reconciliation sheet and subtracted from the monthly invoice amount. Shortages and overages shall be separate line items on the invoices and shall not be included as part of the bus fares. The LTSA shall require CONTRACTOR to maintain a 98% recovery of daily farebox based on passenger counts and anticipated amounts due.

**O. LICENSES AND TRAFFIC VIOLATIONS**

Lassen County shall provide and maintain licenses for the radio system. Contractor shall be responsible for any locally required business or other licenses including Public Utilities Commission certificates as required and necessary. Contractor shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with LRB public transit program. If notice of violation in a LTSA owned vehicle is received by the LTSA, LTSA may pay for said violation and deduct the amount paid from future payments to Contractor.

**P. UNIFORMS**

Contractor shall provide and maintain clean, identical uniforms for all drivers and shall enforce a dress and appearance code, subject to approval from the LTSA. At a minimum, dress requirements shall include: shirts, slacks, jackets (*for use in cold rainy weather*), identification tags and LTSA specified logo.

**Q. SAFETY AND SECURITY**

Contractor shall be responsible for safety and security of passengers during operations and for all related equipment and facilities. Contractor shall include specific procedures in the proposal which define the safety and security program for LRB services. Safety and organizational meetings shall be held with all employees at least once per month.

Contractor shall report all hazardous conditions (*e.g., trees, signs, slides, etc.*) in the service area to the LTSA and any other appropriate authority and take necessary precautions to safeguard passengers and personnel.

Contractor shall comply with all California Highway Patrol and OSHA requirements. Contractor shall not permit drivers to bear arms of any type while operating a vehicle under this contract.

**R. MANAGEMENT**

Contractor will manage the day-to-day operation in accordance with the

adopted operations plan and good management practices.

Management of day-to-day operations of the system will be vested in full-time local General Manager who will be experienced in all aspects of public transit operations. The person serving as General Manager shall be approved by the LTSA and shall not perform any other duties, without the LTSA's approval, for Contractor, being solely dedicated to management and operation of LTSA's LRB public transit operations.

The General Manager understands that the operation of the LRB takes precedence over any corporate activity of Contractor.

In addition, a responsible senior executive employee of Contractor, (*i.e.*, VP, RVP, etc.), will be available at all times, either by phone or in person at no additional charge to the LTSA, to make decisions or provide coordination as necessary. This senior executive must be authorized to act County-wide on behalf of Contractor.

In the event that the General Manager must be replaced, such replacement may be subject to the prior approval of the LTSA.

The above individuals will be responsible for managing and monitoring all aspects of the system operation, maintenance, repair, supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel, and Contract administration. The General Manager and Contractor shall supply to the LTSA a 24-hour emergency telephone number at which General Manager or Contractor can be reached.

Contractor shall seek out and implement methods of improving system operations, service and cost effectiveness along with improvements to correct deficiencies and substandard performance. Results will be reported to the LTSA via the monthly activity report or direct memo along with any corrective actions which have been taken. Contractor shall review and comment on plans, equipment purchases, operative changes, and related proposals of the LTSA.

## **S. EMPLOYEE WORK RULES**

The following employee rules shall be enforced by the Contractor:

1. Uniforms:
  - a. Must be worn at all times when on duty.
  - b. Shall be clean and presentable at all times.
  - c. Uniform designs, colors and ID tags subject to LTSA approval.
2. Gratuities:
  - a. Shall NOT be accepted.
  - b. All cash shall go into fare box without being handled by the driver, unless required by the passenger's disability.
3. Knowledge of Services and Service Area:

- a. Drivers shall have a thorough knowledge of all LRB public transit services and the entire service area.
  - b. Drivers shall also have a thorough understanding of transfer locations for all County and City routes and services.
4. General Rules:
- a. No one will be permitted to smoke, including e-cigs, eat or drink aboard vehicles at any time.
  - b. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
  - c. While in uniform, no employee shall purchase, consume or be under the influence of any narcotic, intoxicant, or harmful drug.
  - d. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
  - e. All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers shall conduct a "walk-around" inspection of their vehicle and fill out a "Daily Vehicle Inspection" sheet. Drivers shall have maintenance personnel resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.
  - f. Employees may use vehicles only in accordance with their assigned duties.
  - g. Employees must conduct themselves and operate vehicles in a safe, efficient and courteous manner at all times.
  - h. No one shall be permitted to solicit on the vehicle.
  - i. No item longer than five (5) feet will be permitted on the vehicle and must be properly stored out of the aisles.
  - j. All information regarding accidents shall be kept confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to Police, supervisory personnel, or other person(s) involved in the accident as required by law.
  - k. Persons under the influence of drugs/alcohol shall not be permitted on the vehicle.
  - l. Drivers providing service must travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor and the LTSA shall be notified immediately. **Absolutely no run shall be cut short without subsequent notification/approval to/from the LTSA.**
  - m. Drivers performing demand response service will provide the assistance necessary to help elderly and disabled persons boarding and departing vehicles, moving to their seat and or maneuvering and securing wheelchairs. Service is to be provided on a door-to-door basis as may be required by the needs of the individual passenger. **Under no circumstances will drivers be allowed to enter a passenger's residence.**

- n. No vehicle shall be operated when its condition is unsafe or uncertain.
- o. No driver shall operate the wheelchair lift:
  - a) Until he/she has received the required training; and/or
  - b) if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift.

Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.

**T. LRB SERVICES POLICIES, STANDARDS, PERFORMANCE MEASURES**

The Contractor will be required to meet the following LRB public transit service policies and standards in the operation of the LRB service.

1. LRB Fixed Route, Deviated Fixed Route, Commuter Route, and Dial-a-Ride Service Standards
  - a. Performance:
    1. Demand responsive average pick-up time within 30 minutes of promised time, call-in, return trip pick-up response time not to exceed 30 minutes.
    2. Demand response average trip time not to exceed 30 minutes.
    3. Operate service with accidents at less than one per 24,000 miles.
    4. Vehicle breakdowns should not exceed one per 10,000 miles.
    5. Vehicle spare ratio shall be adequate to ensure that service will not be interrupted because of inadequate back-up vehicles.
    6. Absolutely no regularly scheduled bus route will run early at any time.
    7. All regularly scheduled bus routes shall not be more than 5 minutes late unless the delays are caused from incidents out of control of Contractor. These acceptable delays may occur from road construction (*of which Contractor shall be obligated to inform the riding public of possible delays*), other road incidents which may cause unpredictable closures/delays such as accidents, fires, etc., weather delays. These delays must be clearly documented on driver manifest indicating time of incident/delay and time route resumed.
    8. Delivery of monthly invoice and all required documentation electronically to the LTSA.
  - b. Productivity:
    1. Passengers per vehicle revenue mile shall not fall below 0.30.
    2. Passengers per vehicle revenue hour shall not fall below 2.0.

3. Vehicle service hours per employee shall not fall below 83.1.
4. Vehicle service hours per maintenance employee shall not fall below 249 hours.
5. Vehicle per maintenance employee shall not fall below 4.0.

These policies and standards are subject to change or modification by the LTSA at any time. Contractor will be consulted regarding the change prior to its final adoption.

Accidents per X miles is calculated by dividing the number of accidents in the reporting period by the number of vehicle service miles in that reporting period.

Vehicle breakdowns per X miles is calculated by dividing the number of breakdowns or road calls in the reporting period by the number of vehicle service miles in that reporting period.

The number of vehicles per mechanic is calculated by dividing the number of vehicles in the fleet by the number of mechanic employee equivalents. One full time employee equivalent equals 2000 hours per year.

Revenue vehicle hours per maintenance employee is calculated by dividing the number of annual vehicle service hours by the number of full time employee equivalents.

Passengers per vehicle service hour is calculated by dividing the number of passengers by the number of vehicle service hours in a reporting period.

## **U. PERFORMANCE PENALTIES**

Any incident confirmed by driver manifests, and/or through LTSA staff investigations confirming any infraction of items in Section T, Item 1a. above, shall be penalized as set forth:

1<sup>st</sup> confirmed occurrence per month – Contractor shall be notified in writing.

2<sup>nd</sup> confirmed occurrence per month – Contractor shall be penalized 5% of next invoice.

3<sup>rd</sup> confirmed occurrence per month – Contractor shall be penalized 7½% of next invoice.

4<sup>th</sup> confirmed occurrence per month – Contractor shall be penalized 10% of next invoice.

In the event of confirmed occurrence(s) occurring during final month of LRB operations Fiscal Year, Contractor shall be penalized accordingly on the next submitted invoice.

In the event of confirmed occurrence(s) occurring during final month of LRB operations Agreement, Contractor shall be penalized accordingly

by either the LTSA submitting an invoice to Contractor based on the previously submitted invoice, or if previously submitted invoice has not yet been paid, penalties shall be assessed before payment of the final invoice.

#### **V. PERFORMANCE GUARANTEE**

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

## V. PROPOSAL FORMS

### A. STATEMENT OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

*(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)*

<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>INTEREST</b> <i>(Owner, partner, etc.)</i>

Attach additional sheets if necessary, by staple.

Attest by Authorized Official:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

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**B. SERVICE AND BUDGET COST PROPOSAL**

This Service and Budget Proposal Form is to be used to submit the Contractor’s cost proposal for all work described in the Sample Agreement and Scope of Work. All proposals without the Service and Budget Proposal Form will be considered Non-Responsive.

The Contractor’s price proposal must consist of fixed hourly rates and fixed monthly rates, all in accordance with the Sample Agreement. Such rates shall be proposed for each of the three years contemplated in this proposal, and shall be based on the levels of service, in terms of vehicle service hours, as stated below. The detailed budget breakdown on the following pages shall be consistent with the rates proposed.

Vehicle Revenue Service Hours (VRSH) are NOT calculated as “Gate to Gate.” VRSH for fixed routes and Commuter Routes are calculated from first-timed stops to last-timed stops (*see Exhibit A*).

VRSH are calculated on the beginning/end of service (5:13 AM to 7:39 PM Monday-Friday)

	<b>Period I <u>2016/17</u></b>	<b>Period II <u>2017/18</u></b>	<b>Period III <u>2018/19</u></b>	<b>OPTIONAL Period IV <u>2019/20</u></b>	<b>OPTIONAL Period V <u>2020/21</u></b>
<u>Service Level</u>	12,800	12,800	12,800	12,800	12,800
VRSH	± 5%	± 5%	± 5%	± 5%	± 5%

Price Formula

Fixed Monthly Rate    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_

Fixed Hourly Rate    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_    \$\_\_\_\_\_

Calculation of Maximum Annual Cost (*based on 12,800 Vehicle Revenue Hours*)

	<b>2016/17</b>	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/2021</b>
Fixed Monthly Rate X 12 Months	\$_____	\$_____	\$_____	\$_____	\$_____
Fixed Hourly Rate X 12,800 ± 5% VRH’s	\$_____	\$_____	\$_____	\$_____	\$_____
Total Maximum Annual Cost*	\$_____	\$_____	\$_____	\$_____	\$_____

\* Based on 12,800 Vehicle Revenue Hours Per Year at Contractor’s Proposed Fixed Hourly Rate and Fixed Monthly Rate.

