

San Benito County Local Transportation Authority

Request for Proposals #2010-003

**For County Express Operations and
Specialized Transportation Services**

June 17, 2010

Prepared By:

San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
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San Benito County Local Transportation Authority

Transit and Specialized Transportation Operations

Request for Proposals #2010-003

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Part I: Introduction

A. NOTICE TO POTENTIAL PROPOSERS

The San Benito County Local Transportation Authority (LTA) is seeking proposals to operate County Express and/or Specialized Transportation services. The selected Contractor(s) will receive a contract to provide: (i.) Fixed Route, Intercounty, Dial-A-Ride and Paratransit Services and/or (ii.) Specialized Transportation Services during the term of the contract. Contractors may submit one proposal for either (i.) and/or (ii.). Forms and instructions have been provided in Request for Proposal #2010-003 (RFP) for each of the bidding scenarios. The contract is for five (5) calendar years beginning on January 1, 2011. This RFP includes a description of the work to be performed.

A voluntary pre-proposal conference will be held July 12, 2010 at 10:00 a.m., PDT, at the Transit Operations Facility at 3240 Southside Road in Hollister, California.

Submission of proposals may be done by mail or in person. No electronic filing of proposals will be accepted, but an electronic version of the proposal in PDF format must be submitted as part of the proposal package. Proposals must consist of one (1) original unbound document accompanied by six (6) bound copies. Proposal length should be limited to 50 double-sided pages excluding appropriate appendices. They must be received at the address below by August 6, 2010 at 10:00 a.m., PDT. Proposals received after this time will not be considered.

If a firm is interested in providing both County Express and Specialized Transportation Services, the firm must provide a clearly labeled, separate proposal for each of the services. The firm will be allowed an additional 5 double-sided pages on the firm's ability to provide both services and how the consolidation of operations will be beneficial to the LTA. The additional pages must be clearly labeled and physically separated from the County Express and Specialized Transportation services proposals.

Proposals and all required copies must be delivered in a sealed package(s) with the proposing company's name on the outside and clearly marked: "Operations Proposal." The Cost Proposal may be delivered in the same sealed package of the proposal, but must be securely sealed in a separate solid envelope with the proposing company's name on the outside and clearly marked: "Cost Proposal."

Address proposals to:

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

Direct questions regarding this RFP to:

Betty LiOwen, Transportation Planner
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023
Fax: (831) 636-4160
Email: betty@sanbenitocog.org

All questions must be submitted in writing via mail, fax, or email by July 16, 2010 at 1:00 p.m. PDT. Questions received during the pre-proposal conference that require follow-up and any

written questions received by that time will be answered in writing and will be posted in an addendum on the LTA's website at www.SanBenitoCountyExpress.org. The last addendum will be posted on the website no later than 7:00 p.m., PDT, July 22, 2010.

Proposals must represent a firm offer, which will remain in effect for one hundred twenty days (120) days from the designated date of receipt of proposal(s), unless mutually extended. No compensation will be made to firms for proposal preparation, interviews, or other proposal costs. Issuance of the RFP does not commit the LTA to award a contract. The LTA reserves the right to accept or reject any or all proposals, reject all incomplete proposals, cancel all or part of this RFP and waive any minor irregularities in any proposal or in the request for proposals process.

B. ACRONYMS AND TERMS

ADA	Americans with Disabilities Act
BPAC	Bicycle and Pedestrian Advisory Committee
CHP	California Highway Patrol
CE	County Express
Contractor	The successful proposer to whom a contract is awarded
Days	Refers to business days of the LTA when used in context with the LTA's proposal protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures
Deadhead Time	Refers to time expended by the contractor operating revenue vehicles in non-revenue service
Deadhead Miles	Refers to mileage expended by the contractor operating revenue vehicles in non-revenue service
Extra Work	Items that are not included in the lump sum price proposal of the proposer but are separate cost items that may or may not be authorized for work by the LTA to the Contractor during the term of any contract
Farebox Recovery	Refers to the percentage of transit operating costs recovered from transit users through the receipt of fares
Fare Media	Refers to all fare payment instruments used to board LTA vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, and subsidized fare media
FTA	Federal Transit Administration
Headway	Refers to the frequency of fixed-route bus operations on any given route
ISP	Internet Service Provider

LTA	San Benito County Local Transportation Authority
MIS	Management Information Systems
Missed Trips	Refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.
MSAP	Medical Shopping Assistance Program
Non-Revenue Vehicles	Any vehicles not used in revenue service
NTD	National Transit Database
OSHA	Occupational Safety and Health Administration
OOCMT	Out-of-County Non-Emergency Medical Transportation
Proposer	Any organization submitting a proposal in response to this Request for Proposal
Overloads	Any situation wherein passengers wishing to board a vehicle are turned away or optionally decline to board due to excessive crowding
Proposal	An offer submitted by a Proposer as used in the context of this Request for Proposal
Pull-outs	A San Benito County Express vehicle departing its first scheduled time-point in revenue service on a new shift or service day
Road calls	Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility
Revenue Vehicles	Publicly owned vehicles used to operate the service, and provided to Contractor by the LTA
Revenue Service	Revenue Service for Fixed Route and Intercounty service begins upon arrival at the first scheduled bus stop and ends upon departure from the last scheduled drop off of the day. Revenue service for Paratransit, Dial-A-Ride, and Specialized Transportation Services begins with the first passenger pick-up and ends when there are no paying passengers on-board. Revenue service does not include lunches or layovers of more than 15 minutes.
RFP	Request for Proposals #2010-003

Scheduled Timepoint	A bus stop with departure times specifically noted in County Express public information materials
SLTP	Senior Lunch Transportation Program
SSTAC	Social Services Transportation Advisory Council
Standeers	Refers to passengers who board but are forced to stand during movement of vehicle due to lack of available seating
ST	Specialized Transportation
Subscription Service	Provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip
Successful Proposer	A proposer that receives a high score on its proposal and is invited to interview by the LTA
TAC	Technical Advisory Committee
Tandem Bus	An additional bus added to the fixed-route service to temporarily supplement capacity at certain times of day.
TDA	Transportation Development Act
Timed-transfer	The style of fixed-route transit service wherein trips depart and return to one central point to facilitate transferring of passengers at set times throughout the service day
Trips	A LTA vehicle departing any scheduled time-point in revenue service
Type II	A 12-passenger vehicle with 2 wheelchair spaces and requires a Class B license to operate.
US DOT	United States Department of Transportation

C. PROJECT OVERVIEW

The San Benito County Local Transportation Authority (LTA) is seeking proposals to operate County Express and/or Specialized Transportation services. Currently, the two services are provided by two separate contractors. Proposers have the opportunity to submit a proposal for either only County Express or Specialized Transportation services. Proposers also have the opportunity to submit a proposal for both County Express and Specialized Transportation services. Descriptions of each of the services and instructions on proposal submittal(s) can be found in Part I: Introduction and Part IV: Proposal Requirement.

D. TERMS OF CONTRACT

The successful proposer(s) will complete all applicable training requirements during the months of November – December 2010, commence operations on January 1, 2011, and operate and maintain the service for a five-year period ending on December 31, 2015. If and only if mutually agreeable by the contractor(s) for the respective services and with the LTA's approval, the contract may be:

- Extended on a month-to-month basis up to a maximum of six (6) months, or
- Extended up to two additional years, one year at a time

Should the LTA decide to extend the contract, the contractor will be notified no later than the close of business on September 1, 2015 and September 2, 2016, respectively.

The operations budget for any option year, if exercised, shall be increased over that of the preceding year by an adjustment rate, reflective of the Consumer Price Index for San Benito County, but in no instance exceed an increase of three (3.0) percent annually.

E. FUNDING AVAILABILITY

The agreement is subject to a financial assistance contract between the LTA, State of California, and the Federal Transit Administration of the United States Department of Transportation (USDOT). The successful proposer is required to comply with the conditions required by all applicable local, state and federal regulations. In the event funding for this contract ceases, the LTA reserves the right to terminate this contract in accordance with the "Termination of Contract" section within this document and in the resulting contract. In the event the specified service levels are reduced as a result of funding availability, the LTA reserves the right to reduce service in accordance with Part III: Scope of Services, Section B.5.

F. SCHEDULE OF EVENTS

Announcement	June 18, 2010
Voluntary Pre-Proposal Conference	July 12, 2010
Written Questions Due	July 16, 2010
Last Date to Post Addenda	July 22, 2010
Proposal Due Date	August 6, 2010
Invitations to Interview Proposers	August 20, 2010
Proposer Interviews	August 30, 2010
Negotiations between Proposers and LTA	September 2010
Contract Award by LTA	November 18, 2010
Mobilization (if new Contractor(s))	December 2010
Contract(s) Start Date	January 1, 2011

G. PRE-PROPOSAL CONFERENCE

The Pre-Proposal Meeting is voluntary and will be held on July 12, 2010 at 10:00 a.m., PDT, at the Transit Operations Facility at 3240 Southside Road in Hollister, California. Questions about this RFP may be submitted in advance of this meeting to the appropriate individual mentioned in Part I: General Information, Section A.

H. GENERAL CONDITIONS

1. Limitations

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

2. Award

The LTA may ask successful proposers to present an oral briefing of their respective proposal. Qualified proposers may be required to participate in negotiations and submit such price, technical, or other revisions of their respective proposal as may result from negotiations. The LTA also reserves the right to award the contract without oral briefings or discussion, based upon initial written proposals. Accordingly, each initial submittal should include most favorable terms from a price and a technical standpoint.

3. RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by the LTA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. It is the proposers' responsibility to check the LTA's website (www.SanBenitoCountyExpress.org) for the most current information and addenda available.

4. Verbal Agreement or Conversation

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

5. Pre-Contractual Expenses

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

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

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

6. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the Contractor and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to enter into a binding contract and shall contain a statement to the effect that the

proposal is a firm offer for a one hundred twenty (120) day period. Execution of the contract is expected on or about November 18, 2010.

7. Audit

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

I. LEGAL RESPONSIBILITIES

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

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

J. INSURANCE

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

1. Worker's Compensation Insurance and Employer's Liability Insurance

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

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

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

3. COMMERICAL AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 (five million dollars) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired, non-owned automobiles, and LTA owned vehicles; (2) include Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$2,000 per occurrence, (2) name the LTA, City of Hollister, City of San Juan Bautista, County of San Benito, Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as

additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

4. AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE

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

5. INSURANCE PROVISIONS

All Insurance shall contain the following provisions:

- 5.1. Coverage shall be on an "occurrence" basis.
- 5.2. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- 5.3. The Liability policy must cover personal injury as well as bodily injury.
- 5.4. The Liability policy shall include a cross-liability or severability of interest endorsement.
- 5.5. Broad form property damage liability must be afforded.
- 5.6. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 5.7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- 5.8. Policies shall name the LTA, City of Hollister, City of San Juan Bautista, the County of San Benito, Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.
- 5.9. Contractor shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this Agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA.

- 5.10. Contractor shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this Agreement.
- 5.11. Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement. Contractor shall replace such certificates for policies expiring prior to completion of work under this Agreement.

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

K. ETHICS IN PUBLIC CONTRACTING

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

Prior to the award of any contract, the potential Contractor may be required to certify in writing to the LTA that no relationship exists between the proposer and any LTA employee, officer, official, or agent that interferes with fair competition or is a conflict of interest.

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

L. WITHDRAWAL OF PROPOSALS

Any proposer may withdraw its proposal by written request at any time prior to the deadline for submittal of proposals.

M. REJECTION OF PROPOSALS

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

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

Part II: Background Information

A. AGENCY INFORMATION

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

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

B. SERVICE AREA

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

C. OPERATIONS

1. County Express Services

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

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

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

1.1 Fixed Route

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

The service operates Monday through Friday from 6:20 a.m. to 11:00 a.m. and 2:00 p.m. to 5:45 p.m. The schedules of each route have been provided in Appendix H: CE Schedule and Maps. The Blue Line does not operate during schools’ summer and winter vacations and President’s Week, in an effort to conserve resources. The LTA may add additional dates in which the Blue Line may not run.

The Fixed Route one-way fare is outlined below:

	Regular	Discount
Cash	\$1.00	\$0.75
10 Tokens	\$8.00	\$5.00
Monthly Pass	\$27.00	\$18.50

1.2 Complementary Paratransit

The Complementary Paratransit service operates $\frac{3}{4}$ mile radius along the Fixed Route and during the Fixed Route hours. The service is a curb-to-curb service that complies with 49 CRF Part 37 ADA Paratransit Service standards. Vehicles used for Complementary Paratransit are Type II and minivans. The clients of the Complementary Paratransit are certified by the LTA and the Contractor is not responsible for the eligibility process.

The service operates Monday through Friday from 6:20 a.m. to 11:00 a.m. and 2:00 p.m. to 5:45 p.m. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. Manual dispatch is currently being used, but the LTA is anticipating funding to implement a reservation and database software during the term of the contract.

The Complementary Paratransit one-way fare is outlined below:

	Certified Client	Personal Care Attendant	Companion
Cash	\$1.25	Free	\$1.25
10 Tokens	\$11.00	Free	- -
Same Day Fee	\$1.00	Free	\$1.00

1.3 General Public Dial-A-Ride

The General Public Dial-A-Ride (also known as Dial-A-Ride) service is a curb-to-curb demand response service that is open to the general public and uses Type II vehicles. The service operates Monday through Friday from 6:00 a.m. to 6:00 p.m. for individuals with trips in San Benito County within the service area. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. Manual dispatch is currently being used, but the LTA is anticipating funding to implement a reservation and database software during the term of the contract.

The weekend Dial-A-Ride service operates from 9:00 a.m. to 3:00 p.m. It is open to the public and uses Type II vehicles. The service is open to individuals in San Benito County within the service area. Weekend trips may only be reserved from Monday from 9:30 a.m. to Thursday at 1:00 p.m. during the week of the trip. The round trip to and from the destination must be reserved at the same time. Dispatch is on duty during the weekend service to answer customer service related questions.

The Dial-A-Ride one-way fare is outlined below:

	Regular	Discount
Cash	\$2.00	\$1.25
10 Tokens	\$18.00	\$11.00
Same Day Fee	\$1.00	\$1.00

1.4 Intercounty

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

The Intercounty Gavilan (Gavilan) service operates Monday through Friday and uses Type II and 25+ passenger vehicles depending on the time of day. The route travels from the City of Hollister to Gavilan College in the City of Gilroy through the City of San Juan Bautista. The Gavilan service operates on a full schedule when Gavilan college is in session and limited service during the off-season. The Gavilan service also has a holiday schedule. The Gavilan schedule has been provided in Appendix H: CE Schedule and Maps.

The Intercounty Caltrain (Caltrain) service operates Monday through Friday and uses Type II vehicles. The route travels directly from the City of Hollister to the Caltrain Station in the City of Gilroy. The Caltrain service meets three trains in the early morning and three trains in the evening. The last evening run from the Caltrain station does not leave until Caltrain has arrived. As a result, the schedule may be delayed to meet the Caltrain schedule. The Caltrain schedule has been provided in Appendix H: CE Schedule and Maps.

The Intercounty Greyhound (Greyhound) service operates only on Saturdays and uses a 25+ passenger vehicle. The route travels from the City of Hollister to the Greyhound Station in the City of Gilroy through the City of San Juan Bautista. The Greyhound schedule has been provided in Appendix H: CE Schedule and Maps.

The Intercounty one-way fare is outlined below:

	Regular	Discount
Cash	\$2.00	\$1.25
10 Tokens	\$18.00	\$11.00
Monthly Pass	\$60.00	\$40.00

1.5 Personal Care Attendant Policy

The LTA allows Personal Care Attendants and Companions to accompany certified Paratransit clients on its Fixed Route, Dial-A-Ride, Paratransit, and Intercounty services. Paratransit clients must show their eligibility card to the driver and the card must state "PCA OK" on the bottom right corner. The Personal Care Attendant must travel to the same destination as the client in order to qualify for the fare.

2. Specialized Transportation Services

The LTA also provides three specialized transportation services: out-of-county non emergency medical transportation, senior lunch programs, and a medical-shopping assistance program. Below is a brief description of each of the services:

2.1. Out-of-County Non-Emergency Medical Transportation (OOCMT)

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

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

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

The current ST Contractor asks for a donation from its clients of \$10 for a round trip to Gilroy or Salinas and \$20 to San Jose or Palo Alto. If a client is unable to donate the full amount, the client is not denied a ride. The donation is kept by the ST Contractor to off-set operations costs.

The LTA may establish a zone-based mandatory fare for the OOCMT that will be collected by ST Contractor for the LTA.

2.2. Senior Lunch Program Transportation (SLPT)

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

The service operates Monday through Friday between 10:00 a.m. and 2:00 p.m. Reservations may be scheduled 24 hours in advance and a subscription service is available. Some clients may require the driver to provide through door escort services because of their physical condition. There is no fare for the Senior Lunch Program Transportation

2.3. Medical-Shopping Assistance Program (MSAP)

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

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

The one-way cash fare for MSAP is \$1.00. The fare is kept by the ST Contractor to off-set operations costs. However, the LTA may increase the fare for the MSAP and require the ST Contractor to turn the fare over to the LTA.

D. FACILITIES AND VEHICLES

1. Maintenance and Operations Facility

The LTA owns a transit maintenance facility that houses County Express operations and maintenance. The facility is located at 3240 Southside Road in Hollister, California. The facility has a dispatch area with a customer service counter, general manager office, supply closet, restrooms, driver break room, fare reconciliation room, parking for LTA vehicles and personal vehicles of contractor's employees.

The LTA does not have facilities for Specialized Transportation operations. Proposers for specialized transportation would be responsible for securing office space for dispatch and a manager. The office space must be ADA compliant and located in San Benito County. The proposed locations of office space must be identified in the proposal for the LTA to evaluate.

The maintenance of County Express and Specialized Transportation vehicles are provided by the LTA at the transit maintenance facility. LTA is responsible for fueling for CE operations and fueling is available at the transit facility. ST Contractor shall be responsible for fueling for ST operations.

2. Revenue Vehicles

The LTA will provide 18 vehicles for County Express operations and 5 vehicles for Specialized Transportation. A more detailed list of vehicles may be found in Appendix F: LTA Vehicle Facility and Equipment List. Contractor will be responsible for exterior and interior cleaning of all vehicles for County Express and/or Specialized Transportation.

3. Stops and Shelters

LTA will provide, install, relocate and remove bus stop signage as needed. Repairs or replacements for damaged signage and shelters by LTA's Contractors will be billed to the appropriate Contractor.

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

E. MARKETING AND OUTREACH

LTA is responsible for updating, printing, and distributing brochures, detailing routes and schedule information. Contractor needs to make sure brochures are available on-board transit vehicles.

Part III: Scope of Services

The Scope of Services outlined in Part III shall be incorporated into the final contract with the successful proposer(s).

A. RESPONSIBILITIES AND DUTIES OF THE LTA FOR COUNTY EXPRESS OPERATIONS

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

1. System Planning and Administration

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

2. Liaison with Local Jurisdictions, Citizens Groups

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

3. Notification - Potential Interference with Transit System Operations

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

4. Advertising and Promotion

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

5. LTA Vehicles and Equipment; Maintenance and Repair

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

The LTA shall maintain and repair the specified vehicles, including attached communications systems, fareboxes, and other specified equipment. The CE Contractor shall be responsible for daily vehicle servicing as described in Part III, Section E and for all damage to equipment excluding normal wear and tear. The CE Contractor shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the CE Contractor to develop a corrective training program or other corrective action.

6. Radio Communications System

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

7. Fuel

The LTA shall provide all fuel required in the operation of CE. The CE Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report. Examples of the monthly report can be seen in Appendix I.

8. Schedules and Fare Media

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

9. Street Furnishings

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

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

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

10. CE Operations Headquarters

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

11. Operating Policies and Procedures

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

B. DUTIES AND RESPONSIBILITIES OF THE COUNTY EXPRESS CONTRACTOR

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

1. General CE Operations

The CE Contractor shall provide the necessary management, technical and operating services for the operation of the CE services as specified by the LTA. The CE Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The CE Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The CE Contractor shall furnish all equipment and services required in the operation and management of the County Express unless specifically identified to be contributed by the LTA.

1.1. New Service Schedules

If the LTA establishes new or additional services to the schedule attached hereto and incorporated herein by reference as Appendix H, the CE Contractor shall be responsible for establishing a schedule agreeable to the LTA. The schedule would be submitted to the LTA for review and approval within 30 calendar days so that the new or additional services may be implemented in a timely manner. The LTA will be responsible for updating the information in electronic format and any hardcopy reproduction. The CE Contractor shall assist the LTA in distributing and posting the information related to the new or additional services.

2. Fixed-Route Service Operations

The CE Contractor will operate fixed-route bus transit services as specified by the LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current CE bus schedules and information brochures, attached hereto and incorporated herein by reference as Appendix H, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, the CE Contractor is hereby authorized to deviate from established routes when necessary, to avoid construction, detours, and vehicles or other obstructions within the public right of way. The CE Contractor shall notify the LTA of any such obstruction that caused deviation(s) from established routes. In the event that a CE route operates more than ten minutes behind schedule, the CE Contractor shall take all available steps to restore on-time performance. The CE Contractor shall notify the LTA of the delay and shall provide the LTA with detailed procedures that will be used to restore on-time performance.

3. Dial-A-Ride Service Operations

Dial-A-Ride service shall be operated in accordance with the operating days, hours and service area set forth in the current CE schedules and information brochures, attached hereto and incorporated herein by reference as Appendix H, or any revisions thereto. Dial-A-Ride

operations will be provided in a “curb-to-curb” manner for the general public. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards.

The CE Contractor shall respond to telephone requests for Dial-A-Ride service on a “real-time” demand-response basis in accordance with the LTA service standards discussed herein. Contractor shall also accept telephone requests for advance reservations made up to fourteen (14) days in advance. Advance reservation trips shall be given scheduling priority over real-time demand response trips.

The CE Contractor is authorized to have only as many vehicles in Dial-A-Ride revenue service at a given time as service demand requires. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without prior discussion and written authorization from the LTA.

4. ADA Paratransit Operations

ADA Paratransit service shall be operated in accordance with the operating days, hours and service area set forth in the current CE schedules and information brochures, attached hereto and incorporated herein by reference as Appendix H, or any revisions thereto. ADA Paratransit operations will be provided in a “curb-to-curb” manner for the ADA Paratransit eligible clients. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards. The service area of the ADA Paratransit area consists of $\frac{3}{4}$ miles of a Fixed Route and is located in the City of Hollister.

Reservation priority shall, if necessary to comply with required ADA Paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility, such as an ADA eligibility certification card issued by the LTA or partner transit system. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards.

The CE Contractor shall also accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the service day. Subscription services are subscribed in two week increments.

The CE Contractor is authorized to have only as many vehicles in ADA Paratransit revenue service at a given time as service demand requires. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without the LTA’s prior written authorization. The LTA is responsible for ADA certification for any paratransit services. The ADA customer base within the service area as of March 2010 was 134 permanent eligible persons and 1 temporarily eligible person.

5. Adjustment to Service

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the CE Contractor resulting in annual revenue hours remain within 20 percent (20%) of the total projected annual revenue hours. Modifications to services may include, but are not limited to, extending, removing, adding, or modifying routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the LTA reserves the right to negotiate a revised unit cost per revenue hour with the CE Contractor.

6. Special Event, Promotional, and Other Special Services

In addition to regular CE operations, the CE Contractor may from time to time, upon receiving specific written authorization by the LTA, provide special event, promotional, or other special transportation services within the CE service area using CE vehicles, provided that such services are determined by CE to be in the public interest, do not interfere with regular CE operations, and are in compliance with applicable federal and state statutes.

The CE Contractor shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the Agreement, except that said rate shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

7. Service Standards

The CE Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by the CE Contractor, fair to the customer and consistent with the LTA's expectations.

7.1. CE Base Performance Standards

The CE Contractor shall comply with the minimum performance standards described below:

- 7.1.1. Safety – Accidents: The CE Contractor shall perform operator training and safety so as not to exceed more than 2.4 accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on Contractor's property. An accident is defined as any contact between the bus and another object except the road.
- 7.1.2. Customer Service – Complaints: The CE Contractor shall perform operations and customer service so as not to exceed 15 valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.
- 7.1.3. Operations – On Time Performance: The CE Contractor shall perform operations so as to maintain a minimum standard of "on-time bus trips" of over ninety percent (90%) on a monthly basis. "On-time" shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. No trips shall leave stops ahead of schedule. The CE Contractor will devise a statistically significant method to measure on-time performance. LTA will review the method and if appropriate, approve the method. The CE Contractor shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.
- 7.1.4. Operations – Passengers per Hour: The CE Contractor shall perform operations so as to ensure a minimum monthly average of 3.94 passengers per vehicle revenue hour on all demand response services.

- 7.1.5. Operations – On-Board Service Evaluations: The CE Contractor shall, in cooperation with the LTA, develop a comprehensive service evaluation program to be implemented based on a statistically sound method and implemented by both parties. The CE Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard.
- 7.1.6. Maintenance – Fleet Inspections: The CE Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the CE Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted monthly by the LTA. The LTA will inspect two buses per month to be selected randomly among buses that have recently gone through a Preventive Maintenance Inspection. The LTA will select the buses to be inspected. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector's results will be compiled in such a way as to arrive at a numerical score. The CE Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard.
- 7.1.7. Customer Service - Complaint Follow-Up: The CE Contractor shall ensure all valid complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). To measure this performance standard, a random selection of complainants will be contacted at a minimum of every other month and asked to answer several quantitatively based questions designed to measure the CE Contractor's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CE Contractor. The CE Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard. The CE Contractor is encouraged to make every effort to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

The CE Contractor and the LTA shall periodically meet to evaluate performance of the system based upon these standards. If a standard is not fulfilling the intended purpose, it shall be adjusted based upon recommendations made by the CE Contractor with concurrence and final decision by the LTA. Should the LTA determine that the CE Contractor's performance has contributed to the CE Contractor's failure to achieve these standards, the CE Contractor shall take all reasonable actions requested by the LTA to correct deficiencies in performance. Should deficiencies persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

7.2. Fixed Route Service Standards:

- 7.2.1. Schedule Reliability: A minimum of ninety-five percent (95%) of bus departures will be within five (5) minutes after the scheduled time as indicated by published timetables. At no time shall a bus depart early. This standard applies to each time listed in the schedule, not just terminal departure times.