This Service and Budget Proposal represents an offer to do work as described in the RFP, RFP Addendum # \_\_\_\_\_, the Sample Agreement, and the detailed budget breakdown on the following pages. This offer shall remain valid until June 30, 2019, and the amount of the proposal indicated above shall remain valid through the term of the Agreement.

Name of Contractor: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_  
(Authorized Person with Legal Authority to Bind Proposer)

Signer's Name: \_\_\_\_\_  
(Please print)

Signer's Title: \_\_\_\_\_  
(Please print)

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

# FIXED MONTHLY RATE WORKSHEET

<u>Fixed Monthly Rate:</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>OPTIONAL 2019/20</u>	<u>OPTIONAL 2020/21</u>
Management Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Paid Time Off					
Employee Incentives	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Overtime	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Insurance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Performance Bond	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training and recruitment expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Safety Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Uniforms	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Janitorial	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Telephone	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Postage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preventative Maintenance					
Parts Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Accounting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Non-Revenue Vehicle Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
One Time Start-up Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Fee and Profit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Expense <i>(Please Specify):</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL: *</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

\* Total shall equal Fixed Monthly Rate

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# FIXED HOURLY RATE WORKSHEET

<u>Fixed Hourly Rate:</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<b>OPTIONAL</b> <u>2019/20</u>	<b>OPTIONAL</b> <u>2020/21</u>
Drivers' Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Driver's Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vehicle Repair: Parts and Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Tires	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Washing solutions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Towing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other expenses <i>(Please specify):</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL:**</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\*\* Total shall equal proposed Fixed Hourly Rate

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**CONTRACTOR PROPOSED EQUIPMENT LIST**

List any and all equipment that may be utilized in providing service under this Agreement.

<b>Year of Manufacture</b>	<b>Manufacturer</b>	<b>Model or Type</b>	<b>Type of Lift Brand Name and Model Number</b>	<b>Number of Seats &amp; Wheelchair Spaces</b>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____

Bidder: \_\_\_\_\_  
(Type name)

Per: \_\_\_\_\_  
(Signature)

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

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**C. PROPOSER'S BOND**

Know All Men by These Presents,

That we \_\_\_\_\_ AS PRINCIPAL, and

\_\_\_\_\_  
AS SURETY, are held and firmly bound unto the Lassen Transit Service Agency hereinafter called the LTSA in the penal sum of ten thousand dollars (\$10,000), submitted by said principal to the LTSA, for the work described below, for the payment of which sum in lawful money of the United States. Well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned Proposal to the LTSA for certain services for which said proposals are to be opened at

\_\_\_\_\_, California on \_\_\_\_\_  
specifically described as follows:

The Management and Operation of LRB public transit services.

NOW, THEREFORE, if the aforementioned Principal is awarded the contract, and within the time and manner required under the signature, enters into a written contract, in the prescribed form in accordance with the proposal, and files the bond with the LTSA to guarantee faithful performance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_ day  
of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Surety

Address

**Note:** Signatures of those executing for the surety must be properly acknowledged.

**D. PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_,  
as Surety, are held and firmly bound unto the Lassen Transit Service Agency, hereinafter called the Owner, in the sum of (10%) of the contract amount

\_\_\_\_\_ Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereunto attached, with the Owner, dated: \_\_\_\_\_.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Name of Principal: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

*(If corporation, affix seal)*

Name of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

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

*(Affix corporate seal)*

-----  
*(Attach acknowledgement of signature of Surety. This bond must be recorded.)*

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## VI PROPOSAL QUESTIONNAIRE

Please complete the following questionnaire. Proposals which do not include this questionnaire in a completed format will be considered non-responsive and will be rejected. All questions must have a response. *(Use additional paper.)*

- 1) Does the individual proposing firm, any participating firm in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following context?

"No person performing services for the Lassen Transit Service Agency in connection with any project resulting from this proposal shall have financial or other personal interest, other than employment or retention by the LTSA, in any contract or subcontract in connection with such project. No officer or employee of such person performing services for the LTSA shall have any financial or other personal interest in any real property acquired for any such project, unless such interest is openly disclosed upon the public records of the LTSA and such officer, employee or person has participated in property acquisition for or on behalf of the LTSA."

- 2) State the number of years the proposer has provided or managed publicly funded transit services. List time spans and describe the service provided *(including annual revenue vehicle mileage, number and size of vehicles, size of service area, client group served, and amount of firebox revenue collected annually for each system referenced)*. Identify the responsible individual, providing his/her phone number, who can verify service. Attach additional description material, if necessary; however, please complete the following:

Indicate years of experience in service:

System Name:		System Address:	
Dates of Service:	Annual Service Miles:	Number of Vehicles:	Size of Vehicles:
Annual Fare Revenue:	Contact Telephone:	Contact Name:	

- 3) Specifically identify and describe the experience and qualifications of the proposed on-site General Manager. *(Please attach a resume.)* Identify where this person obtained the required experience described in the "Minimum Qualifications" section of the RFP. Identify a responsible individual *(including phone number)* who can verify the proposed on-site General Manager's experience. If the proposed Operations Manager obtained his or her experience with the Proposer's

firm, proposer certifies that the proposed General Manager has the requisite experience.

- 4) Describe your firm's knowledge of the LRB public transit service, including funding sources and the restrictions on the funding sources. Indicate ideas, if any, your firm has that may improve the current operation of the LRB.
- 5) Describe your firm's knowledge and experience with the Transportation Development ACT, focusing primarily on the establishment of charter service rates and fare box recovery as they pertain to the LRB.
- 6) Describe your firm's knowledge and experience with rules and regulations set forth in the Americans with Disabilities ACT in areas as they pertain to the LRB.
- 7) Attach at least four (4) recent CHP safety compliance reports (*or other applicable law enforcement safety-related reports*) which pertain to transit services operated by your firm.
- 8) Has your firm received an "unsatisfactory" rating from a law enforcement or any other regulatory agency with regard to maintenance, records or facility at any time during the past five (5) years?
- 9) Has your firm been cited over the past five (5) years from any regulatory agency for improper maintenance or for accidents caused by improper maintenance?
- 10) Is there any recent, current or pending litigation involving your firm due to accidents which have resulted in death or injury from operation of a bus system? (*"Recent" shall be defined as any judgment entered or settlement reached within the past five (5) years which resulted in a dismissal of a lawsuit.*) If yes, specify court and number of the case.
- 11) Please list the number of miles between preventable collision accidents for systems operated by your firm during each of the past two (2) consecutive years.
- 12) Attach your firm's 2015 Income Statement and Balance Sheet.
- 13) Are there any past, current or pending financial/legal issues which might jeopardize your firm's ability to provide services per the requirements of the attached Agreement at the prices quoted by you? If yes, give details.
- 14) Describe other organizational resources and services which your firm will provide as part of this Agreement at no additional charge.
- 15) How many miles per year will you operate LTSA provided buses out of service?

Deadhead miles: \_\_\_\_\_ miles

Training/Testing/Other: \_\_\_\_\_ miles

- 16) Specifically identify and describe your proposed approach to providing maintenance services. Identify the experience and qualifications of lead maintenance person or firm providing the maintenance services. Provide references for the personnel or firm proposed to provide maintenance on LTSA and Contractor supplied equipment
- 17) Describe your firm's proposed PMI program for all buses, components and equipment to be used in LRB public transit service, including, but not limited to engine, transmission, brakes, chassis, wheelchair lifts, air conditioning, fare boxes, batteries, and two-way radios.

Attach proposed documents to be used in PMI program. Description of PMI program should include both mileage and time intervals and should reflect PMI levels covered on a vehicle's first 150,000 miles of life and beyond.

- 18) Describe the maintenance tools, supplies, support equipment, and other equipment which will be provided by your firm at the maintenance facility and office. Compare to the minimum requirements of the RFP.
- 19) Attach the proposed driver pre and post trip inspection forms which will be used by drivers for bus inspection each shift, including specific emphasis on wheelchair lift inspection.
- 20) Describe your firm's proposed spare parts inventory program for vehicles/components/equipment being used in LTSA service.
- 21) Describe what steps your firm will undertake to expeditiously repair/replace vehicles/equipment damaged or destroyed while in your possession.
- 22) Describe your firm's proposed security program for LTSA provided buses, equipment and fare revenue.
- 23) Present a proposed organizational chart. Then, please list the proposed number of positions and responsibilities as well as the proposed number of hours and wage scale of those positions dedicated to the LRB operation, in the format indicated below. *(Include management, office, dispatch, driver, mechanic and service personnel.)*

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**SERVICES PROGRAM**

Job Classification	Number of Positions	Number of Hours	Wage Scale per hour	Average Hourly Wage
Operations Assistant				
Responsibilities:				
Mechanic(s)				
Responsibilities:				
Drivers:				
Responsibilities:				
Dispatchers:				
Responsibilities:				

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- 24) Please describe the fringe benefits package which will be provided, including a description of services, dollar value of such benefits, and the positions to which such benefits shall apply.
- 25) What is your firm's proposal with regard to use of the current Contractor's employees? *(Be thorough.)*
- 26) Describe your firm's proposed program to accommodate "no-shows," absenteeism, vacation and turnover of employees. *(What assurance does the LTSA have that the required services will be provided on a timely basis?)*
- 27) Describe in detail the training/evaluation/ongoing safety program being proposed for drivers, dispatchers, supervisors, and information service personnel. Include in your description the proposed areas covered, frequency, minimum number of hours per employee, etc. Attach any proposed personnel policy.
- 28) Describe in detail your firm's experience in providing transportation services. Describe the training program that will be used for dispatchers and drivers.
- 29) Describe in detail your firm's experience in providing transportation services for the elderly and disabled. What specific training do you provide to ensure that drivers and dispatchers are able to respond to the special needs of the elderly and disabled?
- 30) Attach an example of your firm's proposed Management Information System which will be used to report the operational/financial data required in the "Scope of Work."
- 31) Indicate in brief, why you consider your firm to be the best to perform this Contract. Please indicate any new or creative ideas that would provide the LTSA with a high quality, safe, efficient and responsive transit operation.
- 32) Describe in detail your specific plan for the transition from the existing program of services through start-up and implementation of the services you propose.

## HOLIDAYS

LRB does not operate on Sundays or on New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Day After, Christmas Eve and Day. This schedule is subject to changes so please pay attention to notices posted on the buses.