- 7.2.2. Missed Run: Missed runs are prohibited. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

7.3. Dial-A-Ride and Paratransit Service Standards:

- 7.3.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 3.94 or greater.
- 7.3.2. Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup):
 - a. 50 percent of passengers will be picked up within 15 minutes; and
 - b. 100 percent of passengers will be picked up within 30 minutes.
- 7.3.3. Ride Time (the elapsed time between passenger pickup and drop off):
 - a. 90 percent of passengers dropped off within 30 minutes; and
 - b. 100 percent of passengers dropped off within 60 minutes.
- 7.3.4. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
- 7.3.5. Service Refusals: No more than one service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 7.3.6. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.

8. Equal Employment Opportunity

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

- a. The CE Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.
- b. The CE Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the CE Contractor. The CE Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

9. Operations Personnel

The CE Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate CE services.

For purposes of this Agreement, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of CE vehicle operations or related functions.

10. Operations Management

The CE Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

The CE Contractor shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the CE public transit program under the terms of this Agreement. The Project Manager must have a minimum of five years of experience in public transportation operations including at least three years’ supervisory experience. A bachelor’s degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the operations facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, and unless otherwise approved by the LTA, for a minimum of 40 hours per week. Should the level of operations personnel (not including drivers) not be sufficient for the Contractor to complete all tasks stated in Part III, the Project Manager will be expected to perform the duties himself/herself if the Project Manager has knowledge or capability to complete the tasks sufficiently.

The Project Manager designated for this project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the CE Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day CE operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the CE Contractor regarding all matters pertaining to this Scope of Work.

11. Employee Selection and Supervision

The CE Contractor shall be responsible for the employment and supervision of all employees necessary to perform CE operations. The CE Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The CE Contractor shall use appropriate screening and selection criteria in order to employ operations personnel. The CE Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The CE Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The CE Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions, including personnel engaged in the operation, servicing and control of CE vehicles and equipment. Said program will comply with all applicable requirements as established by the FTA or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The CE Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The CE Contractor will fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The CE Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the CE Contractor or the LTA to be in conflict with the language and intent of Article 4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

12. Bilingual (English/Spanish) Personnel

The CE Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transit system operating hours to receive telephone calls from the public and to provide translation for transit system personnel and passengers.

13. Training of Drivers and Operations Personnel

The CE Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CE Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing San Benito County Express services.

All drivers shall be certified as having completed the CE Contractor's formal training course for new drivers as approved by the LTA, and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CE Contractor shall prepare and furnish to the LTA for approval and to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, San Benito County Express reservation procedures, and operating policies. Operations control personnel assigned to San Benito County Express scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The CE Contractor shall implement within ninety (90) days after the start of the contract term a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

14. CE Driver's Responsibilities

CE Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the CE customer relations, promotion, marketing, monitoring and supervisory functions. CE Drivers will be required to honor special passes; collect, cancel and/or validate passes, tokens and coupons; and issue and collect transfers, as determined by the LTA. CE Drivers will verify cash and token fares deposited in the farebox, but will not carry revenue. CE Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

CE Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local time.

15. CE Uniforms

CE Drivers shall be in uniform at all times while in service or otherwise on duty. At all times CE drivers shall wear a badge that identifies the driver with name, employee number, or both. The CE Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. CE Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

16. Safety Program

The CE Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The CE Contractor shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The CE Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the CE Contractor to drivers and other employees, and participation in risk management activities under the auspices of the CE Contractor's insurance carrier or other organization. The CE Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

The CE Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The CE Contractor will require all drivers, control room personnel, and supervisors to participate in the safety program.

17. Road Supervision

The CE Contractor shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road supervision must be conducted by Contractor's vehicle. No LTA owned vehicles may be used during Road supervision. If employees of the Contractor use their personal vehicles to conduct road supervision, mileage will be reimbursed to the employee at the current Internal Revenue Service's Standard Mileage Rate.

18. Accident, Incident, and Complaint Procedures

The CE Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints.

Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

The CE Contractor shall be required to provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. The CE Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident, how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators are required to notify Dispatch of any illegal actions on the bus immediately. Dispatch must immediately notify the Police Department of the jurisdiction in which the incident or accident took place.

All traffic accidents involving the LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The CE Contractor will request that the law enforcement agency respond to investigate the accident. The CE Contractor will supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by the CE Contractor of all accidents and incidents resulting in loss or damage to CE property as soon as possible, but in all cases within 24 hours. In cases involving injury, the CE Contractor shall notify the LTA immediately after the incident occurs.

19. Vehicle Control and Scheduling

The CE Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The CE Contractor shall utilize a systematic method to schedule and transport CE passengers. In the case of demand response services, the method should be capable of accommodating both advance reservations and "real time" requests for immediate service. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

20. Operations Headquarters

The CE Contractor shall provide and maintain operations and control room furnishings and equipment required to provide CE services. The CE Contractor shall provide and maintain computers, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.

The CE Contractor shall be responsible for providing janitorial services for CE Contractor occupied areas. These areas include the restrooms, lobby and dispatch area, manager's office, safety trainer office, supply room, and break room. These services will be performed at a minimum of twice a week. The CE Contractor shall also be responsible for providing cleaning and maintenance supplies for janitorial services.

21. Telephone Reservation and Information System

The CE Contractor shall utilize CE telephone lines solely to respond to incoming calls from CE patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the CE reservation and information system. The CE Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. The CE Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The CE Contractor shall install and maintain at the CE Contractor's expense separate telephone line(s) for business office, facsimile, internet or other calls. The CE Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired CE patrons. The CE Contractor may provide TDD equipment for communication with hearing-impaired patrons, or use the California Relay Service.

22. Fares and Fare Collection

All fares of any kind or character to be paid by CE patrons shall be established by the LTA. The CE Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The CE Contractor will collect or otherwise process in the manner directed by the LTA all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

The CE Contractor shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All fare accounting shall be in accordance with procedures to be proposed by the CE Contractor and subject to LTA approval. At least three times a week, or more frequently, the CE Contractor shall deposit fare revenue at a banking institution as directed by the LTA. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CE Contractor. In the event a farebox requires repair or replacement, the CE Contractor will, within 24 hours of the request, have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue will be done in a secure fashion in accordance with the CE Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

23. Fare Sales

The CE Contractor's office staff shall sell tokens and passes in accordance with procedures specified by the LTA. The CE Contractor shall assist the LTA and CE customers by providing accurate information to customers requesting information regarding pass and token sales.

24. Street Furnishings

The CE Contractor shall maintain all bus stop signs, posts, benches, shelters and the like, and shall ensure any vandalism is attended to as soon as possible, but in no case more than 24 hours after it is reported.

The CE Contractor shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or

otherwise require repair, maintenance or replacement, or when bus stop shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but is not limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, street and cross-street, and the exact corner on which the stop is located (northeast, southeast, northwest, southwest, or midblock).

25. Books, Record, Reports, and Inspection

The CE Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement on file for at least three (3) years following the date of final payment to the CE Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CE Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the CE Contractor's facilities and activities during the CE Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the CE Contractor's compliance with the provisions of this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The CE Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the CE operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The CE Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by the CE Contractor and approved by the LTA, and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

The Project Manager shall prepare and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected: Cash and Tokens
- Fare Sales
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Road Calls

26. System Promotion

Contractor shall distribute and disseminate schedules in accordance with the provisions of the CE Scope of Services. The CE Contractor shall post notice within the transit vehicles at least one (1) week before the date on the notice and the Contractor shall remove notices from the transit vehicles no more than one (1) day after the date on the notice.

The CE Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The CE Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The CE Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The CE Contractor is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

27. System Recommendations

The CE Contractor shall continually monitor CE operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority to make determinations and to take action on such recommendations.

28. Route Planning and Schedule Coordination

The CE Contractor will provide the LTA with information to contribute to schedule revisions and to short- and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The CE Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

29. Holiday Service

Service will not be provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless otherwise directed by the LTA to the CE Contractor in writing at least 30 days prior to the required day of service.

30. Service Interruption

In the event of a service interruption of any kind, the CE Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the CE Contractor's discretion how to mitigate such events.

The CE Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of the contract.

The CE Contractor will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause a major service interruption, severe injuries, or media attention must be reported to the LTA immediately. All service interruptions or detours when normal routing or service is resumed must be reported to the LTA.

C. RESPONSIBILITIES AND DUTIES OF THE LTA FOR SPECIALIZED TRANSPORTATION OPERATIONS

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

1. System Planning and Administration

The LTA shall be responsible for all planning activities, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

2. Liaison with Local Jurisdictions, Citizens Groups

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

3. Notification - Potential Interference with Transit System Operations

The LTA shall make a reasonable effort to notify the ST Contractor in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that

may interfere with the ST operations or require deviations from established routes or schedules. The ST Contractor and the LTA shall mutually agree upon such deviations.

4. Advertising and Promotion

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

5. LTA Vehicles and Equipment; Maintenance and Repair

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

The LTA shall maintain and repair the specified vehicles, including attached communications systems, and other specified equipment. The ST Contractor shall be responsible for daily vehicle servicing as described in Part III, Section E and for all damage to equipment excluding normal wear and tear. The ST Contractor shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the ST Contractor to develop a corrective training program or other corrective action.

6. Radio Communications System

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

7. ST Operations Headquarters

Currently, ST Operations Headquarters is provided and maintained by the current ST Contractor at 300 West Street in Hollister, California, 95023. The LTA shall provide parking for ST operators and ST dedicated vehicles at an operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023.

Proposers may propose an alternative site for employee parking and ST dedicated vehicle parking. However, the alternative site must offer ample parking, and be well-lit and secured.

8. Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of ST services.

D. DUTIES AND RESPONSIBILITIES OF THE SPECIALIZED TRANSPORTATION CONTRACTOR

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

1. General ST Operations

The ST Contractor shall provide the necessary management, technical and operating services for the operation of the ST services as specified by the LTA. The ST Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The ST Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The ST Contractor shall furnish all equipment and services required in the operation and management of ST services unless specifically identified to be contributed by the LTA.

2. Out-of-County Non-Emergency Medical Transportation Services (OOCMT)

OOCMT services will be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Who require medical services not provided in San Benito County
- Who have no other transportation available

The ST Contractor shall schedule trips for OCCMT service at least one week in advance and accept subscription service reservations. If OOCMT clients request escort service to the registration lobby, ST Operators may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

3. Senior Lunch Transportation Program (SLTP)

SLTP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live within the designated areas
- Who are at least 60 years of age

The ST Contractor shall accept telephone requests made 24 hours in advance and up to 14 days in advance. The ST Contractor shall accept subscription service reservations. However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

4. Medical Shopping Assistance Program (MSAP)

MSAP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Who are at least 60 years of age or disabled
- Who require escort services

The ST Contractor shall accept telephone requests made 48 hours in advance and up to 14 days in advance. The ST Contractor shall accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

The ST Contractor shall be responsible for developing a certification process with the LTA. Once the certification process is developed, the ST Contractor shall conduct the disability certification process for the MSAP service.

5. Fuel

The ST Contractor shall be responsible for all fuel directly related to the operation of ST services. The ST Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

6. Service Standards

The ST Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by the ST Contractor, fair to the customer and consistent with the LTA's expectations.

6.1. ST Base Performance Standards

The ST Contractor shall comply with the minimum performance standards described below:

- 6.1.1. Safety – Accidents: The ST Contractor shall perform operator training and safety so as not to exceed more than 2.4 accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on ST Contractor's property. An accident is defined as any contact between the bus and another object except the road.
- 6.1.2. Customer Service – Complaints: The ST Contractor shall perform operations and customer service so as not to exceed 15 valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, and information requests.
- 6.1.3. Operations – On Time Performance: The ST Contractor shall perform operations so as to maintain a minimum standard of "on-time bus trips" of over ninety percent (90%) on a monthly basis. The ST Contractor will devise a statistically significant method to measure on-time performance. LTA will review the method and if deemed appropriate, approve it. The ST Contractor shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.
- 6.1.4. Operations – Passengers per Hour: The ST Contractor shall perform operations so as to ensure a minimum monthly average of 2.50 passengers per vehicle revenue hour ST service-wide.
- 6.1.5. Operations – On-Board Service Evaluations: The ST Contractor shall, in cooperation with the LTA, develop a comprehensive service evaluation program to be implemented based on a statistically sound method and implemented by both parties. The ST Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard.
- 6.1.6. Operations – Service Hours: In no event shall the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 hours. Of the 640 hours, a

minimum of 380 hours shall be dedicated to OOCMT operations, a minimum of 120 hours shall be dedicated to SLTP services, and a minimum 100 hours shall be dedicated to MSAP services.

- 6.1.7. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without the LTA's prior written authorization.
- 6.1.8. Maintenance – Fleet Inspections: The ST Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the ST Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted monthly by the LTA. The LTA will inspect two buses per month to be selected randomly among buses that have recently gone through a Preventive Maintenance Inspection. The LTA will select the buses to be inspected. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspection results will be compiled in such a way as to arrive at a numerical score. The ST Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard.
- 6.1.9. Customer Service - Complaint Follow-Up: The ST Contractor shall ensure all complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). To measure this performance standard, a random selection of complainants will be contacted at a minimum of every other month and asked to answer several quantitatively based questions designed to measure the ST Contractor's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the ST Contractor. The ST Contractor must achieve scores of not less than 80 in order to meet the minimum performance standard. The ST Contractor is encouraged to make every effort to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

The ST Contractor and the LTA shall periodically meet to evaluate performance of the system based upon these standards. If a standard is not fulfilling the intended purpose, it shall be adjusted based upon recommendations made by the ST Contractor with concurrence and final decision by the LTA. Should the LTA determine that the ST Contractor's performance has contributed to the ST Contractor's failure to achieve these standards, the ST Contractor shall take all reasonable actions requested by the LTA to correct deficiencies in performance. Should deficiencies persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

6.2. Out-of-County Non-Emergency Medical Transportation Standards:

- 6.2.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 1.2 or greater.

- 6.2.2. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
- 6.2.3. Service Refusals: No more than one service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.
- 6.2.4. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.
- 6.3. Senior Lunch Transportation Program Standards:
 - 6.3.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 5.50 or greater.
 - 6.3.2. Ride Time (the elapsed time between passenger pickup and drop off):
 - a. 90 percent of passengers dropped off within 30 minutes; and
 - b. 100 percent of passengers dropped off within 60 minutes.
 - 6.3.3. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.
 - 6.3.4. Service Refusals: No more than three service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.
 - 6.3.5. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.
- 6.4. Medical Shopping Assistance Program Standards:
 - 6.4.1. Productivity Standard: Passengers per Vehicle Revenue Hour: 1.0 or greater.
 - 6.4.2. Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup):
 - a. 50 percent of passengers will be picked up within 15 minutes; and
 - b. 100 percent of passengers will be picked up within 30 minutes.
 - 6.4.3. Ride Time (the elapsed time between passenger pickup and drop off):
 - a. 90 percent of passengers dropped off within 30 minutes; and
 - b. 100 percent of passengers dropped off within 60 minutes.
 - 6.4.4. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be completed within plus or minus 15 minutes from the recorded reservation time.

6.4.5. Service Refusals: No more than one service request will be refused per service day due to inability to respond at the requested reservation time. There will be no pattern of service refusals with respect to reservation requests.

6.4.6. No-Show Ratio: On average, less than 3 percent of scheduled trips will be no-shows.

7. Equal Employment Opportunity

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

- a. The ST Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.
- b. The ST Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the ST Contractor. The ST Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. The ST Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the ST Contractor, shall state that the ST Contractor is an equal opportunity employer.

8. Operations Personnel

The ST Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate ST services.

For purposes of this Agreement, the terms "employee(s)" and "personnel" shall include individuals employed by subcontractors that perform any of ST vehicle operations or related functions.

9. Operations Management

The ST Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

The ST Contractor shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the ST public transit program under the terms of this Agreement. The Project Manager must have a minimum of five years of experience in demand response transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding

to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the ST operations headquarters.

The Project Manager designated for this project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the ST Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ST operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the ST Contractor regarding all matters pertaining to this Scope of Work.

10. Employee Selection and Supervision

The ST Contractor shall be responsible for the employment and supervision of all employees necessary to perform ST operations. The ST Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The ST Contractor shall use appropriate screening and selection criteria in order to employ operations personnel. The ST Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The ST Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The ST Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, servicing and control of ST vehicles and equipment. Said program will comply with all applicable requirements as established by the FTA or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The ST Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The ST Contractor will fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as

amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The ST Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the ST Contractor or the LTA to be in conflict with the language and intent of Article 4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

11. Bilingual (English/Spanish) Personnel

The ST Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transit system operating hours to receive telephone calls from the public and to provide translation for transit system personnel and passengers.

12. Training of Drivers and Operations Personnel

The ST Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The ST Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing Specialized Transit services.

All drivers shall be certified as having completed the ST Contractor's formal training course for new drivers as approved by the LTA, and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The ST Contractor shall prepare and furnish to the LTA for approval and to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather

policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, San Benito County Express reservation procedures, and operating policies. Operations control personnel assigned to San Benito County Express scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

13. The ST Contractor shall implement within ninety (90) days after the start of the contract term a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders. ST Driver's Responsibilities

ST Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the ST customer relations, promotion, marketing, monitoring and supervisory functions. ST Drivers will collect appropriate fares and donations, as determined by the LTA. ST Drivers will verify cash and token fares deposited in the farebox, but will not carry revenue. ST Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

ST Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local telephone system time.

14. ST Uniforms

ST drivers shall be in uniform at all times while in service or otherwise on duty. At all times ST drivers shall wear a badge that identifies the driver with name, employee number, or both. The ST Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. ST Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

15. Safety Program

The ST Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The ST Contractor shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The ST Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the ST Contractor to drivers and other employees, and participation in risk management activities under the auspices of ST Contractor's insurance carrier or other organization. The ST Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

The ST Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The ST Contractor will require all drivers, control room personnel, and supervisors to participate in the safety program.

16. Accident, Incident, and Complaint Procedures

The ST Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

The ST Contractor shall be required to provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. The ST Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident, how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators are required to notify Dispatch of any illegal actions on the bus immediately. Dispatch must immediately notify the Police Department of the jurisdiction in which the incident or accident took place.

All traffic accidents involving the LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The ST Contractor will request that the law enforcement agency respond to investigate the accident. The ST Contractor will supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by the ST Contractor of all accidents and incidents resulting in loss or damage to ST property as soon as possible, but in all cases within 24 hours. In cases involving injury, the ST Contractor shall notify the LTA immediately after the incident occurs.

17. Vehicle Control and Scheduling

The ST Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The ST Contractor shall utilize a systematic method to schedule and transport ST passengers. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

18. Operations Headquarters

The ST Contractor shall be responsible for acquiring an operations headquarters that shall provide office space for the Project Manager and Dispatch staff. The office space shall be ADA accessible and be located within the City of Hollister. The office space shall be located near a CE Fixed Route.

The ST Contractor shall provide and maintain operations and control room furnishings and equipment required to provide ST services. The ST Contractor shall provide and maintain computers, telephones, phone lines, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.

The ST Contractor shall be responsible for providing janitorial services for the ST Contractor occupied areas. These services will be performed at a minimum of twice a week. The ST Contractor shall also be responsible for providing cleaning and maintenance supplies for janitorial services.

19. Telephone Reservation and Information System

The ST Contractor shall utilize ST telephone lines solely to respond to incoming calls from ST patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the ST reservation and information system. The ST Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. The ST Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The ST Contractor shall install and maintain at the ST Contractor's expense, separate telephone line(s) for business office, facsimile, internet or other calls. The ST Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired ST patrons. The ST Contractor may provide TDD equipment for communications with hearing-impaired patrons, or use the California Relay Service.

20. Fares and Fare Collection

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. The ST Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The ST Contractor will collect or otherwise process, in the manner directed by the LTA, all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

The ST Contractor shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All fare accounting shall be in accordance with procedures to be proposed by the ST Contractor and subject to LTA approval. At least three times a week, or more frequently, the ST Contractor shall deposit fare revenue at a banking institution as directed by the LTA. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the ST Contractor.

In the event a farebox requires repair or replacement, the ST Contractor will immediately have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue will be done in a secure fashion in accordance with the ST Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

21. Books, Record, Reports, and Inspection

The ST Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement on file for at least three (3) years following the date of final payment to the ST Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA's approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the ST Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the ST Contractor's facilities and activities during the ST Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the ST Contractor's compliance with the provisions of this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The ST Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the ST operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The ST Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by the ST Contractor and approved by the LTA, and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

Project Manager shall compile and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership

- Revenue Service Hours
- Revenue Service Miles
- Fares Collected
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Demand Response Wait Time
- Summary of Ride Time
- Summary of Road Calls

22. System Promotion

The ST Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The ST Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The ST Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The ST Contractor is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

23. System Recommendations

The ST Contractor shall continually monitor ST operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

24. Route Planning and Schedule Coordination

The ST Contractor will provide the LTA with information to contribute to short and long range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The ST Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

25. Holiday Service

Service will not be provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, or

Christmas Day, unless otherwise directed by the LTA to the ST Contractor in writing at least 30 days prior to the required day of service.

26. Service Interruption

In the event of a service interruption of any kind, the ST Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the ST Contractor's discretion how to mitigate such events.

The ST Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of this contract request.

The ST Contractor will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause a major service interruption, severe injuries, or media attention must be reported to the LTA immediately. All service interruptions or detours as well when normal routing or service is resumed must be reported to the LTA.

E. CONTRACTOR DUTIES AND RESPONSIBILITIES ON LTA-OWNED VEHICLES

All Contractors shall perform the duties and accept the responsibilities set forth below in connection with use of the LTA vehicles and equipment.

1. LTA Vehicles and Equipment

By execution of the contract for management and operations services, attached hereto and incorporated herein by reference as Appendix B, the Contractor shall acknowledge receipt of the vehicles and equipment listed in Appendix F, and that each and every item has been received in good working condition. In the event the LTA provides the Contractor with additional buses and/or equipment at future times, Appendix F shall be amended in the manner provided for amendments to the contract and the Contractor shall acknowledge receipt of such additional items upon their delivery to the Contractor. Upon termination of the contract, the Contractor shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the Contractor to perform the services in Part III of the RFP's. Use of LTA vehicles and equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited. The Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

2. Daily Vehicle Inspection and Servicing

The Contractor shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing will include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. The Contractor shall develop, implement and maintain a written checklist, which shall be subject to the LTA's approval, of items included in the daily servicing of each vehicle. The checklist will be utilized

and kept on file for the LTA's and California Highway Patrol's review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

In addition to the checklist, the Contractor shall complete and submit a work order to the LTA's maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. Contractor must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA mechanics. The Contractor is responsible for reported vehicle conditions requiring repairs to the LTA mechanics in compliance with required General Maintenance Standards.

3. Vehicle Cleaning

The Contractor shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a monthly basis. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

The Contractor shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

4. Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

The Contractor shall be responsible for the cost of all repairs to the LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. The cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs.

All repairs to LTA vehicles shall be performed by the LTA fleet maintenance staff or by other vendors and suppliers designated by the LTA, except that the Contractor may make minor cosmetic repairs in a workman-like manner which would normally be performed during cleaning and detailing of a vehicle.

The Contractor shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of the Contractor, it shall notify the Project Manager or other designated on-site Contractor

representative. As soon as is practicable, but in all cases within 24 hours after notification, the Contractor representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order, and the Contractor shall be responsible for the cost of repairs in accordance with the provisions of the Agreement of which Part III, Section E is part.

5. Roadcalls

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by the Contractor. The Contractor shall adhere to the following procedures in making roadcalls:

- a. The Driver notifies the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.
- b. Dispatch notifies the LTA maintenance staff and forwards the information. A backup vehicle should be dispatched to continue the affected route service.
- c. The LTA maintenance staff will go on-site to assess the situation. Maintenance will determine if the vehicle can be repaired on-site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.
- d. In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.
- e. If LTA maintenance staff is still unavailable 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA's maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, dispatch is responsible for notifying law enforcement in the area the vehicle will be left. The driver is responsible for ensuring the vehicle is secured and all valuables have been removed.

After-Hours Roadcalls: When a situation occurs outside of standard Maintenance and Administration work hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.), the Dispatcher is authorized to contact LTA staff at home if necessary. Maintenance staff has a cell phone, which should be the first method attempted for contact. If no response is gained, Dispatch may call the home telephone number. The dispatcher may also contact LTA's Transit Manager and seek direction in this situation.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or Contractor employee error, then the cost of the roadcall shall be deducted from payment to the Contractor in accordance with the provisions of the contract.

6. Vehicle Delivery and Towing

The Contractor shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. The Contractor shall deliver

vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in Part III, Section E, Contractor shall be entitled to reimbursement for vehicle delivery services at the rate specified in the contract.

The LTA maintenance staff shall authorize all towing of LTA vehicles, except that towing may be performed by the most expedient source at the direction of law enforcement or when otherwise necessary to eliminate a potential hazard.

7. Vehicle Fueling

The Contractor and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with all fueling operations. The Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

Part IV: Proposal Requirements

Interested firms shall submit proposals that adhere to the requirements set forth below.

A. PROPOSAL ACCEPTANCE PERIOD

All proposals must include a statement indicating a period of validity of not less than one hundred twenty (120) days subsequent to the RFP closing date.

B. CONTRACT INCORPORATION

Proposers should be aware of the contents of their proposals as well as the terms and conditions of this RFP, which shall become a part of the subsequent contract between the LTA and the successful proposer, consistent with the standard contract for management and operation services, attached hereto and incorporated herein by reference as Exhibit B. Any modifications to Exhibit B will require prior negotiations and approval of the LTA. Failure or refusal of a proposer to accept the duties and obligations reflected in Exhibit B may result in the rejection of its proposal or cancellation of any award. Any damages accruing to the LTA as a result of a proposer's failure or refusal to execute a contract with the LTA, if awarded the contract, may be recovered from the Contractor.

C. PROPOSAL FORMAT

The RFP is an opportunity for proposers to submit a proposal for operations and management services for County Express and/or Specialized Transportation Services as outlined in Part III.

Each proposal must address each of the items included in Part IV with enough detail for the evaluation committee to score the proposal accurately. All requested information must be supplied and failure to submit a complete proposal shall be grounds for a determination of non-responsiveness.

Proposals shall be limited in length to no more than 50 double-sided pages, and 12 point size font. Page limit is not inclusive of cost proposal, certification forms, or any additional appendices. Submissions beyond the page limit will not be considered. Each submittal shall include:

1. Cover Letter

Each proposal shall include a cover letter that identifies the firm, address, phone number and contact person of the firm. The cover letter must include acknowledgement of all addenda, and provide a statement that the proposal is valid for a minimum period of 120 days subsequent to the RFP closing date.