## BUS REGULATIONS

- ❖ Avoid unnecessary conversation with the driver while the bus is in motion.
- ❖ Carriages and strollers must be folded and out of the aisle.
- ❖ Eating or drinking open containers is not allowed on the buses.
- ❖ **NO SMOKING** in or around buses, bus stops and bus shelters. *This includes e-cigarettes.*
- ❖ Pets, other than service animals, must be kept in pet carriers.
- ❖ Shirts and shoes must be worn while on the bus.
- ❖ Defacing LRB property in any way will not be tolerated.
- ❖ Music/video devices are allowed only when headphones are used.
- ❖ Weapons of any kind will not be tolerated in or around LRB facilities or vehicles.
- ❖ Profanity (*swearing or cursing*) is not allowed.
- ❖ **NO LITTERING** on buses, bus stops or bus shelters.
- ❖ Unruly or bothersome behavior is not allowed.
- ❖ Children 10 years of age or under must be accompanied by an adult.
- ❖ Up to 3 children under age 6 ride for free; after that the reduced fare applies
- ❖ Do not block the exit. Please leave the front seats vacant for persons who are elderly or have a disability.

## CUSTOMER SERVICE

### LOST & FOUND

Items left on a bus are turned into the LRB Office at 701-980 Johnstonville Road. You can check on Lost and Found items by calling 530-252-7433.

### MOBILITY DEVICES & WHEELCHAIRS

All LRB buses are equipped to accommodate mobility devices and contain two wheelchair securements. The LRB driver will assist you.

### SUGGESTIONS, COMMENTS or COMPLAINTS

Your comments, suggestions and complaints are important! Please call or write us about LRB service:

#### Lassen Transit Service Agency

707 Nevada Street, Suite 4, Susanville, CA 96130  
Phone: 530-251-8305

Paratransit Services Local Office: 530-252-7433

Corp. Office: 360-377-7176

530-252-RIDE (7433)



# Rider's Guide



Lassen Rural Bus is now on Facebook,  
Check us out and "Like Us"  
for updates on LRB Service or Events

EFFECTIVE MARCH 2015

## RIDING THE BUS IS EASY

1. **CHECK YOUR MAP & SCHEDULE** for the bus route locations and times that best suit your needs.
2. Arrive at least ten minutes before your bus is scheduled to depart.
3. **RURAL AREAS**—Flag down the bus by waving your hand at any safe location proceeding in the correct direction along the route. Weather conditions may prevent stopping at some "flag" locations. Wear reflective clothing and/or carry a light when dark.  
**CITY ROUTE**—You must wait at designated bus stops or bus shelters for pickups and drop offs.
4. Have your **EXACT FARE** ready to drop into the fare box. **(Driver DOES NOT carry change.)** *You will not be allowed to board if you don't have fare or a valid pass.*
5. When you are about a block from your stop, pull the destination cord which is located along each side of the bus. Otherwise inform the bus driver if you wish another stop, available on "Flag Routes" only.
6. **DRIVERS MUST LEAVE ON TIME.** Please be ready at the designated time and place.

## BUS PASSES & FARES

All bus routes have Monthly & Daily Passes available. You may purchase a pass for any route at the LRB Office, designated outlets or on the bus. Individual fare information for specific routes can be found on the route maps in the Guide. Reduced fares are available for students, seniors (over age 60), children under 6 years old, and disabled riders. For information call the office at 530-252-7433.

### COLLEGE PASSES

All registered Lassen Community College students receive free LRB bus service. Show your current LCC Student ID card. **NOTE: College passes are valid during the current semester enrolled and expire at the end of that semester.**

### KOOL KID PASSES

These are available to children ages 6 to 17 and are valid from Memorial Day through Labor Day.

PASSES	GENERAL	REDUCED	w/BASE ACCESS
Monthly	\$90	\$45	N/A
Kool Kid	\$15	N/A	N/A
Daily MTBP*	\$5	\$2.50	\$6.50
Daily Systemwide	\$5	\$2.50	\$5.50
Commuter MTBP*	\$90	N/A	\$105
Commuter	\$90	N/A	\$105

\*Mass Transit Benefit Program

## BUS ROUTES

Lassen Rural Bus public transit service provides Commuter Route service, Fixed Route service, Deviated Fixed Route service, and Demand Response Route service. A Deviated Fixed Route bus may deviate up to 3/4 of a mile off the regular route. Please see route maps in the Rider's Guide for complete information on each route.

In addition to the above routes, Lassen Rural Bus offers the following services:

### DIAL-A-RIDE SERVICE

Is provided as complementary service to the Susanville City Route providing door to door transportation to customers who are 60 years of age & over or are disabled. **Note—Dial-A-Ride service requires a 1 day in advance reservation.** To qualify for this service, applications must be obtained and returned for approval to the LRB office. Please contact LRB at 530-252-7433 for more information.

### RENO BUS SERVICE

Lassen Transit Service Agency has partnered with the Modoc Transit Agency for bus service to Reno, Nevada on, Mondays, Wednesdays, and Fridays. The service is provided by the Modoc Sage Stage. You must call the Sage Stage at 530-233-6410 to reserve a seat.

### CHARTER BUS SERVICE

Charter service may be available after determination of service eligibility. **Call 530-251-8305 for more information on service availability. Special conditions apply.**

### PLUMAS COUNTY TRANSIT CONNECTION

LRB connects with Plumas Transit in the town of Chester using the West County bus. Call 252-7433 for details.

## SERVICE INTERRUPTIONS

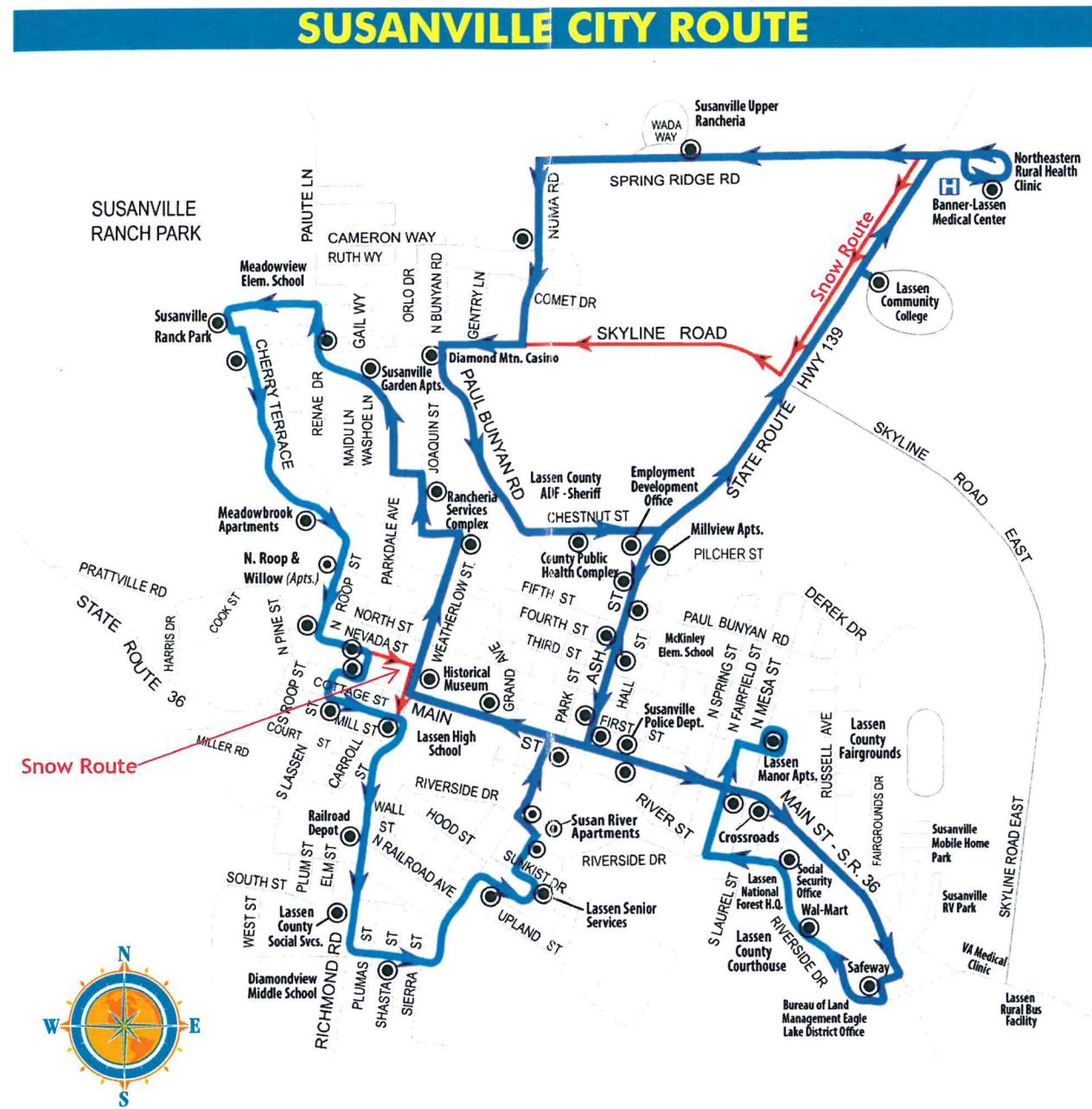
All LRB routes are subject to interruptions due to adverse weather conditions such as snow or high winds. Snow routes are indicated on individual route maps. When weather conditions are poor call LRB at 530-252-7433, CHP at 530-257-2191 or Caltrans 800-427-7623 for road conditions. You can also check our Facebook page for current route information or call the LRB office at 530-252-7433.

For more detailed information on the Lassen Rural Bus public transit system and services please visit our website:

[www.lassentransportation.com](http://www.lassentransportation.com)

**SUSANVILLE CITY ROUTE**—Provides route service to schools, governmental, residential and commercial areas within the city limits of Susanville. Route runs Monday through Saturday, except on holidays which are listed in the back of the Rider's Guide. You must be at a designated bus stop location noted on route map for pick-up and drop-off service; there is no flag service. **Saturday Bus Service ONLY RUNS BETWEEN the hours of 8:00 AM & 3:52 PM. TIMES WHERE SATURDAY ROUTE DOES NOT RUN, ARE SHADED.**

BUS STOP LOCATIONS	MORNING ROUTE					AFTERNOON/EVENING ROUTE						
1 Riverside Drive	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00
2 Social Security Office												
3 S. Fairfield & Main St.												
4 Lassen Manor Apts.												
5 Susanville Police Station												
6 Susanville IGA Market												
7 Lassen Historical Museum	7:09	8:09	9:09	10:09	11:09	12:09	1:09	2:09	3:09	4:09	5:09	6:09
8 Weatherlow & Chestnut												
9 Glenn & Joaquin St.												
10 Susanville Garden Apts.												
11 Woodside & Paiute Ln.												
12 Susanville Ranch Park												
13 Cherry Terrace												
14 Meadowbrook Apts.												
15 N. Roop & Willow Apts.												
16 N. Roop & Nevada St.												
17 City & County Offices	7:19	8:19	9:19	10:19	11:19	12:19	1:19	2:19	3:19	4:19	5:19	6:19
18 Gay & Main St.												
19 S. Lassen & Cottage St.												
20 Credence High School												
21 Railroad Depot												
22 Lassen Social Services												
23 Modoc St. & Shasta St.												
24 Orange & Limoneria												
25 Senior Nutrition Center												
26 Susan River Apartments												
27 Alexander & Riverside												
28 Burger King/Chevron Gas	7:31	8:31	9:31	10:31	11:31	12:31	1:31	2:31	3:31	4:31	5:31	6:31
29 Main & Ash St. (Hwy 139)												
30 4th & Ash Streets												
31 Bunyan & Ash Streets												
32 Millview Apartments												
33 Lassen Community College	7:37	8:37	9:37	10:37	11:37	12:37	1:37	2:37	3:37	4:37	5:37	6:37
34 Banner Lassen Hospital												
35 Upper Rancheria												
36 Numa & Cameron												
37 Casino	7:45	8:45	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:45	6:45
38 Public Health Complex												
39 EDD/Alliance for WF Dev.												
40 Bunyan & Ash Streets												
41 4th & Ash Streets												
42 Ash & 1st Streets												
43 Main St. & S. McDow												
44 Main St. & S. Mesa St.												
45 Safeway Shopping Center	7:52	8:52	9:52	10:52	11:52	12:52	1:52	2:52	3:52	4:52	5:52	6:52