The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

2. Table of Contents

A list of major sections and the associating page numbers.

3. Introduction

Proposer shall demonstrate an adequate understanding of the project and the LTA's expectations.

4. Technical Approach

The proposer shall provide sufficient information to enable the LTA's Evaluation Committee to evaluate the proposer's ability to perform and meet the requirements of the RFP. Such information shall include, but not be limited to, the following:

- a. Describe your approach, capacity, and management philosophy for operation of this service for which your firm wishes to be considered.
- b. Describe your hiring/screening procedures for the selection of professional bus operators. Describe your professional bus operator classroom and behind-the-wheel training and support personnel training programs. Describe your recurring safety program.
- c. Describe a communication skills improvement program to be implemented by the Contractor to facilitate communications between drivers and transit customers.
- d. Describe your supervisory and dispatch operation. Provide samples of forms to be utilized in this effort. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports. Discuss your internal approach to ensuring the validity of data collected.
- e. Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected throughout this process.
- f. The Contractor will be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues in a dedicated account as directed by the LTA, and for all fare/revenue reporting. Discuss your approach to ensuring the validity of data collected throughout this process.
- g. Describe your approach to data collection, record keeping, and reporting to comply with National Transit Database Report requirements. Provide a sample of the monthly reports that would be submitted in an appendix. Discuss your approach to ensuring the validity of data collected throughout this process.
- h. Describe your vehicle cleaning procedures. Include frequency, equipment, and staffing details. Include a description for interior and exterior cleaning. Provide a sample schedule and checklist in an appendix.
- i. Describe procedures proposed to ensure the LTA staff is kept informed of project developments.
- j. Describe how the project operations will be monitored, and with what level of frequency.
- k. Include a detailed Implementation Plan. This Plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document recruitment and training schedules, startup plan, acquisition of necessary equipment, permits, licenses, and any other activities required.

5. Project Management, Contractor Staff, and Subcontractor Staff

Proposers shall submit a clear, concise, but detailed description of the firm's project management philosophy, experience and qualifications that meets the requirements set forth in Part III, consistent with Part IV, Section D. The description shall also include the following:

- a. Describe your firm's corporate/regional organizational structure and what resources will be available to support the intended service or services. Be specific regarding level of effort, staffing, location, etc.
- b. Identify by name all project management/supervisory personnel proposed for assignment to the CE and/or ST services. Discuss your strategy for ensuring the named personnel remain assigned to this project. Discuss your response strategy addressing any staffing changes.

For each individual named, provide the following:

- Resumé,
 - Qualifications,
 - Academic and professional training, including accreditation(s), and
 - Any other information deemed relevant.
- c. Identify staffing levels of drivers, dispatchers, customer service, maintenance, road supervisors and management.
- d. Identify by title, scope of duties, and proposed wage/salary levels for any personnel proposed for assignment to the individual project. Provide an organizational chart showing reporting structure, scope of duties, and percentage of time to be assigned to either CE or ST services.

Describe in detail your firm's experience in providing the services described in Part III. Present up to five (5) examples similar in scope and character to either CE and/or ST services. For each, provide the following:

- Client/agency name
- Name of contact person, title and phone number
- Term of contract
- Number and type(s) of vehicle(s)
- Annual revenue hours
- Quantifiable innovations which your firm introduced during its tenure
- Personnel, including personnel turnover, segregated by primary job category (i.e., project manager, dispatchers, and drivers) and within the context of the base contract term
- Contract amount, and length of association
- If no longer a client, discuss the reasons leading to the end of your firm's association with the respective client.

If your firm does not have experience in providing services in Part III, identify how your current operations experience will meet the needs and service requirements of the LTA.

- e. Discuss in detail any restrictions, exceptions, or accommodations that may impact your firm's successful provision of contracting services to the San Benito County LTA.

6. References (Optional)

Proposers shall include a list of at least three (3), no more than five (5) references of the firm's experience with operations of a similar size and type to those required by the LTA. One-half (0.5) bonus point shall be provided for each positive reference provided when proposals are scored.

7. Required Forms

This section shall include the following items:

- Certificate of Insurance or Letter of Commitment from insurance carrier/agent
- Requirement Acknowledgements (Appendix C)
- Addenda Acknowledgement (Cover Letter and Appendix N)

8. Cost Proposal

Submitted as a sealed, separate document clearly labeled.

If a proposer is only interested in providing one of the services (County Express or Specialized Transportation), it shall submit one complete and responsive proposal for the service it is interested in providing.

If a proposer is interested in providing both County Express and Specialized Transportation Services, it must provide the following clearly labeled and separate proposals:

- CE Proposal, complete and responsive,
- ST Proposal, complete and responsive, and
- Consolidated proposal.

The Consolidated proposal will consist of an additional 5 double-sided pages describing the firm's ability to provide both services and how the consolidation of operations will be beneficial to the LTA.

The proposer agrees and by submitting the proposal, stipulates in its proposal and in any subsequent contract award, as though stated therein, that:

- a. Contractor is an independent Contractor, not an employee, agent, or officer of any of the contracting entities.
- b. If awarded, contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- c. If awarded, Contractor shall not assign the contract, or any part thereof, or any moneys due, or to become due thereunder, without the prior consent of the LTA.

- d. Contractor shall indemnify and hold harmless the LTA, its officers, officials, employees, and agents from and against any and all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor, its officers, employees and agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the LTA, its officers, officials, employees, and/or agents.
- e. Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Contractor to any officer, elected official or employee of the LTA with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the LTA shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the LTA provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
- f. Contractor shall hold the LTA harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition or secret process, patented or unpatented.

D. REASONABLENESS OF COST PROPOSAL

Proposers shall use the appropriate form in Appendix M to submit the cost proposal for the service proposed. Firms that are submitting proposals for both services are required to submit three cost proposal forms; one cost proposal for each of the services and one additional cost proposal for combined services. The cost proposal shall be submitted under separate, sealed cover and clearly labeled. Fees submitted may be used as a basis of negotiation with the successful proposer.

Each cost proposal shall be inclusive and reflective of the scope of services. The LTA reserves the right to award a contract based solely upon its review of a proposer's proposal.

Part V: Proposal Evaluation and Selection

A. EVALUATION OF PROPOSALS

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary, and will not effect the evaluation process.

A selection committee composed of LTA staff and possible representatives from other transit agencies or members of the Board of Directors will evaluate all proposals received in a timely manner and adhere to the required format specified in Part IV.

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

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

Contractor selection is subject to affirmation by the LTA's Board of Directors. Evaluation factors outlined in Part V shall be applied to all eligible responsive proposers in comparing proposals and selecting the successful proposal(s). A proposer may be selected solely based upon the content of its proposal.

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

The LTA reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations

and practices, employment histories, and reputation in the business community. By submitting a proposal to the LTA, the proposer consents to such an inquiry and agrees to make available to the LTA such books and records as the LTA deems necessary to conduct the inquiry.

B. Scoring of Proposals

Each proposal will be evaluated by the Selection Committee for its completeness and responsiveness to the Scope of Services outlined in Part III of the RFP. The Selection Committee will invite the most qualified proposers to interview strictly based on the content in the proposal. Proposals that are incomplete, or improperly written, will be considered non-responsive and will be rejected.

References may be contacted by any one person of the Selection Committee. One-half (0.5) bonus point shall be provided for each reference. A maximum of five (5) references is allowed.

Each proposal will be evaluated by the following criteria:

Technical Approach	30 points
Experience and qualifications of proposer	15 points
Proposed personnel	25 points
Innovation	10 points
Cost	20 points
Total	100 points
Client references (Bonus Points)	2.5 points

C. INTERVIEWS

LTA staff and/or Selection Committee members will request interviews with the proposed General Manager, Safety/Training Manager, and the Regional Manager of the highest ranked firms. If the firm does not have a Regional Manager, the General Manager's immediate supervisor may be substituted. Interviews will be with the proposed personnel intended to work only on the LTA contract; substitutions or replacement of any personnel interviewed within the first year of the contract without consulting LTA shall be viewed as a violation of the contract and will result in penalties. During the interview, the proposer will be allowed to present additional appropriate materials that will assist the Selection Committee's evaluation process.

D. CLARIFICATION

Any proposer may be asked to clarify elements of its proposal at any time after it has been submitted, up to the date of personnel interviews. Clarification may be requested via telephone or email; responses are expected by LTA the following day. Failure to respond to a request for clarification may result in disqualification of a proposal.

E. NEGOTIATIONS

The LTA reserves the right to negotiate all elements that comprise the proposal, to ensure the best possible consideration for all concerned.

F. PROTEST PROCEDURES

Under certain circumstances, an interested party to procurement may protest to the LTA the award of a contract that may or may not involve the direct application of funds from the Federal Transportation Administration (FTA). The fact the LTA is a recipient of FTA funds cannot be construed as evidence of the FTA's involvement in a particular procurement.

These procedures are intended to insure that valid complaints are properly handled and responded to. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

Detailed below are the LTA's Protest Procedures and instructions for, when applicable, obtaining the protest procedures of the FTA.

1. General Conditions

The LTA's review of any protest will be limited to:

1.1. General Conditions

- Violations of State or Local laws or regulations. Violations of Federal laws or regulations shall be under the jurisdiction of the FTA.
- Violations of the LTA's purchasing procedures.
- Violations of the LTA's protest procedures or failure to review a complaint or protest.

1.2. Protests must be filed with the LTA's Executive Director within three days of the RFP opening or closing date for the receipt of proposals if the protest is based on:

- Restrictive or severely defective specifications. Defective specifications must represent a material weakness that affords an undue advantage to one proposer over another.
- Improprieties in any type of solicitation that are apparent prior to proposal opening or closing date for proposals.

1.3. Protests must be filed with the LTA's Executive Director within three days of the award of a contract arising from a Request for Proposals if the protest is based on the LTA's failure to adhere to its procedures.

1.4. The initial protest filed with the LTA shall:

- Include the name, address and telephone number of the protestor.
- Identify the number of the solicitation contract.
- Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the full extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified below in paragraph 3.
- Indicate the ruling or relief desired from the LTA.

- 1.5. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

2. Time for Filing

Protests shall be filed within the specified limits set forth in the specifications, which are the subject of the procurement, and must adhere strictly to any procedures specified therein. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

Protests must be filed within the time limits set forth in paragraphs 1.2 and 1.3 above, in order to be construed as timely. If the requirements and scope of work, which are the subject of a particular procurement, set forth a different period for filing a protest, then the provisions of paragraph 1 above will apply.

A protest may be considered, even if the initial filing is late, in the following circumstances:

- Good cause based on a compelling reason beyond the protestor's control, whereby the lateness is due to the fault of the LTA in the handling of his/her protest submission.
- The LTA determines the protest raised issues significant to a procurement practice or procedure.
- The LTA is directed by the FTA to either consider or reconsider the protest.
- A court of competent jurisdiction invites, expects, or otherwise expresses interest in the agency's decision.

3. Time for Submission of Additional Information

Any additional information requested or required by the LTA from the protestor or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request, unless specifically accepted by the LTA.

4. Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of the Agency, or from any member of the public making a request for public records or public information, except to the extent that withholding of records or information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising the LTA of this fact may be affixed to any transmittal to any Government agency which may be involved in the protest. The alleged proprietary information must be identified wherever it appears.

5. Furnishing of Information of Protests

The LTA shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested parties, except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

6. Withholding of Award

When a protest has been filed before the contract is awarded, the LTA will not make an award prior to the resolution of the protest. When a protest has been filed before the opening of proposals, the LTA will not open proposals prior to the resolution of the protest. When a protest has been filed after the award of a contract and prior to the procurement, the LTA will notify the Contractor to suspend activity unless the LTA determines:

- The items to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
- Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to the LTA or other Local, State or Federal Governments.

7. Protest Review - Level One

Upon receipt of a protest, the LTA's Executive Director will create an *ad hoc* Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be comprised of two representatives of San Benito County Local Transportation Authority. The Panel shall determine the validity of the protest and what actions will be taken.

The Panel will be directed to prepare a report within fifteen (15) days. The Panel will notify the protestor and any interested parties of their findings, actions and of the procedures for requesting reconsideration. The report shall include the following:

- Copies of all relevant proposals;
- A copy of the Request for Proposal including pertinent provisions of the specifications;
- A copy of the abstract of proposals;
- Any other documentation that pertains to the protest including correspondence with the proposers; and
- A statement by the LTA explaining its actions and the reasons for them.

A conference on the merits of the protest with members of the panel may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

8. Protest Review - Level Two

Reconsideration of a decision by the LTA may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

The request for the reconsideration of the Protest Review Panel's decision shall be filed not later than ten (10) days after the Panel issues its written report and shall be filed with the LTA. The protest shall not be considered pending during the ten (10) day period specified in this paragraph.

Upon receipt of the request for reconsideration, the LTA shall schedule an informal administrative hearing with the protestor and the Protest Review Panel. The hearing shall be filed not later than fifteen (15) days after the receipt of the request for

reconsideration.

The LTA shall issue in writing its final determination of the reconsidered protest within five (5) days of the administrative hearing.

9. Effect of Judicial Proceedings

The LTA may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court. The foregoing shall not apply where the court requests, expects or otherwise expresses interest in the LTA's decision.