BUS FARES						
SUSANVILLE CITY ROUTE						
PER RIDE		DAILY PASS		MONTHLY PASS		DIAL-A-RIDE
General	Reduced	General	Reduced	General	Reduced	PER RIDE
\$1	50¢	\$3	\$1.50	\$40	\$20	\$1.75
Taxi Vouchers May Be Used On Dial-A-Ride						

# EAGLE LAKE ROUTE MAP



## EAGLE LAKE BUS FARES

GENERAL		REDUCED		DESTINATION					
		RIVERSIDE DRIVE	DIAMOND MOUNTAIN CASINO	MAIN & GAY	LAKE FOREST DR. @ EAGLE LAKE RD.	GALLATIN MARINA/BEACH	SPALDING—EAGLE LAKE STORE	BUCK'S BAY	MARINER'S RESORT—STONES
<b>\$1.00</b>	50¢		\$1	\$1	\$2	\$2	\$3	\$3	\$3
<b>\$2.00</b>	\$1.00	\$1		\$1	\$2	\$2	\$3	\$3	\$3
<b>\$3.00</b>	\$1.50	\$1	\$1		\$2	\$2	\$3	\$3	\$3
<b>BOARDING LOCATION</b>		\$2	\$2	\$2	\$2		\$3	\$3	\$3
RIVERSIDE DRIVE						\$2	\$3	\$3	\$3
DIAMOND MOUNTAIN CASINO		\$1				\$2	\$3	\$3	\$3
MAIN & GAY		\$1	\$1			\$2	\$3	\$3	\$3
LAKE FOREST DR. @ EAGLE LAKE RD.		\$2	\$2	\$2		\$2	\$3	\$3	\$3
SPALDING—EAGLE LAKE STORE		\$2	\$2	\$2	\$2		\$3	\$3	\$3
BUCK'S BAY		\$3	\$3	\$3	\$3	\$3		\$2	\$2
LEAVITT LAKE STORE		\$3	\$3	\$3	\$3	\$3	\$2		\$2
MARINER'S RESORT—STONES		\$3	\$3	\$3	\$3	\$3	\$2	\$2	

TO CALCULATE THE CORRECT BUS FARE: Find Your **BOARDING LOCATION** to the left, then find your **DESTINATION** across the top. Where the two meet in the table is the correct fare.

**EAGLE LAKE DEMAND RESPONSE ROUTE**—Provides service on Saturdays along the west side of Eagle Lake starting and ending in Susanville. Service begins Saturday of the Memorial Day weekend. Two round trips provided per day. Service ends on Labor Day weekend **OR**, weather permitting, the final Saturday of September. *Please call Lassen Rural Bus, check the Facebook page, or check on board the buses for the most current information.*

## EAGLE LAKE BUS SCHEDULE—SATURDAYS ONLY

(Except Selected Holidays Listed In The Rider's Guide)

### MORNING/MID-DAY RUN

<b>DEPARTS</b> Riverside Drive	10:00
Diamond Mountain Casino	10:07
Main & Gay Street	10:12
Lake Forest Drive & Eagle Lake Road	10:20
Gallatin Marina/Beach	10:50
Spalding (Eagle Lake General Stor)	11:15
Buck's Bay @ Lakeside Drive	11:25
<b>ARRIVES</b> Mariner's Resort @ Stone's Landing	11:31
<b>DEPARTS</b> Mariner's Resort @ Stone's Landing	11:35
Buck's Bay @ Lakeside Drive	11:42
Spalding (Eagle Lake General Store)	11:52
Gallatin Marina/Beach	12:25
Lake Forest Drive & Eagle Lake Road	12:55
Main & Gay Street	1:05
Diamond Mountain Casino*	1:10
<b>ARRIVES</b> Riverside Drive	1:15

### EVENING ROUTE

<b>DEPARTS</b> Riverside Drive	3:00
Diamond Mountain Casino	3:07
Main & Gay Street	3:12
Lake Forest Drive & Eagle Lake Road	3:20
Gallatin Marina/Beach	3:50
Spalding (Eagle Lake General Store)	4:15
Buck's Bay @ Lakeside Drive	4:25
<b>ARRIVES</b> Mariner's Resort @ Stone's Landing	4:31
<b>DEPARTS</b> Mariner's Resort @ Stone's Landing	4:35
Buck's Bay @ Lakeside Drive	4:42
Spalding (Eagle Lake General Store)	4:52
Gallatin Marina/Beach	5:25
Lake Forest Drive & Eagle Lake Road	5:55
Main & Gay Street	6:05
Diamond Mountain Casino*	6:10
<b>ARRIVES</b> Riverside Drive	6:15

\*This stop will be skipped if there are no riders wishing to be dropped off.

### Did You Know...

Lassen Rural Bus is a great source for recreational use as well as providing regular public transportation service? Our buses and some of our bus routes make it very easy to be able to connect to the many miles we enjoy for hiking and biking. All of our transit fleet buses provide bicycle carrying capacity which can get you to the Bizz Johnson Hiking and Biking trail, where you can enjoy the entire 24 mile trail or portions thereof. Simply drop your vehicle where you intend to end your excursion and take the Lassen Rural Bus West County route from Susanville to either Westwood or for a shorter trip the Devil's Corral bus stop then ride or hike back to your vehicle.

With the Eagle Lake bus route you are able to enjoy a beautiful paved trail system maintained by the Lassen National Forest that runs along the southern portion of Eagle Lake or you can "share the road" further north to the community of Spalding or even Stones Landing

at the northern end of the lake. The choice is all up to you and your biking capability.

Finally, service is available to one of the newest additions to the Lassen County biking/ hiking experience, the Susanville Ranch Park where you can enjoy 22 miles of bike trails with varying degrees of difficulty, as well as more moderate hiking trails. Here you will be able to experience some of the most challenging trail systems available anywhere in Northern California.



**VISIT THEIR WEBSITE AT:**

[www.susanvillerranchpark.com](http://www.susanvillerranchpark.com)

for more trail information.

Remember, whatever you choose, Lassen Rural Bus is able to get you there. Visit our website at [www.lassentransportation.com](http://www.lassentransportation.com)

**SOUTH COUNTY COMMUTER ROUTE**—Buses provide service between Susanville and the Sierra Army Depot with stops along the way in Johnstonville, Janesville and Milford. **Does not run on Fridays or Federal Holidays.**

**SOUTH COUNTY COMMUTER**

**MORNING COMMUTER ROUTE**

Riverside Drive	5:13
US 395 & SR 36 (Junction Park & Ride)	5:20
Janesville (Park & Ride)	5:30
Milford (Milford Store)	5:45
Pass & ID/Herlong Market	5:55
SIAD Gate (Exit)	6:25

**AFTERNOON COMMUTER ROUTE**

Herlong (SIAD Gate)	5:00
Pass & ID/Herlong Mkt.	
Milford (Milford Store)	
Janesville (Park & Ride)	
Janesville (Payless Gas)	5:55
US 395 & SR 36 (Junction Park & Ride)	
Riverside Drive	6:15

**NIGHT SHIFT COMMUTER**

**AFTERNOON ROUTE**

<b>DEPARTS</b> Riverside Drive	3:00
<b>ARRIVES</b> At Depot	4:00
<b>ARRIVES</b> In Susanville	4:45

**MORNING ROUTE**

<b>DEPARTS</b> (Lassen Rural Bus Yard)	2:00
<b>ARRIVES</b> At Depot	2:45
<b>ARRIVES</b> In Susanville	3:50

**SOUTH COUNTY to SUSANVILLE DEVIATED FIXED ROUTE**—Provides service from the communities of Herlong, Doyle, Milford and Janesville to Susanville in the mornings and in the afternoon from Susanville to Janesville, Milford, Doyle, and Herlong with stops along the way. **Does not run on Fridays or Federal Holidays.**

**SOUTH COUNTY TO SUSANVILLE**

**MORNING ROUTE**

Herlong (Fort Sage Family Resource Center)	6:35
Herlong (RV Park)	6:40
Doyle (Post Office)	6:55
Doyle (Senior Center)	7:00
Milford	
Janesville (Payless Gas)	7:35
Riverside Drive	7:54
Susanville (Lassen Community College)	8:00
Susanville (Banner Lassen Medical Center)	8:04

**AFTERNOON ROUTE**

Susanville (Banner Lassen Medical Center)	3:05
Susanville (Lassen Community College)	3:09
Riverside Drive	3:15
Janesville (Payless Gas)	3:35
Doyle (Post Office)	4:05
Doyle (Senior Center)	4:15
Herlong (RV Park)	4:35
Herlong (Fort Sage Family Resource Center)	4:40

**ZONAL BUS RATES** were adopted by the Lassen Transit Service Agency on November 5, 2007. One way bus trip rates on all Lassen Rural Bus routes other than the City Fixed Route require \$2 to board the bus and one additional dollar for each 15 mile line crossed until you reach your destination. Please ask your bus driver if you need assistance in determining your fare.



**SOUTH COUNTY COMMUTER & SOUTH COUNTY TO SUSANVILLE ROUTES**



**SOUTH COUNTY BUS FARES**

	GENERAL	REDUCED	DESTINATION											
			RIVERSIDE DRIVE	LASSEN COMMUNITY COLLEGE	BANNER LASSEN MEDICAL CENTER	US 395/SR 36 (Park & Ride)	JANESVILLE (Park & Ride)	JANESVILLE (Payless Gas)	MILFORD	HERLONG MARKET	HERLONG (Mobile Home RV Park)	DOYLE POST OFFICE	DOYLE SENIOR CENTER	
<b>BOARDING LOCATION</b>	\$2.00 \$3.00 \$4.00	\$1.00 \$1.50 \$2.00												
RIVERSIDE DRIVE			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
LASSEN COMMUNITY COLLEGE			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
BANNER LASSEN MEDICAL CENTER			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
US 395/SR 36 (Park & Ride)			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
JANESVILLE (Park & Ride)			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
JANESVILLE (Payless Gas)			\$2	\$2	\$2	\$2	\$2	\$3	\$4	\$4	\$4	\$4	\$4	\$4
MILFORD			\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
HERLONG MARKET			\$4	\$4	\$4	\$4	\$4	\$4	\$3	\$2	\$2	\$2	\$2	\$2
HERLONG (Mobile Home RV Park)			\$4	\$4	\$4	\$4	\$4	\$4	\$3	\$2	\$2	\$2	\$2	\$2
DOYLE POST OFFICE			\$4	\$4	\$4	\$4	\$4	\$4	\$3	\$2	\$2	\$2	\$2	\$2
DOYLE SENIOR CENTER			\$4	\$4	\$4	\$4	\$4	\$4	\$3	\$2	\$2	\$2	\$2	\$2

**TO CALCULATE THE CORRECT BUS FARE:** Find Your **BOARDING LOCATION** to the left, then find your **DESTINATION** across the top. Where the two meet in the table is the correct fare.

# EAST COUNTY ROUTE



## EAST COUNTY BUS FARES

BOARDING LOCATION	GENERAL		REDUCED		DESTINATION										
	\$2.00	\$3.00	\$1.00	\$1.50	HERLONG (Herlong Market)	HERLONG (Mobile Home RV Park)	US 395 @ THE MARK	MILFORD (Across Old Milford Store)	STANDISH (All Locations)	LITCHFIELD (Heard's Market)	LEAVITT LAKE STORE	JOHNSTONVILLE STORE	RIVERSIDE DRIVE	LASSEN COMMUNITY COLLEGE	
HERLONG (Herlong Market)	\$2.00	\$3.00	\$1.00	\$1.50											
HERLONG (Mobile Home RV Park)	\$2.00	\$3.00	\$1.00	\$1.50	\$2										
US 395 @ THE MARK	\$2.00	\$3.00	\$1.00	\$1.50	\$2	\$2									
MILFORD (Across Old Milford Store)	\$2.00	\$3.00	\$1.00	\$1.50	\$3	\$3	\$3								
STANDISH (All Locations)	\$2.00	\$3.00	\$1.00	\$1.50	\$4	\$4	\$4	\$3							
LITCHFIELD (Heard's Market)	\$2.00	\$3.00	\$1.00	\$1.50	\$3	\$3	\$3	\$2	\$3						
LEAVITT LAKE STORE	\$2.00	\$3.00	\$1.00	\$1.50	\$4	\$4	\$4	\$3	\$2	\$3					
JOHNSTONVILLE STORE	\$2.00	\$3.00	\$1.00	\$1.50	\$4	\$4	\$4	\$3	\$2	\$3	\$2				
RIVERSIDE DRIVE	\$2.00	\$3.00	\$1.00	\$1.50	\$4	\$4	\$4	\$3	\$2	\$3	\$2	\$2			
LASSEN COMMUNITY COLLEGE	\$2.00	\$3.00	\$1.00	\$1.50	\$4	\$4	\$4	\$3	\$2	\$3	\$2	\$2	\$2		

TO CALCULATE THE CORRECT BUS FARE: Find Your BOARDING LOCATION to the left, then find your DESTINATION across the top. The intersection of the row and column is the correct fare. Flag the Bus Anywhere Along the Route at Any Safe Location for a Pick-up.

**EAST COUNTY DEVIATED FIXED ROUTE**—Provides service from Herlong to Standish, Litchfield, Leavitt Lake, Johnstonville and Susanville in the mornings and in the afternoon from Susanville to Johnstonville, Leavitt Lake, Standish, Litchfield, Milford and Herlong with stops along the way.

EAST COUNTY ROUTE SCHEDULE (Monday To Thursday)			
MORNING ROUTE		AFTERNOON ROUTE	
Herlong Market	6:35	Lassen Community College	3:15
Herlong Mobile Home Park		Riverside Drive	
US 395 at The Mark		Susanville Mobile Home Park	
Across From Old Milford Store	6:52	Johnstonville Store	3:39
Lakecrest Drive at CR A-3		Leavitt Lake Store	3:50
CR A-3 at Sears Road		Standish (Wayside Inn)	
CR A-3 at Cook Road		Litchfield (Heard's Market)	
CR A-3 at Regina Road		Standish (Wayside Inn)	4:01
Standish (CR A-3 at US 395)	7:13	CR A-3 at Regina Road	
Litchfield (Heard's Market)		CR A-3 at Cook Road	
Standish (Day's End RV Park)		CR A-3 at Sears Road	
Leavitt Lake Store		Lakecrest Drive at CR A-3	
Johnstonville Store	7:38	Old Milford Store	4:22
Susanville Mobile Home Park		US 395 at The Mark	
Riverside Drive	7:48	Herlong Mobile Home Park	
Lassen Community College	7:55	Herlong Market	6:35

**EAST COUNTY FRIDAY ROUTE:** Provides Service from Susanville to East County & South County Locations.

EAST COUNTY ROUTE SCHEDULE			
MORNING ROUTE		AFTERNOON ROUTE	
Riverside Drive	8:20	Lassen Community College	1:00
Janesville (Payless Gas)	8:37	Riverside Drive	1:10
Herlong Market	9:07	Susanville Mobile Home Park	1:17
Herlong Mobile Home Park	9:22	Johnstonville Store	1:22
The Mark	9:32	Leavitt Lake Store	1:27
Old Milford Store	9:39	Standish (Wayside Inn & US 395)	1:42
Standish (Wayside Inn & US 395)	10:00	Litchfield (Heard's Market)	1:48
Litchfield (Heard's Market)	10:06	Standish (Wayside Inn)	1:53
Standish (Wayside Inn)	10:11	Old Milford Store	2:14
Leavitt Lake Store	10:26	Herlong Mobile Home Park	2:31
Johnstonville Store	10:31	Herlong Market	2:41
Lassen Community College	10:43	Janesville (Payless Gas)	3:16
Riverside Drive	10:50	Riverside Drive	3:31

**EAST COUNTY MODIFIED FEDERAL HOLIDAY ROUTE:** Provides Service from Susanville to East County & South County Locations on Columbus Day and Veteran's Day.

EAST/SOUTH COUNTY MODIFIED ROUTE SCHEDULE			
MORNING ROUTE		AFTERNOON ROUTE	
Riverside Drive	6:13	Lassen Community College	3:00
US 395/SR 36 (Park & Ride)	6:20	Riverside Drive	3:08
Janesville (Park & Ride)	6:30	Johnstonville Store	3:18
Old Milford Store	6:45	Leavitt Lake Store	3:23
Fort Sage Family Resource Center	6:55	Litchfield (Heard's Market)	3:31
Herlong Market	7:00	Standish (Wayside Inn @ US 395)	3:37
Herlong Mobile Home Park	7:04	Janesville (Main Street/Payless Gas)	3:51
Doyle Post Office	7:25	Janesville (Park & Ride)	3:54
Doyle Senior Center	7:32	Old Milford Store	4:04
Janesville (Main Street/Payless Gas)	8:05	Herlong Mobile Home Park	4:16
Standish (Wayside Inn @ US 395)	8:25	Herlong Market	4:22
Litchfield (Heard's Market)	8:30	Fort Sage Family Resource Center	4:25
Leavitt Lake Store	8:40	Doyle Post Office	4:35
Johnstonville Store	8:45	Doyle Senior Center	4:39
Lassen Community College	8:55	US 395/SR 36 (Park & Ride)	5:16
Riverside Drive	9:13	Riverside Drive	5:22

**WEST COUNTY DEVIATED FIXED ROUTE**—Provides round trip service between Susanville, Westwood, Lake Almanor, and Chester (*Plumas County*) three times per day during the week and twice on Saturdays.

### WEST COUNTY ROUTE SCHEDULE

(Times Noted Below are for Regular Monday Through Friday Route Service)

MORNING ROUTE		MID-DAY ROUTE		EVENING ROUTE	
Riverside Drive	5:21	Riverside Drive	12:10	Riverside Drive	5:15
Main & Gay Street	5:26	Lassen Community College	12:17	Lassen Community College	5:22
Devil's Corral	5:37	Diamond Mountain Casino	12:22	Diamond Mountain Casino	5:27
Westwood (Fire Hall)	6:01	Main & Gay Street	12:27	Main & Gay Street	5:32
Clear Creek (Community Park)	6:07	Devil's Corral	12:38	Devil's Corral	5:43
Hamilton Branch (Diner)	6:13	Westwood (Fire Hall)	1:02	Westwood (Fire Hall)	6:07
<b>ARRIVE</b> Chester (Holiday Mkt.)	6:25	Clear Creek (Community Park)	1:08	Clear Creek (Community Park)	6:13
<b>DEPART</b> Chester (Holiday Mkt.)	6:30	Hamilton Branch (Diner)	1:14	Hamilton Branch (Diner)	6:19
Hamilton Branch (Strip Mall)	6:42	<b>ARRIVE</b> Chester (Holiday Mkt.)	1:26	<b>ARRIVE</b> Chester (Holiday Mkt.)	6:31
Clear Creek	6:48	<b>DEPART</b> Chester (Holiday Mkt.)	1:31	<b>DEPART</b> Chester (Holiday Mkt.)	6:36
(Across from Community Park)	6:54	Hamilton Branch (Strip Mall)	1:43	Hamilton Branch (Strip Mall)	6:48
Westwood (Community Center)	7:26	Clear Creek	1:49	Clear Creek	6:54
Main & Gay Street	7:34	(Across from Community Park)	1:55	(Across from Community Park)	7:00
Lassen Community College		Westwood (Community Center)	2:27	Westwood (Community Center)	7:32
		Main & Gay Street	2:27	Main & Gay Street	7:39
		Lassen Community College	2:35	Riverside Drive	

*"Flag" the Bus Anywhere Along the Route at any Safe Location for a Pick-up.*

### LRB BICYCLE GUIDE

Each bus on the LRB system is equipped with a bicycle rack that will hold two bikes. Cyclists are responsible for loading and securing their own bikes.

**Your safety is important.** In order to provide the safest possible use of the bike racks, please follow the following directions when using the bicycle racks.

1. Have your bike ready to load. Remove water bottles, pumps or any loose items that might fall off when the bus is in motion.
2. Tell the bus driver that you are loading a bicycle. **DON'T ASSUME THE DRIVER SEES YOU.**
3. Load and unload from the curbside only. Don't step out into traffic.
4. Pull up on the handle to release and fold down the bike rack
5. Lift your bicycle onto the rack, fitting the wheels into the slots. Each slot is labeled for front and rear tires.



6. Raise the spring loaded support arm over the top of the front tire. Make sure the support arm is resting on the tire and not the fender or frame.