Appendix A: Federal Clauses

The Proposer's attention is called to the fact that this contract is subject to a financial assistance contract between the San Benito County Local Transportation Authority and the Federal Transit Administration of the United States Department of Transportation ("DOT"). The contract to be let, therefore, is subject to the terms of the contract between the LTA and the DOT. The successful proposer is required to comply with the conditions of that contract and with the conditions required by applicable federal regulations.

The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this contract on the date the contract was executed may be modified from time to time. The Contractor agrees the prevailing Federal requirements will govern the administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language of this contract or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of this contract. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the contract has been executed and may apply.

The Federal Clauses outlined in Appendix A shall be incorporated into the final contract with the successful proposer(s).

A. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

B. ACCESS TO RECORDS

Upon request, Contractor agrees to permit, and require its Subcontractors to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its Subcontractors pertaining to the Agreement.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case Contractor agrees to maintain same until 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.

C. FEDERAL CHANGES

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 Department of Transportation, Federal Transit Administration, Master Agreement, between the LTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

D. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

1. The LTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 LTA, the 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.

E. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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 Contract. Upon execution of the 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.

F. CIVIL RIGHTS

The following requirements apply to the contract:

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 contract:
 - 2.1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 performance of the Contract. 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.
 - 2.2. 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.
 - 2.3. 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.

G. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

1. The Comptroller General of the United States or any of his or her authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement 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 or her 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. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the LTA, 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 §18.36(i)(11).
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.

H. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

1. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The Contractor's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract Implementation of this DBE program as a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801 et seq.

I. INCORPORATION OF FTA 4220.1D TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LTA request, which would cause the LTA to be in violation of the FTA terms and conditions.

J. APPLICATION OF FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

1. Federal Laws and Regulations. Federal law or laws authorizing Contract approval control Contract implementation. The Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the Contractor executes the Master Agreement or other awarding agreement, and might apply to such agreement. The Contractor agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, the Contractor agrees to include notice in each agreement with each Subcontractor and each third party Contractor participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.
2. State, Territorial, and Local Law. Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus, if any provision or compliance with any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require the Contractor to violate State, territorial, or local law, the Contractor agrees to notify FTA immediately in writing. Should this occur, FTA and the Contractor agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

K. COVENANT AGAINST CONTINGENT FEES

Bonus or Commission. Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

L. PROHIBITION ON GRATUITIES

1. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential Contractor or Subcontractor. The Contractor may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the Contractor's officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers,

employees, board members, or their agents, or by the Contractor, any Subcontractors, or their officers, employees, board members, or agents.

2. Personal Conflicts of Interest. The Contractor's code or standards of conduct shall prohibit Contractor employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise if an employee, officer, board member, or agent, including any member of his or her immediate family, partner or organization, employs, or intends to employ, any of the above.
3. Organizational Conflicts of Interest. The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party Contractor or Subcontractor or impair its objectivity in performing the contract work.

M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor agrees to comply, and ensures the compliance of each third party Contractor and each Subcontractor under the Contract, with the following federal employee protection requirements for contract employees and/or with applicable California wage and hours laws, whichever statutory scheme imposes the higher standard and/or imposes the higher penalty for violation:

1. Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; assessments - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for assessments. Such assessments shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and assessments – The Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such Contractor or Subcontractor for unpaid wages and assessments as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.
5. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Contract work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

N. ENVIRONMENTAL REQUIREMENTS

The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9601 et seq. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to comply, and assures the compliance of each Subcontractor and each third party Contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the Contractor. The Contractor agrees that those laws and regulations do not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

1. Clean Air
 - 1.1. 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 LTA, and understands and agrees that the LTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- 1.2. 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.
2. Clean Water
 - 2.1. 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 LTA and understands and agrees that the LTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 2.2. 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.

O. RECYCLED PRODUCTS

To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

P. LOBBYING RESTRICTIONS

The Contractor agrees to:

1. Refrain from using Federal assistance funds to support lobbying,
2. Comply, and assure the compliance of each third party Contractor at any tier and each Subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. §1352.
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

Q. DEBARMENT AND SUSPENSION

The Contractor agrees to comply, and assures the compliance of each third party Contractor and Subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. §6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

R. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS.

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

1. 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 (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
4. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

S. SUBSTANCE ABUSE

The Contractor agrees to comply with the following Federal substance abuse regulations:

1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§702 et seq.
2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State

oversight agency of California, or the LTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before each February 15th, to submit quarterly Management Information System (MIS) reports, and to submit annual MIS reports before February 15 to the LTA, 330 Tres Pinos Road, Suite C7, Hollister, California, 95023. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

T. CHARTER BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 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.

U. SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, Contractors 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.

V. PRIVACY ACT

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

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.

W. TERMINATION

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for

default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

1. Termination for Convenience (General Provision). The LTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. 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 LTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the LTA, the Contractor will account for the same, and dispose of it in the manner the LTA directs.
2. Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

3. Opportunity to Cure (General Provision). The LTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time, as determined by the circumstances surrounding the breach or default, in which to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

4. Waiver of Remedies for any Breach. In the event that the LTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the LTA shall not limit the LTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.
5. Termination for Convenience (Professional or Transit Service Contracts). The LTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the LTA shall be liable only for

payment under the payment provisions of the contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension or if the Contractor fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. The LTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

7. Termination for Default (Transportation Services). If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in the contract or any extension, or if the Contractor fails to comply with any other provisions of the contract, the LTA may terminate the contract for default. The LTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If the contract is terminated while the Contractor has possession of LTA goods, the Contractor shall, upon direction of the LTA, protect and preserve the goods until surrendered to the LTA or its agent. The Contractor and LTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

8. Termination for Default (Construction). If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in the contract or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of the contract, the LTA may terminate this contract for default. The LTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the LTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the LTA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the LTA in completing the work.

9. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-
 - a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the LTA, acts of another Contractor in the performance of a contract with the LTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - b. The contractor, within [10] days from the beginning of any delay, notifies the LTA in writing of the causes of delay. If in the judgment of the LTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the LTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the LTA.

10. Termination for Convenience or Default (Architect and Engineering). The LTA may terminate the contract in whole or in part, for the LTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The LTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the contract, whether completed or in process.

If the termination is for the convenience of the LTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the LTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the LTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the LTA.

11. Termination for Convenience or Default (Cost-Type Contracts). The LTA may terminate the contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the LTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the LTA, or property supplied to the Contractor by the LTA. If the termination is for

default, the LTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the LTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the LTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the LTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the LTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

X. BREACH AND DISPUTE RESOLUTION

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

1. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the LTA. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by the LTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. 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 the party's employees, agents or others for whose acts the party is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the LTA and the Contractor arising out of or relating to the agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California, in and for the County of San Benito.
5. 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 LTA or the 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.

Appendix B: Standard Contract for Management and Operations Services

DRAFT AGREEMENT FOR TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES

This AGREEMENT for management of the (insert service name) hereinafter referred to as “(insert service name)”, is made and entered into this 1st day of November 2010 by and between the San Benito County Local Transportation Authority, hereinafter referred to as “LTA” and, (insert name of successful proposer), hereinafter referred to as “CONTRACTOR”.

WITNESSETH

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

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

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

1. COMPLETE AGREEMENT

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

2. LTA DESIGNATED REPRESENTATIVES

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

3. EMPLOYMENT OF THE CONTRACTOR

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management and operation of the insert service name.

4. INDEPENDENT CONTRACTOR

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

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

5. SCOPE OF WORK

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

6. CHANGES IN SCOPE OF WORK

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

6.1. Amendment

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

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

6.2. Minor Changes

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

7. COMPENSATION FOR SERVICES; PAYMENT SCHEDULE

In consideration for CONTRACTOR'S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR according to the terms and schedule attached hereto and incorporated herein by reference as EXHIBIT B.

8. INSURANCE; BONDS; PERFORMANCE GUARANTEE

8.1. Insurance

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

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

- 8.1.2. COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 8.1.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$2,000 per occurrence, (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 8.1.4. AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the

appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5. ALL INSURANCE shall contain the following provisions:

- a. Coverage shall be on an "occurrence" basis.
- b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- c. The Liability policy must cover personal injury as well as bodily injury.
- d. The Liability policy shall include a cross-liability or severability of interest endorsement.
- e. Broad form property damage liability must be afforded.
- f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.
- i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after

30 days prior written notice by certified mail, return receipt requested, has been given to the LTA.

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

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

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

8.2. Fidelity Bond

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

8.3. Performance Guarantee

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully

perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon demand.

9. TERM OF AGREEMENT

9.1. Base Term

This AGREEMENT shall become effective November 18, 2010 and shall continue in full force and effect through December 31, 2015 unless earlier terminated as herein provided.

9.2. Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, LTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1st of the termination year of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

9.3. Option Term

In consideration of this AGREEMENT, CONTRACTOR hereby grants the option reflected below, exercisable in writing at LTA's sole election, anytime on or before the date specified herein and as follows:

9.3.1. LTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of one-year duration by providing written notice to CONTRACTOR.

9.3.2. The option term rates shall be as set forth in EXHIBIT B.

9.3.3. LTA shall provide written notice to CONTRACTOR on or before September 1, 2015 for the initial option term, and on or before September 1st of each subsequent year for the remaining option terms. It is mutually understood and agreed that all work performed and services provided under the exercised

option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

It is mutually understood and agreed that LTA is under no obligation whatsoever to exercise this option and that no representations have been made by LTA committing it to such exercise of this option, and that LTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

10. TERMINATION

10.1. Either LTA or CONTRACTOR may terminate this AGREEMENT for one or more of the following reasons:

10.1.1. For convenience: LTA may terminate this AGREEMENT in whole or in part, at any time, for its convenience and for any reason, by giving CONTRACTOR thirty (30) days written notice thereof.

10.1.2. For insufficient funding: LTA may terminate this AGREEMENT upon thirty (30) days written notice to CONTRACTOR that insufficient funding is available to fund this AGREEMENT.

10.1.3. For Material Breach: LTA may terminate this AGREEMENT upon ten (10) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, if CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults, or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the LTA may, without further notice and without suit or other proceedings, cancel this AGREEMENT. The interpretation of whether a breach or default has occurred and the appropriateness or sufficiency of CONTRACTOR's remedy may be subject to resolution as set forth in Paragraph 14.5.

10.1.4. For Bankruptcy: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general

assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

10.1.5. For nonpayment by LTA: In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

10.1.6. By mutual agreement: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

10.1.7. For Non-Performance By Contractor: If at anytime and in any performance category CONTRACTOR's performance falls below Grade F in the quarterly report, CONTRACTOR will be deemed to be out of compliance with the AGREEMENT and will receive notification of said status. Grade F performance in any category may be grounds for contract termination for non-performance. In the event of two consecutive quarters (or three (3) nonconsecutive quarters within a twelve (12) month period) of Grade F performance in one or more categories, then LTA may pursue contract cancellation.

10.2. Compensation Upon Termination

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

10.3. LTA Remedies On Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the LTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LTA to provide such services, or the amounts specified in EXHIBIT B, whichever is greater.

10.4. Transition to Future Contractor

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

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

11. ADMINISTRATION

11.1. Control

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6.

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

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

11.2. Shortages and Delays

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

11.3. Substitutions and Replacement of Proposed Personnel

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

11.4. Force Majeure

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

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

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

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

11.5. Emergency and Disaster Procedures

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

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

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

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

11.6. Dispute Resolution and Attorney Fees

Any dispute over a decision by LTA staff under this AGREEMENT (including, but not limited to any assessments assessed pursuant to EXHIBIT A, or any determination whether a collision or other incident is a "Preventable Accident"), except decisions of the LTA Executive Director, shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, Contractor shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director (and such

other LTA staff persons as LTA Executive Director may determine) regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this Agreement shall be final and shall not be appealable to LTA except as provided in Section 10.

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

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

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

LTA:

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: _____

Shirley L. Murphy, Deputy County Counsel

Date: _____

CONTRACTOR:

By: _____

Date: _____

Federal Tax ID Number: _____

EXHIBIT A – SCOPE OF SERVICES

Part III: Scope of Services of RFP #2010-003 shall be inserted after contract negotiations with successful firm(s).

EXHIBIT B – COMPENSATION FOR SERVICES; PAYMENT SCHEDULE

LTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

1. PAYMENT

1.1. Price Formula

For services rendered as set forth in EXHIBIT A, payment shall be based on the following: (insert successful proposer's rates).

1.2. Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR for actual labor expenses, at the rate contained in Paragraph 1.1, incurred to deliver vehicles to LTA-designated suppliers for repair and servicing, as requested by LTA maintenance staff. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse.

1.3. Invoice; Payment

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

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

All payments by LTA shall be made in arrears after the service has been provided. LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within 30 days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the

undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.4. Deduction of Payment: Vehicle and Equipment Damages

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. When LTA determines that vehicle or equipment loss or damage is the responsibility of CONTRACTOR, LTA shall notify the CONTRACTOR as provided under Exhibit A, and will direct CONTRACTOR to expeditiously effect the repairs. Alternatively, LTA may complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR.