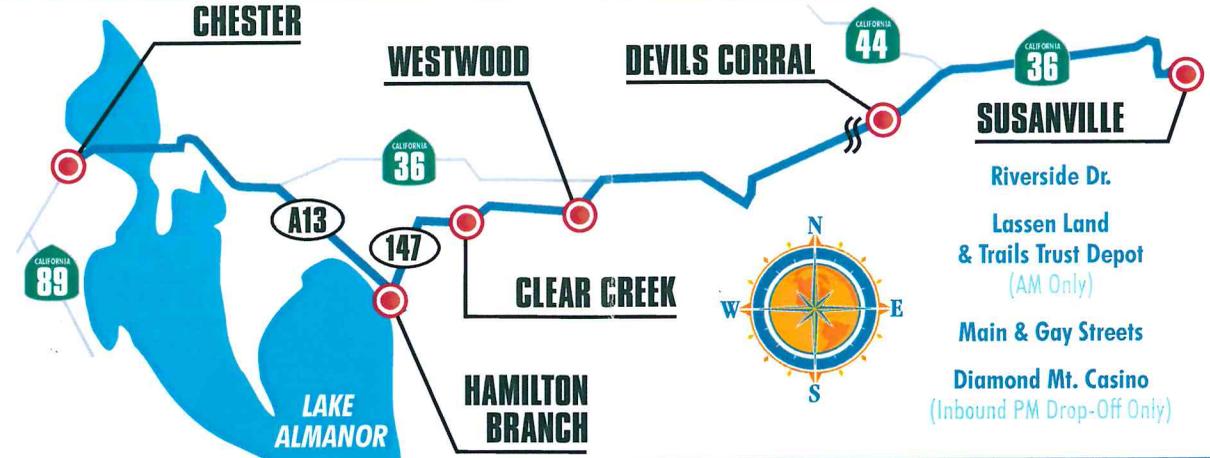


**When unloading your bicycle, please follow the following directions.**

1. Tell the bus driver that you are planning on unloading your bicycle.
2. Raise the support arm off the tire and down out of your way. Lift your bicycle out of the rack.
3. Refold the rack up into the locked position if no other bicycle is in the rack.
4. Tell the bus driver that you are done unloading.



### WEST COUNTY ROUTE



### WEST COUNTY SATURDAY ROUTE SCHEDULE (There is no Mid-Day Trip on Saturday West Country Route)

MORNING ROUTE		AFTERNOON ROUTE	
Riverside Drive	8:20	Riverside Drive	4:00
Lassen Land & Trail Depot (AM Only)	8:30	Diamond Mountain Casino	4:08
Main & Gay Street	8:35	Main & Gay Street	4:13
Devil's Corral	8:46	Devil's Corral	4:23
Westwood (Fire Hall)	9:10	Westwood (Fire Hall)	4:49
Clear Creek (Community Park)	9:16	Clear Creek (Community Park)	4:55
Hamilton Branch (Diner)		Hamilton Branch (Diner)	
<b>ARRIVES</b> Chester (Holiday Market)	9:34	<b>ARRIVES</b> Chester (Holiday Market)	5:13
<b>DEPARTS</b> Chester (Holiday Market)	9:39	<b>DEPARTS</b> Chester (Holiday Market)	5:18
Hamilton Branch (Strip Mall)		Hamilton Branch (Strip Mall)	
Clear Creek (Across From Community Park)	9:57	Clear Creek (Across From Community Park)	5:36
Westwood (Community Center)	10:03	Westwood (Community Center)	5:42
Main & Gay Street	10:35	Main & Gay Street	6:14
Diamond Mountain Casino (Drop Off Only)	10:43	Riverside Drive	6:22
Riverside Drive	10:53		

**TO CALCULATE THE CORRECT BUS FARE:** Find Your **BOARDING LOCATION** to the left, then find your **DESTINATION** across the top. Where the two meet in the table is the correct fare. Flag the Bus Anywhere Along the Route at Any Safe Location for a Pick-up.

### WEST COUNTY BUS FARES

BOARDING LOCATION	GENERAL	REDUCED	DESTINATION								
			RIVERSIDE DRIVE	LASSEN COLLEGE	DIAMOND MOUNTAIN CASINO	MAIN & GAY	DEVIL'S CORRAL	WESTWOOD	CLEAR CREEK	HAMILTON BEACH	CHESTER
RIVERSIDE DRIVE	\$2.00	\$1.00		\$2	\$2	\$2	\$2	\$3	\$3	\$3	\$4
LASSEN COLLEGE	\$3.00	\$1.50	\$2		\$2	\$2	\$2	\$3	\$3	\$3	\$4
DIAMOND MOUNTAIN CASINO	\$4.00	\$2.00	\$2	\$2		\$2	\$2	\$3	\$3	\$3	\$4
MAIN & GAY			\$2	\$2	\$2		\$2	\$3	\$3	\$3	\$4
DEVIL'S CORRAL			\$2	\$2	\$2	\$2		\$3	\$3	\$3	\$4
WESTWOOD			\$3	\$3	\$3	\$3	\$3		\$2	\$2	\$3
CLEAR CREEK			\$3	\$3	\$3	\$3	\$3	\$2		\$2	\$3
HAMILTON BRANCH			\$3	\$3	\$3	\$3	\$3	\$2	\$2		\$3
CHESTER			\$4	\$4	\$4	\$4	\$4	\$3	\$3	\$3	

# Overall System Total Worksheet

Worksheet Revised 6/22/2009

Fiscal Year 2008/2009	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
<b>COMPONENTS</b>													
Fare Box Ratio	17.5%	18.3%	64.0%	25.5%	12.6%	24.3%	25.2%	16.5%	22.6%	22.8%	19.8%	86.1%	30%
Total LRB Expenses (includes OOB)	\$ 92,718.16	\$ 61,379.34	\$ 59,138.71	\$ 61,479.50	\$ 53,792.56	\$ 55,705.43	\$ 56,562.01	\$ 54,331.66	\$ 57,515.16	\$ 56,013.94	\$ 54,111.74	\$ 16,605.96	\$ 679,354
LRB Fare Box Revenue - Collected on Bus	\$ 11,235.75	\$ 9,153.00	\$ 9,547.90	\$ 11,788.75	\$ 5,865.75	\$ 10,178.25	\$ 8,907.00	\$ 8,974.75	\$ 10,022.50	\$ 7,725.50	\$ 7,583.75	\$ 11,693.70	\$ 112,677
Other Revenue - Collected in Office	\$ 4,980.00	\$ 2,100.00	\$ 28,320.32	\$ 3,862.98	\$ 937.47	\$ 3,363.38	\$ 5,351.73	\$ -	\$ 2,990.35	\$ 5,040.00	\$ 3,123.71	\$ 2,607.00	\$ 62,677
Total LRB Revenue	\$ 16,215.75	\$ 11,253.00	\$ 37,868.22	\$ 15,651.73	\$ 6,803.22	\$ 13,541.63	\$ 14,258.73	\$ 8,974.75	\$ 13,012.85	\$ 12,765.50	\$ 10,707.46	\$ 14,300.70	\$ 175,354
Total Passengers	6,278	7,210	7,579	9,149	5,590	5,456	6,726	6,787	7,622	7,022	6,107	6,343	81,869
Average Fare	\$ 2.58	\$ 1.56	\$ 5.00	\$ 1.71	\$ 1.22	\$ 2.48	\$ 2.12	\$ 1.32	\$ 1.71	\$ 1.82	\$ 1.75	\$ 2.25	\$ 25.53
Passengers Per Day	241.46	267.04	303.16	315.48	243.04	218.24	269.04	295.09	293.15	270.08	244.28	234.93	3,195
Vehicle Miles	18,683	19,261	18,399	21,629	15,865	18,282	17,064	16,344	18,957	18,911	17,141	19,408	219,944
Vehicle Service Hours	962.83	992.79	941.54	1,084.94	829.95	949.45	894.65	846.65	974.65	961.90	894.65	1,000.49	11,334
Vehicle Service Days	26	27	25	29	23	25	25	23	26	26	25	27	307
<b>PERFORMANCE INDICATORS</b>													
Operating cost per passenger	\$ 14.77	\$ 8.51	\$ 7.80	\$ 6.72	\$ 9.62	\$ 10.21	\$ 8.41	\$ 8.01	\$ 7.55	\$ 7.98	\$ 8.86	\$ 2.62	\$ 101.05
Operating cost per VSH	\$ 96.30	\$ 61.83	\$ 62.81	\$ 56.67	\$ 64.81	\$ 58.67	\$ 63.22	\$ 64.17	\$ 59.01	\$ 58.23	\$ 60.48	\$ 16.60	\$ 722.81
Operating cost per VSM	\$ 4.96	\$ 3.19	\$ 3.21	\$ 2.84	\$ 3.39	\$ 3.05	\$ 3.31	\$ 3.32	\$ 3.03	\$ 2.96	\$ 3.16	\$ 0.86	\$ 37.29
Vehicle Serv. Miles per VSH	19.40	19.40	19.54	19.94	19.12	19.26	19.07	19.30	19.45	19.66	19.16	19.40	233
Vehicle Serv. Miles per Employee	1334.46	1375.79	1314.21	1544.93	1133.21	1305.86	682.56	628.62	702.11	700.41	1224.36	1386.29	13,333
<b>MV Operating Budget</b>													
Total LRB Expenses - Payment to MV	\$ 80,621.73	\$ 50,302.62	\$ 49,260.37	\$ 52,033.69	\$ 47,077.70	\$ 49,099.92	\$ 48,342.50	\$ 47,409.57	\$ 49,945.49	\$ 49,649.57	\$ 48,342.50	\$ 10,092.52	\$ 582,178.19
Out of Contractors Budget Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Expenses to MV Contract	\$ 80,621.73	\$ 50,302.62	\$ 49,260.37	\$ 52,033.69	\$ 47,077.70	\$ 49,099.92	\$ 48,342.50	\$ 47,409.57	\$ 49,945.49	\$ 49,649.57	\$ 48,342.50	\$ 10,092.52	\$ 582,178.19
MV amount over/under monthly budget (accum)	\$ (28,789.57)	\$ (27,260.02)	\$ (24,688.22)	\$ (24,889.74)	\$ (20,135.28)	\$ (17,403.04)	\$ (13,913.37)	\$ (9,490.78)	\$ (7,604.10)	\$ (5,421.50)	\$ (1,931.84)	\$ 39,807.81	\$ (141,719.64)
MV monthly average budget	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 51,832.17	\$ 621,986.00
MV budget remaining	\$ 541,364.27	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$ 98,242.83	\$ 49,900.33	\$ 39,807.81
<b>Total Net MV Budget Remaining</b>													
Employee Staffing per month	14.00	14.00	14.00	14.00	14.00	14.00	25.00	26.00	27.00	27.00	14.00	14.00	18.08
General Manager Hours	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,920.00
Operations Manger/Dsptch/Clerk Hours	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,920.00
LRB Mechanic Labor Hours	341.50	353.92	305.00	373.50	284.42	365.75	279.16	294.50	377.75	344.25	330.50	349.00	3,999.25
Driver Revenue Hours (All)	962.83	992.79	941.54	1,084.94	829.95	949.45	894.65	846.65	974.65	961.90	894.65	1,000.49	11,334.49
Training/Safety Hours	2.00	2.00	2.00	2.00	2.00	2.00	2.00	24.00	26.00	26.00	20.00	26.00	136.00
LSS Mechanic Labor Hours	7.50	15.25	3.50	15.00	7.49	6.75	14.00	23.25	7.50	15.00	7.00	10.50	132.74
Total Employee Hours	1,626.33	1,683.96	1,572.04	1,795.44	1,443.86	1,643.95	1,509.81	1,508.40	1,705.90	1,667.15	1,572.15	1,705.99	19,434.98
<b>Fuel/ Oil Information</b>													
Total Fuel Costs	\$ 11,324.45	\$ 10,241.10	\$ 8,912.48	\$ 8,693.25	\$ 5,113.81	\$ 4,454.20	\$ 4,383.57	\$ 4,056.05	\$ 4,705.70	\$ 4,435.85	\$ 4,568.37	\$ 5,780.32	\$ 76,669.15
Total Gallons Used	2,567.48	2,308.87	2,338.29	2,684.21	2,045.35	2,156.80	2,208.16	2,065.32	2,563.97	2,299.10	2,312.55	2,503.48	28,053.58
Miles Per Gallon	7.28	8.34	7.87	8.06	7.16	8.48	7.73	7.91	7.39	8.23	7.41	7.75	7.80
Total Oil Used (Non-Service Application)													
<b>VEHICLE MAINTENANCE COSTS</b>													
Total Maintenance Parts Cost Excluding Fuel	\$ 2,668.14	\$ 1,694.05	\$ 2,003.28	\$ 6,215.75	\$ 1,674.18	\$ 3,010.22	\$ 2,081.24	\$ 824.86	\$ 2,587.78	\$ 1,233.61	\$ 2,306.79	\$ 2,331.19	\$ 28,631.09
Maint. Costs per Service Mile	\$ 0.14	\$ 0.09	\$ 0.11	\$ 0.29	\$ 0.11	\$ 0.16	\$ 0.12	\$ 0.05	\$ 0.14	\$ 0.07	\$ 0.13	\$ 0.12	\$ 1.53
Maint. Costs per Vehicle Service Hours	\$ 2.77	\$ 1.71	\$ 2.13	\$ 5.73	\$ 2.02	\$ 3.17	\$ 2.33	\$ 0.97	\$ 2.66	\$ 1.28	\$ 2.58	\$ 2.33	\$ 29.67
Out of Budget Maintenance													\$ -
Total Maint. Costs Including Fuel	\$ 13,992.59	\$ 11,935.15	\$ 10,915.76	\$ 14,909.00	\$ 6,787.99	\$ 7,464.42	\$ 6,464.81	\$ 4,880.91	\$ 7,293.48	\$ 5,669.46	\$ 6,875.16	\$ 8,111.51	\$ 105,300.24
O & M Cost Per Hour Times 9,900 less OOB													\$ -
Total LSS Vehicle Maint. Parts Costs	\$ 75.30	\$ 284.89	\$ 28.15	\$ 214.74	\$ 124.53	\$ 2,279.85	\$ 96.31	\$ 74.15	\$ 105.49	\$ 454.40	\$ 57.69	\$ 122.36	\$ 3,917.86
<b>Utilities</b>													
Water	\$ 50.91	\$ 65.32	\$ 57.85	\$ 57.85	\$ 55.36	\$ 55.36	\$ 54.11	\$ 55.36	\$ 54.11	\$ 54.11	\$ 54.11	\$ 61.58	\$ 676.03
Gas	\$ 9.44	\$ 7.00	\$ 14.32	\$ 68.00	\$ 931.40	\$ 1,270.56	\$ 2,732.92	\$ 1,849.20	\$ 1,792.00	\$ 1,036.60	\$ 482.80	\$ 20.00	\$ 10,214.24
Electric	\$ 711.63	\$ 763.30	\$ 893.69	\$ 626.71	\$ 614.29	\$ 825.39	\$ 1,048.91	\$ 961.48	\$ 1,017.86	\$ 837.81	\$ 663.96	\$ 651.54	\$ 9,616.57
Total Utilities	\$ 771.98	\$ 835.62	\$ 965.86	\$ 752.56	\$ 1,601.05	\$ 2,151.31	\$ 3,835.94	\$ 2,866.04	\$ 2,863.97	\$ 1,928.52	\$ 1,200.87	\$ 733.12	\$ 20,506.84

# Overall System Total Worksheet

Worksheet Revised 5/14/2010

Fiscal Year 2009/2010	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
<b>COMPONENTS</b>													
Fare Box Ratio	14.6%	21.6%	59.5%	15.7%	21.4%	22.1%	16.2%	25.4%	21.1%	18.5%	18.0%	24.5%	28%
Total LRB Expenses (includes OOB)	\$ 92,747.76	\$ 58,923.40	\$ 58,038.90	\$ 59,695.76	\$ 57,299.96	\$ 59,043.21	\$ 58,300.86	\$ 56,647.52	61,628.49	60,323.09	58,106.45	60,276.70	\$ 741,032
LRB Fare Box Revenue - Collected on Bus	\$ 10,185.25	\$ 9,428.25	\$ 9,522.47	\$ 7,047.61	\$ 9,494.89	\$ 10,253.44	\$ 8,520.26	\$ 8,707.37	\$ 10,005.52	\$ 7,725.42	\$ 7,122.67	\$ 11,258.02	\$ 109,271
Other Revenue - Collected in Office	\$ 3,310.00	\$ 3,310.00	\$ 25,019.71	\$ 2,340.00	\$ 2,760.00	\$ 2,820.00	\$ 900.00	\$ 5,654.60	\$ 3,000.00	\$ 3,447.40	\$ 3,325.18	\$ 3,510.00	\$ 59,397
Total LRB Revenue	\$ 13,495.25	\$ 12,738.25	\$ 34,542.18	\$ 9,387.61	\$ 12,254.89	\$ 13,073.44	\$ 9,420.26	\$ 14,361.97	\$ 13,005.52	\$ 11,172.82	\$ 10,447.85	\$ 14,768.02	\$ 168,668
Total Passengers	6,551	6,219	6,448	6,449	5,413	5,532	5,799	6,106	7,059	6,052	5,855	6,612	74095
Average Fare	\$ 2.06	\$ 2.05	\$ 5.36	\$ 1.46	\$ 2.26	\$ 2.36	\$ 1.62	\$ 2.35	\$ 1.84	\$ 1.85	\$ 1.78	\$ 2.23	\$ 27.23
Passengers Per Day	251.96	239.19	257.92	238.85	235.35	221.28	241.63	265.48	261.44	232.77	234.20	244.89	2925
Vehicle Miles	20,033	18,770	18,459	19,853	16,699	18,048	16,523	16,260	19,563	18,404	17,147	19,520	219279
Vehicle Service Hours	1,010.51	965.11	932.87	998.24	848.74	927.87	857.41	838.81	1,007.07	952.97	895.58	1,002.31	11237
Vehicle Service Days	26	26	25	27	23	25	24	23	27	26	25	27	304
<b>PERFORMANCE INDICATORS</b>													
Operating cost per passenger	\$ 14.16	\$ 9.47	\$ 9.00	\$ 9.26	\$ 10.59	\$ 10.67	\$ 10.05	\$ 9.28	\$ 8.73	\$ 9.97	\$ 9.92	\$ 9.12	\$ 120.22
Operating cost per VSH	\$ 91.78	\$ 61.05	\$ 62.22	\$ 59.80	\$ 67.51	\$ 63.63	\$ 68.00	\$ 67.53	\$ 61.20	\$ 63.30	\$ 64.88	\$ 60.14	\$ 791.04
Operating cost per VSM	\$ 4.63	\$ 3.14	\$ 3.14	\$ 3.01	\$ 3.43	\$ 3.27	\$ 3.53	\$ 3.48	\$ 3.15	\$ 3.28	\$ 3.39	\$ 3.09	\$ 40.54
Vehicle Serv. Miles per VSH	19.82	19.45	19.79	19.89	19.68	19.45	19.27	19.38	19.43	19.31	19.15	19.48	234
Vehicle Serv. Miles per Employee	1430.93	1340.71	1230.60	1323.53	1113.27	1289.14	1032.69	1161.43	1504.85	1314.57	1224.79	1301.33	15268
<b>MV Operating Budget</b>													
Total LRB Expenses - Payment to MV	\$ 85,617.71	\$ 51,756.71	\$ 51,101.15	\$ 52,430.38	\$ 49,390.45	\$ 50,070.39	\$ 49,566.74	\$ 49,188.53	\$ 52,609.93	\$ 51,509.86	\$ 50,342.89	\$ 52,513.14	\$ 646,097.90
Out of Contractors Budget Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Expenses to MV Contract	\$ 85,617.71	\$ 51,756.71	\$ 51,101.15	\$ 52,430.38	\$ 49,390.45	\$ 50,070.39	\$ 49,566.74	\$ 49,188.53	\$ 52,609.93	\$ 51,509.86	\$ 50,342.89	\$ 52,513.14	\$ 646,097.90
MV amount over/under monthly budget (accum)	\$ (31,901.54)	\$ 1,959.45	\$ 2,615.02	\$ 1,285.78	\$ 4,325.72	\$ 3,645.78	\$ 4,149.42	\$ 4,527.63	\$ 1,106.24	\$ 2,206.30	\$ 3,373.27	\$ 1,203.03	\$ (1,503.90)
MV monthly average budget	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 53,716.17	\$ 644,594.00
MV budget remaining	\$558,976.29	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$ 51,009.24	\$ (1,503.90)
<b>Total Net MV Budget Remaining</b>													
													\$ (1,503.90)
<b>Employee Staffing per month</b>													
Employee Staffing per month	14.00	14.00	15.00	15.00	15.00	14.00	16.00	14.00	13.00	14.00	14.00	15.00	14.42
General Manager Hours	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,920.00
Operations Manger/Dsptch/Clerk Hours	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,920.00
LRB Mechanic Labor Hours	358.75	338.00	377.25	295.75	303.00	279.50	346.88	365.69	373.74	348.00	318.75	415.50	4,120.81
Driver Revenue Hours (All)	1,010.51	965.11	932.87	998.24	848.74	927.87	857.41	838.81	1,007.07	952.97	895.58	1,002.31	11,237.49
Training/Safety Hours	24.00	16.00	28.00	10.00	28.00	24.00	26.00	20.00	20.00	24.00	26.00	26.00	272.00
LSS Mechanic Labor Hours	14.50	6.00	11.00	11.00	13.00	16.00	3.00	12.03	13.00	12.75	6.00	15.25	133.53
Total Employee Hours	1,727.76	1,645.11	1,669.12	1,634.99	1,512.74	1,567.37	1,553.29	1,556.53	1,733.81	1,657.72	1,566.33	1,779.06	19,603.83
<b>Fuel/ Oil Information</b>													
Total Fuel Costs (Ed Staub & Sons)	\$ 6,495.62	\$ 6,476.36	\$ 6,254.88	\$ 6,103.77	\$ 5,917.02	\$ 5,666.27	\$ 5,687.78	\$ 5,232.32	\$ 6,620.45	\$ 6,643.37	\$ 6,406.97	\$ 6,927.05	\$ 74,431.86
Total Gallons Used (Ed Staub & Sons)	2,694.99	2,566.18	2,437.95	2,418.73	2,248.56	2,170.71	2,127.47	2,041.16	2,500.95	2,355.53	2,249.64	2,519.76	28,331.63
Miles Per Gallon	7.43	7.31	7.57	8.21	7.43	8.31	7.77	7.97	7.82	7.81	7.62	7.75	7.75
Total Oil Used (Non-Service Application)													
<b>VEHICLE MAINTENANCE COSTS</b>													
Total Maintenance Parts Cost Excluding Fuel	\$ 1,634.67	\$ 4,606.28	\$ 3,884.98	\$ 1,392.50	\$ 1,826.00	\$ 1,138.14	\$ 1,165.54	\$ 8,655.36	\$ 1,913.60	\$ 1,547.19	\$ 3,365.13	\$ 3,554.46	\$ 34,683.85
Maint. Costs per Service Mile	\$ 0.08	\$ 0.25	\$ 0.21	\$ 0.07	\$ 0.11	\$ 0.06	\$ 0.07	\$ 0.53	\$ 0.10	\$ 0.08	\$ 0.20	\$ 0.18	\$ 1.94
Maint. Costs per Vehicle Service Hours	\$ 1.62	\$ 4.77	\$ 4.16	\$ 1.39	\$ 2.15	\$ 1.23	\$ 1.36	\$ 10.32	\$ 1.90	\$ 1.62	\$ 3.76	\$ 3.55	\$ 37.83
Out of Budget Maintenance													\$ -
Total Maint. Costs Including Fuel	\$ 8,130.29	\$ 11,082.64	\$ 10,139.86	\$ 7,496.27	\$ 7,743.02	\$ 6,804.41	\$ 6,853.32	\$ 13,887.68	\$ 8,534.05	\$ 8,190.56	\$ 9,772.10	\$ 10,481.51	\$ 109,115.71
O & M Cost Per Hour Times 9,900 less OOB													
Total LSS Vehicle Maint. Parts Costs	\$ 397.81	\$ 19.09	\$ 644.16	\$ 35.11	\$ 117.26	\$ 126.20	\$ 13.24	\$ 443.30	\$ 373.09	\$ 388.96	\$ 66.92	\$ 360.08	\$ 2,985.22
<b>Utilities</b>													
Water (City of Susanville)	\$ 56.60	\$ 62.83	\$ 61.58	\$ 85.43	\$ 62.83	\$ 57.85	\$ 70.42	\$ 69.05	\$ 59.09	\$ 60.34	\$ 57.85	\$ 60.34	\$ 764.21
Gas (City of Susanville)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 542.60	\$ 1,340.20	\$ 2,429.52	\$ 2,001.52	\$ 1,450.20	\$ 1,606.40	\$ 1,313.80	\$ 647.20	\$ 222.60	\$ 11,575.04
Electric (LMUD)	\$ 570.83	\$ 620.50	\$ 614.29	\$ 533.58	\$ 589.46	\$ 819.18	\$ 974.40	\$ 707.42	\$ 732.23	\$ 795.72	\$ 651.54	\$ 592.48	\$ 8,201.63
Total Utilities	\$ 634.43	\$ 690.33	\$ 682.87	\$ 1,161.61	\$ 1,992.49	\$ 3,306.55	\$ 3,046.34	\$ 2,226.67	\$ 2,397.72	\$ 2,169.86	\$ 1,356.59	\$ 875.42	\$ 20,540.88