1.5. Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in following items a. through i. of this section. The amount of the damage is difficult, if not impossible, to ascertain, due to the nature of this Agreement and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

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

- e. One Thousand Dollars (\$1,000) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run, based on the definition established set forth in EXHIBIT A.
- f. One Thousand Dollars (\$1,000) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for (insert service name), based on the standards set forth in EXHIBIT A.
- g. One Thousand Dollars (\$1,000) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Dial-A-Ride Reservation Reliability, based on the standards set forth EXHIBIT A.
- h. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a monthly report after the specified due date in EXHIBIT A.
- i. One Hundred Dollars (\$100) per calendar day that CONTRACTOR fails to maintain the transit facilities set forth in EXHIBIT A.

Liquidated damages will not be assessed sooner than three months after the initiation of services under this Agreement. Liquidated damages will be assessed after observation of the incident by LTA, one of its authorized monitors, or after a fully investigated and validated complaint. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and the CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

2. MAXIMUM OBLIGATION

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

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

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

3. OPERATING REVENUES

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

EXHIBIT C – GENERAL PROVISIONS

1. INDEMNIFICATION

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

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

2. CONFLICT OF INTEREST

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

2.1. Conflict of Transportation Interests

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

2.2. Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use

whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

2.3. Interest of Members of or Delegates to Congress

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

3. TITLE TO DOCUMENTS; COPYRIGHT

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

4. INDEPENDENT CONTRACTOR

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to LTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

5. AUDIT; RETENTION OF RECORDS

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

normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

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

6. COMPLIANCE WITH ENVIRONMENTAL STANDARDS

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. §1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the LTA, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, ancestry, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

8. NONDISCRIMINATION - TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- 8.1. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 8.2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 8.3. Solicitations for Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed or for procurements of materials or leases of equipment, each potential supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 8.4. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LTA or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the LTA, or set forth what efforts it has made to obtain the information.

- 8.5. Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this contract, the LTA shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.
- 8.6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (8.1) through (8.6) in every procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any procurement as the LTA or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a supplier as a result of such direction, the CONTRACTOR may request the LTA, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

9. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 C.F.R. Part 23 applies to this AGREEMENT.

The CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the performance of the AGREEMENT. The requirements of 49 C.F.R. Part 23 and the LTA's Disadvantaged Business Enterprise (DBE) policy are incorporated into this AGREEMENT by reference. Failure by the CONTRACTOR to carry out these requirements is a material breach of the AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the LTA deems appropriate.

CONTRACTOR shall cooperate fully with LTA in meeting any of LTA'S commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this AGREEMENT, and

shall report to LTA all such participation and efforts made to encourage DBE participation as required by LTA.

10. Compliance with Laws, Rules, Regulations

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

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

11. BANKRUPTCY

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself

of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES

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

13. NEGOTIATED CONTRACT

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

14. SEVERABILITY

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

15. ENTIRE CONTRACT

This contract is the entire AGREEMENT of the parties. There are no understandings or agreements pertaining to this AGREEMENT except as are expressly stated in writing in this AGREEMENT or in any document attached hereto or incorporated herein by reference.

16. TIME IS OF THE ESSENCE

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

17. RESPONSIBILITY OF AGREEMENT ADMINISTRATORS

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

18. MATERIALITY

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

19. WAIVER

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

20. AUTHORITY AND CAPACITY

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

21. BINDING ON SUCCESSORS

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

22. CUMULATION OF REMEDIES

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

23. INDEPENDENT ADVICE

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

24. NO RELIANCE ON REPRESENTATIONS

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

25. REDUCTION OF CONSIDERATION

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

26. COUNTERPARTS

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

27. HEADINGS:

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

28. SALE OR TRANSFER

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

29. NOTICE

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

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

LTA: Lisa Reheinheimer
Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

Notices will be deemed given on:

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

EXHIBIT D – FEDERAL CLAUSES

Appendix A: Federal Clauses shall of RFP #2001-003 shall be inserted after contract negotiations with successful firm(s).

EXHIBIT E – PROPOSAL

Proposal shall be inserted after contract negotiations with successful firm(s).

Appendix C: Required Certification Forms

The following pages contain the forms each proposer must complete in order to have their proposal deemed responsive.

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (primary proposer), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or default.

If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

The undersigned chief legal counsel for the _____
Name and Title of Authorized Official

hereby certifies that the above mentioned individual has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Name of Applicant's Attorney

Date

**CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (sub-Contractor), certifies by submission of this proposal, that neither it is nor its principals are presently debarred, suspends proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal. The lower tier participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. are applicable thereto.

The undersigned chief legal counsel for the _____
Name and Title of Authorized Official

hereby certifies that the above mentioned individual has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Name of Applicant's Attorney

Date

CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that,

1. No Federal appropriated funds have been 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the 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 the Federal appropriated funds have been paid or will be paid 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 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.
3. The undersigned shall require that the language of this certification be included in the award Documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2010

Company Name: _____

By,

Signature of Company Official

Name and Title of Company Official

BUY AMERICA CERTIFICATE

Certificate of Compliance with Section 165 (a)

The proposer hereby certifies that it will comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Company Name

Signature of Company Official

Name and Title of Company Official

Date

Or

Certificate of Non-Compliance with Section 165 (a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR 661.7

Company Name

Signature of Company Official

Name and Title of Company Official

Date

DBE/LBE/SBE PARTICIPATION REPORT

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE/LBE/SBE		NON- DBE/LBE/SBE		SCOPE OF WORK & CERTIFICATION TYPE & CERT. NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	Male	Female	Male	Female			

Name of Authorized Officer of Consultant Firm (Print or Type)

Signature of Authorized Officer of Consultant Firm (Print or Type)

Date

Total D/L/SBE (Male):

Total D/L/SBE (Female):

Total Non D/L/SBE (Male):

Total Non D/L/SBE (Female):

Appendix D: Drug and Alcohol Testing Regulations

SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS CONTRACTOR COMPLIANCE GUIDELINES

Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. §5331 and 49 Code of Federal Regulations ("CFR") Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or LTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor further agrees to certify annually its compliance with Parts 653 and 654 on or before March 15 and to submit the Management Information System (MIS) reports on or before March 15 to Lisa Rheinheimer, Executive Director, San Benito LTA. To certify compliance 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.

2. PURPOSE

The purpose of this Drug-Free Workplace Policy ("Policy") is to set forth policies, procedures and guidelines to effectively deal with and eliminate substance abuse and its effects in the LTA workplace.

3. REASONS FOR ADOPTION OF POLICY

- 2.1. Based on studies, substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale and impaired public relations. It is the goal of the LTA, therefore, to eliminate substance abuse in the workplace by clearly stating employee responsibilities relative to substance abuse and by providing the Personnel Officer with guidelines and procedures for the detection of such abuse and the enforcement of this policy.
- 2.2. It is the responsibility of all LTA employees to cooperate in efforts to protect the lives and property of co-workers and fellow citizens. Employees shall, therefore, take all necessary steps to abide by and cooperate in the implementation and enforcement of this policy.
- 2.3. The LTA encourages employees who believe that they may have a drug or alcohol problem to seek counseling, assistance and/or rehabilitation, and will be supportive of those employees who voluntarily seek such help. However, the LTA will be equally firm in identifying and disciplining those employees who continue to be substance abusers.
- 2.4. Alcohol or drug abuse in the LTA workplace will not be tolerated, and disciplinary action, up to and including termination, will be imposed for all violations of this policy in order to achieve the goal of eliminating substance abuse in the LTA workplaces.

4. DEFINITIONS

For the purposes of this Policy only, the following definitions apply:

- a. **CONTROLLED SUBSTANCES:** Any drugs that are classified by the Drug Enforcement Administration (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. A drug in any of these schedules identifies that it is "controlled" and determines the nature of supervisory control that must be exercised. Alcohol is also considered a "CONTROLLED SUBSTANCE" for the purpose of this policy.
- b. **DRUG TEST(S):** The compulsory production and submission of breath, urine or blood by an Employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug or alcohol usage.
- c. **DRUG USE:** Use of a prescribed medication or controlled substances.
- d. **EMPLOYEE(S):** Any person employed by the LTA in a probationary, temporary, full-time or part-time capacity.
- e. **MEDICAL REVIEW OFFICER (MRO):** The Medical Review Officer is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's positive test result together with his or her medical history and other relevant biomedical information.
- f. **PERSONNEL OFFICER –** The San Benito County or LTA Personnel Officer or his or her designee.
- g. **POSITIVE TEST RESULT --** The detection during a drug test of the presence of alcohol (at any level) or the presence of any drug(s) (at or above the levels described in Section [IV] [E] [6]) in an employee's system.
- h. **PROHIBITED PRESENCE OF CONTROLLED SUBSTANCES --** The presence of any controlled substance in an employee's system at a positive test result level.
- i. **REASONABLE SUSPICION --** A belief based upon objective facts sufficient to lead a reasonably prudent Personnel Officer to suspect that an employee has a prohibited presence of controller substances in his or her system so that the employee's ability to perform the functions of the job is impaired, or so that the employee's ability to perform his or her job safely is reduced. For example, without limitation, any of the following, alone or in combination, will constitute reasonable suspicion:
 - Slurred speech;
 - Alcohol odor on breath;
 - Unsteady walking and movements;
 - An accident involving LTA property;
 - Physical altercation;
 - Verbal altercation;
 - Unusual behavior;
 - Possession of alcohol or drugs;

- Information obtained from a reliable person with personal knowledge;
Disorientation or job impairment (inability to perform employee's job in a routine manner);
- Glassy eyes;
- Drowsiness;
- Euphoria;
- Mood swings;
- Inattentiveness;
- Excitement or confusion;
- Irritability;
- Aggressiveness;
- Intoxicated behavior without odor of drugs/alcohol.

NOTE: This is not an exhaustive list.

- j. ON DUTY -- The status of an employee who is at his or her place of work and is being compensated by the LTA for performing said work.
- k. SUBJECT TO - DUTY -- The status of an employee who is scheduled to report for work at an assigned time and who has not been finally and completely released from -the responsibility of performing further work-that day. "Subject to Duty" also means any employee who is responsible for being available to perform work on an emergency basis when called to do so (i.e., in an "on-call" status), if said employee is guaranteed extra compensation because of his or her status as being "on-call". An employee who is simply responsible for responding if available, when said employee is not within either definition above, is not considered to be "Subject to Duty" for the purposes of this Policy.

5. PROCEDURES

4.1. EMPLOYEE RESPONSIBILITIES

- 4.1.1. An employee shall not be on duty or subject to duty with a prohibited presence of controlled substances in his or her system at the levels described in Section (IV) (E) (6) of this policy or alcohol at any level.
- 4.1.2. An employee shall notify his or her Supervisor before beginning work when taking any medications or drugs, prescription or non-prescription which may interfere with the safe and effective performance of duties or operation of LTA equipment. If the Supervisor reasonably believes that there is a question regarding an employee's ability to safely perform assigned duties while using such prescription or nonprescription medications or drugs, and the Personnel Officer concurs, a written advice letter from the employee's physician shall be required stating that the employee's ability to safely perform required duties is not impaired.
- 4.1.3. An employee shall immediately complete and sign a consent form when requested to do so by the employee's Department Head or Supervisor. The consent form will provide for (1) the employee's submission to a drug test at an authorized clinic and (2) the release of the test results to the LTA.

- 4.1.4. An employee shall, within 24 hours or next business day of a written request from the employee's Department Head or Supervisor, provide to the Personnel Officer, a bona fide written verification of a current valid prescription issued to the employee, or a doctor's written advice letter, for any controlled substances, or potentially impairing drug or medication identified in a drug test.
- 4.1.5. An employee shall not participate, directly or indirectly, in the unlawful manufacture, distribution, sale, dispensation, possession or use of a controlled substances to any person including any employees, while either employee or both employees are on duty, subject to duty, or on or in LTA property.
- 4.1.6. An employee shall notify the Personnel Officer within five (5) days of any conviction (including pleas of "no contest" or "nolo contendere") for a violation of any state or federal drug law in the workplace. Employees should be aware that the LTA shall comply with state and federal drug free workplace requirements as a condition of receiving any state or federal grant funds. Under the drug-free workplace requirements, the LTA shall notify the appropriate agency providing grant funds of any employee's conviction of a criminal drug statute in the workplace within ten (10)' calendar days after receiving notice from the employee, or in any way receiving notice of said violation. This notification must include the employee's name and position title. In compliance with the drug-free workplace requirements, the LTA shall, within thirty (30) calendar days of receiving notice from the employee or in any way receiving notice of said violation, take appropriate disciplinary action, consistent with the Rehabilitation Act of 1973, or refer the employee for participation in a substance abuse assistance or rehabilitation program.
- 4.1.7. An employee must not alter or switch blood, breath or urine samples for testing pursuant to this policy.
- 4.1.8. An employee must comply with any and all provisions of this policy. An employee's failure to comply with any provisions of this policy including, without limitations, submission to a drug test pursuant hereto, shall be grounds for the imposition of disciplinary action.