**AGREEMENT BETWEEN LASSEN TRANSIT SERVICE AGENCY  
AND  
{Blank}**

**THIS AGREEMENT** is made between the **LASSEN TRANSIT SERVICE AGENCY** a political subdivision of the State of California (hereinafter “AGENCY”), and, {Blank}, a California corporation, with a principal place of business at {Blank} (hereinafter “CONTRACTOR”).

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS** AGENCY has need for {Operation and Management of the Lassen Rural Bus System Public Transit Service}, and

**WHEREAS** CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment “A”. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment “A”.

**2. TERM.**

The term of the agreement shall be for the period of {BLANK} through {BLANK}.

**3. PAYMENT.**

AGENCY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment “B”. The payment specified in Attachment “B” shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to AGENCY in the manner specified in Attachment “B”.

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF AGENCY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

AGENCY shall:

4.1 Provide program consultation and technical assistance to CONTRACTOR.

4.2 Monitor and evaluate CONTRACTOR’s performance, expenditures and service levels for compliance with the terms of this Agreement.

4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.

4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

## **5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

## **6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

## **7. DESIGNATED REPRESENTATIVES.**

Larry Millar, Executive Secretary, is the designated representative of the AGENCY and will administer this Agreement for the AGENCY. {BLANK}, {Title}, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

## **8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
{Blank}.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
{BLANK}

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

AGENCY  
Lassen County Transportation AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Larry Millar  
Executive Secretary

Approved as to form:

\_\_\_\_\_  
Rhetta vander Ploeg  
Lassen County Counsel

Dated: \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION AGENCY  
AND  
{Blank}.**

**SCOPE OF SERVICES**

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties are attached as Attachment E.

**END OF ATTACHMENT "A"**

**ATTACHMENT B**

**AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION AGENCY  
AND  
VESTRA Resources, Inc.**

**PAYMENT**

AGENCY shall pay CONTRACTOR as follows:

Progress payments shall be made to CONTRACTOR upon receipt of invoice to AGENCY. Invoices shall be submitted monthly and shall include project status reports.

The total cost shall not exceed the total bid price of {BLANK}. This amount includes costs related to travel, copying, delivery, and phone charges

**END OF ATTACHMENT “B”**

**ATTACHMENT C**  
**AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION AGENCY**  
**AND**  
**{Blank}**  
**ADDITIONAL PROVISIONS**

**END OF ATTACHMENT “C”**

## ATTACHMENT D

### AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION AGENCY AND {Blank} GENERAL PROVISIONS

**D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of AGENCY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to AGENCY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to AGENCY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through AGENCY, and AGENCY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of AGENCY.

D.1.5 The CONTRACTOR shall not be entitled to have AGENCY withhold or pay, and AGENCY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of AGENCY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any AGENCY fringe benefit program including, but not limited to, AGENCY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to AGENCY's employees.

D.1.7 AGENCY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of AGENCY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the AGENCY any way without the written consent of the AGENCY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to AGENCY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to AGENCY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to AGENCY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both AGENCY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the AGENCY and AGENCY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to AGENCY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to AGENCY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the AGENCY and the AGENCY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Larry Millar, Executive Director  
Lassen County Transportation AGENCY  
707 Nevada Street, Suite 4  
Susanville, California 96130

Upon AGENCY's request, CONTRACTOR shall deliver certified copies of any insurance policies to AGENCY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to AGENCY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, AGENCY may but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to AGENCY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to AGENCY a renewal or new policy to take the place of the policy expiring.

D.5.8 AGENCY shall have the right to request such further coverages and/or endorsements on the insurance as AGENCY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to AGENCY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the

SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### Cyber Liability Coverage

Cyber liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the services provided under this agreement, with a minimum limit of \$1,000,000 for each and every claim and in the aggregate. Coverage to include protection for liability arising from: (i) breaches of security; (ii) violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and (iii) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such insurance must address all of the foregoing without limitation if caused by any Sub-Vendor Personnel in performing Services under the Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

#### **D.6 INDEMNITY.**

AGENCY shall not be liable for, and CONTRACTOR shall defend and indemnify AGENCY and its officers, agents, employees and volunteers (collectively 'AGENCY Parties'), against any claims, deductibles, self-insured retentions, demands, liability, judgments, awards, losses, damages, expenses, charges including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of the work covered by this Agreement arising from any error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants. However, CONTRACTOR shall have no obligation to defend or indemnify AGENCY Parties against claims caused by the negligence or willful misconduct of AGENCY Parties.

**D.7 CONTRACTOR NOT AGENT.** Except as AGENCY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind AGENCY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AGENCY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from AGENCY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a

competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to AGENCY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by AGENCY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the AGENCY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the AGENCY the authority to deduct from any payments to CONTRACTOR any AGENCY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.**

The LTSA may terminate this Contract, in whole or in part, at any time by 120 days written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the LTSA to be paid the Contractor. If the Contractor has any property in its possession belonging to the LTSA, the Contractor will account for the same, and dispose of it in the manner that the LTSA directs.

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D.13.1.1 CONTRACTOR shall deliver to AGENCY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 AGENCY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by AGENCY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed \${Blank}. Further provided, however, AGENCY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to AGENCY such financial information as in the judgment of the AGENCY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the AGENCY shall be final. The foregoing is cumulative and does not affect any right or remedy which AGENCY may have in law or equity.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information

developed under this Agreement, except for CONTRACTOR'S audit documentation, and all work sheets, reports, and related data shall become and/or remain the property of AGENCY, and CONTRACTOR agrees to deliver reproducible copies of such documents to AGENCY on completion of the services hereunder. The AGENCY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the AGENCY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by AGENCY and shall apply to any claim against AGENCY arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public AGENCY, each individual executing this Agreement on behalf of said corporation or public AGENCY represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or

Board or AGENCY of said public AGENCY, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to AGENCY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

#### **D.34 CONFLICT OF INTEREST.**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices AGENCY.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the AGENCY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of AGENCY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any AGENCY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the AGENCY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing AGENCY implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The AGENCY shall not disburse any payments to

CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing AGENCY with a completed IRS Form W-9.

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "AGENCY":

Larry Millar, Executive Secretary  
Lassen County Transportation AGENCY  
707 Nevada Street, Suite 4  
Susanville, California 96130

If to "CONTRACTOR":

{BLANK}, President  
{Blank}

**END OF ATTACHMENT "D"**

**ATTACHMENT E**

**AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION AGENCY**  
**AND**  
**{Blank}**

**CONSULTANT'S PROPOSAL**



# Lassen Rural Bus - FAREBOX TALLY SHEET

*If route is run, please make sure ALL boxes are completed -  
Including Farebox Numbers*

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

ROUTE	BOX #	TOTAL CHECKS	TOTAL CASH	TOTAL REVENUE
<b>West County - A.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>West County - Mid-Day</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>West County - P.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>City - A.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>City - Lunch Relief</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>City - P.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>Dial-A-Ride - A.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>Dial-A-Ride - P.M.</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>South County #1</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>South County #2</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>East County</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>South County to Susanville</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
<b>Eagle Lake</b>		\$ _____	\$ _____	\$
		Receipt #s: _____		
		\$ _____	\$ _____	\$
		Receipt #s: _____		
I certify that this is an accurate account of LRB revenues contained in fareboxes for the		Grand Total		

above indicated date.

\$

Signature: \_\_\_\_\_