4.2. MANAGEMENT RESPONSIBILITIES

- 4.2.1. Department Heads and Supervisors are responsible for the enforcement of this policy.
- 4.2.2. The Department Heads and Supervisors shall only request the employee to sign a consent form providing for (1) the employee's submission to a drug test at an authorized clinic, and (2) the release of the test results to the LTA, in the following two situations:
 - a. When reasonable suspicion exists that the employee has a prohibited presence of controlled substances in his or her system; or

- b. When the employee is involved in an accident or incident in which any person is injured or there is damage to property, a drug test shall be performed as soon as possible after the incident or accident, but no later than 24 hours after the incident.
- 4.2.3. Documentation: The Department Head and Supervisor when requesting an employee to submit to a drug test, shall document in writing the facts constituting the reasonable suspicion that the employee in question has a prohibited presence of controlled substances in his or her system.
- 4.2.4. Prerequisite: Prior to the administration of any drug test, the Department Head and Supervisors shall first obtain from the employee to be tested a completed and signed consent form in the form attached hereto.
- 4.2.5. Refusal to submit to a drug test: Whenever the Department Head and Supervisors encounters an employee who refuses to complete and sign a consent form, or refuses an order to submit to a drug test, the Department Head and Supervisors shall remind the employee of the requirements and disciplinary consequences of this policy.
- 4.2.6. Where the Department Head and Supervisors has a reasonable suspicion that there is a prohibited presence of controlled substances in an employees system, the Department Head and Supervisors shall, after the employees submission to a drug test, detain the employee for a reasonable time until the employee can be safely transported home.
- 4.2.7. The Department Head and Supervisors shall physically search the employee and shall search the personal possessions of the employee only with the freely given written consent of the employee.
- 4.2.8. Department Heads and Supervisor shall notify the Personnel Officer whenever they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area jointly or fully controlled by the LTA.

4.3. REHABILITATION

- 4.3.1. General: The LTA encourages those employees who think that they may have a problem with drugs and/or alcohol to seek assistance and rehabilitation. The County has an Employee Assistance Program (EAP) to assist employees in securing help for addressing their drug and alcohol problems, as well as other personal problems. Employees may contact the EAP directly or contact the Personnel Officer and request the phone number of the EAP.
- 4.3.2. First Offense: First violation of this policy will result in the employee receiving a positive test result for the following drugs:
 - Alcohol
 - Marijuana
 - Amphetamines

- Opiates (morphine, codeine)
- Barbiturates
- Benzodiazepines (valium)
- Methaqualone (qualudes)
- Propoxyphene (darvon)

The employee shall be given the opportunity to enter a drug and/or alcohol treatment program as a condition of continued employment. However, entry into said program shall not preclude the imposition of disciplinary action.

- 4.3.3. Voluntary Referral: A decision by an employee to voluntarily seek treatment or rehabilitation for the first time, shall not be the basis for disciplinary action.
- 4.3.4. Rehabilitation or Treatment Program: Employees who undergo treatment and/or rehabilitation will be required to sign Rehabilitation "Acknowledgement and Consent Form". In said Acknowledgement (see attached) the employee promises to complete the treatment or rehabilitation program and to comply with other terms stated therein. If the employee violates this agreement, he or she shall be subject to disciplinary action up to and including dismissal.
- 4.3.5. Leave: At the employee's request, and if the Personnel Officer determines it is reasonably required, the employee will be granted a leave of absence without pay in order to accommodate treatment and rehabilitation.
- 4.3.6. Follow-up Testing: If an employee has entered a rehabilitation program, the employee may be required to submit to random drug tests for up to three years after completion of the program. If further substance abuse is detected upon such testing, the employee shall be subject to disciplinary action.

4.4. DRUG TESTING GUIDELINES

4.4.1. Drug Testing Procedures:

- a. The testing procedures and safeguards provided in this policy to ensure the integrity of LTA drug testing shall be adhered to by any personnel administering drug tests.
- b. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. Each employee shall provide positive identification to testing personnel.
- c. A pretest interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- d. Specimen collection:

- i. The testing facility area shall be private and secure.
 - ii. Testing personnel shall take all steps. Reasonably necessary to assure that the sample produced is free of contaminants.
 - iii. Testing personnel shall require the employee being tested to remove any unnecessary outer garments (i.e., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the employee's outer garments. The employee shall retain control of his or her wallet.
 - iv. Any urinal or toilet shall be filled with blue-colored water.
 - v. The employee being tested shall wash his or her hands with soap and water.
 - vi. The hot water shall be turned off to the room where the employee provides the urine sample.
 - vii. The employee shall urinate into one container. The container shall be sealed by the employee and the employee's identifying mark shall be placed on the container.
 - viii. After obtaining the sample, it shall be tested for appropriate temperature and the actual temperature recorded.
 - ix. The sample container shall be immediately sealed, appropriately labeled, and the number rechecked to ensure it is referenced to the employee providing the sample.
 - x. The sample shall be stored in a secure area in accordance with laboratory procedure until delivery to the contracting laboratory.
 - xi. Testing personnel shall be certified as qualified to collect urine samples or adequately trained in collection procedures.
- e. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than one (1) hour to give a sample, during which time he or she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.

4.5. DRUG TESTING METHODOLOGY

4.5.1. The testing or processing phase shall consist of a two-step procedure:

- a. An initial screening test, and
- b. A confirmation test.

4.5.2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result shall not be considered conclusive; rather, it shall be classified as "confirmation pending." Notification of test results to the Personnel Officer shall be withheld until the confirmation test results are obtained.

4.5.3. A specimen testing positive shall undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

4.5.4. The drug tests selected shall be capable of identifying alcohol, marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates.

4.5.5. The presence of alcohol, at any level, in an employee's system shall be considered a positive test result.

4.5.6. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

	Initial Test Level (ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	5
Amphetamines	1,000

* 25 ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a POSITIVE TEST RESULT when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	Level (ng/ml)
Marijuana metabolite	15 (1)
Cocaine metabolite	150 (2)
Opiates:	
Morphine	300*
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

(1) Delta-9-tetrahydrocannabinol – 9 – carboxylic acid

(2) Benzoyllecgonine

* 25 ng/ml if immunoassay specific for free morphine.

- 4.5.7. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrate proficiency in urinalysis.
- 4.5.8. Employees having negative drug test results shall receive a memorandum from the LTA stating that no illegal drugs or alcohol were found. If the employee requests such, a copy of the letter shall be placed in the employee's personnel file.

4.6. CHAIN OF EVIDENCE-STORAGE

- 4.6.1. Each step in the collecting and processing of the urine or blood specimens shall be documented to establish the procedural integrity of the chain of custody.
- 4.6.2. Where a positive test result is confirmed, urine or blood specimens shall be maintained in secured, refrigerated storage for an indefinite period.
- 4.6.3. In the event of a positive test result, the contracting laboratory shall send the balance of the test specimen to a NIDA referee laboratory where the specimen shall be tested.
- 4.6.4. The test shall be confirmed as a positive test result if there is any presence of the drug for which the employee initially tested positive.

4.7. DRUG TEST RESULTS

- 4.7.1. All records pertaining to LTA required drug tests shall remain confidential to the extent permitted by applicable law, except for disciplinary purposes.

Such records shall not be provided to other employers or agencies without the written permission of the person whose records are sought, except as otherwise provided by law.

- 4.7.2. Drug test results and records shall be stored and retained in compliance with applicable law.

4.8. MEDICAL REVIEW OFFICER

- 4.8.1. The LTA shall contract for a Medical Review Officer (MRO) who will be responsible for the determination of positive test results.
- 4.8.2. The laboratory shall report all drug test results to the MRO. The MRO shall review all positive drug tests against the information provided by the employee (prior to the drug test being administered) on the questionnaire.
- 4.8.3. If the MRO determines there is a valid explanation for the positive test result, the test shall be reported as negative.
- 4.8.4. If no valid explanation is determined for the positive test results, then the test shall be reported as positive.
- 4.8.5. The MRO shall examine all employees, prior to submission to a drug test, who have been sent for a drug test based upon reasonable suspicion. The purpose of the examination is to determine if there is in fact reasonable suspicion to test the employee. If the MRO determines that there is no reasonable suspicion for testing, based upon physical symptomatology, the employee shall then be returned to the Personnel Officer for action.

4.9. DRUG TESTING DEFINED

Drug tests may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his or her job. Drug groups which are the focus of screening included, but are not limited to, the following:

- Amphetamines/methamphetamines
- Barbiturates
- Benzodiazepines (valium)
- Cocaine
- Methadone
- Methaqualine (qualudes)
- Oplafes (morphine, codeine, heroin)
- Phencyclidine (PCP)
- Propoxyphene (darvon)
- Marijuana
- Alcohol

4.10. PRE-EMPLOYMENT PHYSICAL EXAMINATION

- 4.10.1. Required: All pre-employment physical examinations shall include drug tests.

- 4.10.2. Results: A positive test result from a drug test may result in the applicant not being hired if the applicant's use of drugs and/or alcohol could affect requisite job standards duties or responsibilities.

If a drug test results in a positive test result at the pre-employment physical, the applicant shall provide a written verification of a prescription for the drug identified in the drug test from the prescribing physician within 24 hours or next business day. If the drug prescribed is one that is likely to impair the applicant's ability to perform the job duties the applicant shall be refused employment.

4.11. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature shall be contained in a separate confidential medical folder that shall be securely kept under the control of the Personnel Officer. The reports or test results may be disclosed to LTA management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without patient consent, may also occur when:

- The information is compelled by law or by judicial or administrative process;
- The information has been placed at issue in a dispute between the LTA and the employee;
- The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

4.12. DISCIPLINARY ACTION

Disciplinary action, up to and including dismissal, may be taken against an employee for failure to comply with any of the provisions of this Policy.

I hereby acknowledge receipt of the Local Transportation Authority Substance Abuse Policy. I understand that it is my responsibility to read and comprehend its contents. If I have any questions, I shall contact my Supervisor or Department Head.

By signing below, I hereby give consent to the drug and alcohol test.

Employee Name (Print)

Date

Employee Signature

CONSENT FOR DRUG AND ALCOHOL TESTING

I hereby authorize (insert name of laboratory or clinic) to collect from me the following specimens for conducting tests on such samples to determine the presence of alcohol, drugs, their metabolites, or other substances that violate the San Benito County Local Transportation Authority's Drug Free Workplace Policy:

☐ Blood ☐ Urine ☐ Breath ☐ Other: _____

I hereby authorize (insert name of physician) to conduct an examination on me.

I consent to the release of examination and/or test results to the LTA or designee for use in disciplinary actions or for other legitimate work related purposes.

The LTA may disclose the test results (insert contractor) to for evaluation or consultation.

This consent is effective immediately and I understand that I have a right to receive a copy of this authorization.

By signing below, I hereby give consent to the drug and alcohol test.

Employee Name (Print)

Date

Employee Signature

Witness Name (Print)

Date

Witness Signature

By signing below, I hereby do not give consent to the drug and alcohol test.

Employee Name (Print)

Date

Employee Signature

Explanation for Refusal:

Personnel Officer's Signature
Attesting to accuracy of the forgoing

Date

ACKNOWLEDGEMENT AND CONSENT FORM

THIS DOCUMENT IS A CONFIDENTIAL DOCUMENT AND IS NOT A PUBLIC RECORD.

I, an employee of (insert name of contractor) , a general law County service, holding the position of (insert position) do hereby acknowledge the existence of the facts set forth herein, and give my consent as hereinafter set forth:

1. Acknowledgements. I hereby voluntarily acknowledge the following facts to be correct:
 - a. That I have a substance abuse problem consisting of and
 - b. That I have, or I will have within not to exceed ten (10) consecutive calendar days following the execution of this Acknowledgement and Consent Form, enter into a rehabilitation program to wit: (describe program)
 - c. That the LTA will refer me to a counselor if available under the then current Employee Assistance Program to advise me as to what treatment/rehabilitation plans are available under the then existing employee's health insurance plan provided by the LTA. The counselor will assist me in selecting the appropriate treatment/rehabilitation plan. The CONTRACTOR'S contribution to the Employee's Health Insurance Plan will be the CONTRACTOR'S only financial responsibility for my participation in a treatment/rehabilitation plan.
 - d. That I am aware of, and have received a full copy of the LTA's policy as set forth in Section 6.9 of the LTA Administrative Policies and Procedures, entitled, "Drug Free Workplace"; and
 - e. That it is my intention to fully participate in the rehabilitation program and from and after the date of the execution of this Acknowledgement and Consent Form, comply with all of the provisions of the LTA's Section 6.9, "Drug Free Workplace"; and
 - f. I further acknowledge that any future violation of the provisions of Section 6.9, of the LTA's policy "Drug Free Workplace" will result in disciplinary action against me.
2. Consent. I hereby consent, f or a period of one (1) year following the date of execution of this Consent and Acknowledgement Form, to undergo physical and/or physiological examinations and/or to submit to random testing, at the direction of the Personnel officer of the County or LTA, of my blood, urine, breath and/or other body fluid specimens for the purpose of testing for substance abuse.
3. Confidentiality of Form. It is my understanding that this form is a confidential document and the contents hereof shall not be released by LTA, in any form, without my prior written consent, or by the issuance of a judicial order providing f or the release of this document or any information contained thereon.

Employee Name (Print)

Date

Employee Signature

Accepting LTA Personnel Officer

Appendix E: National Transit Database Reporting Requirements

NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS

The National Transit Database (NTD) is more than just a compilation of financial and operating data from the nation's transit agencies. It is a cooperative effort of the federal government, transit agencies, industry trade organizations, consultants, universities, and other researchers, involving:

- Thorough training and documentation by the Federal Transit Administration (FTA)
- Extensive data gathering and reporting by the transit agencies
- Auditing of financial data and review of operational data by the transit agencies' independent auditors
- Certification of the data by the chief executive officer of the transit agencies
- A new state-of-the art Internet-based reporting system
- Detailed review and validation by FTA's contractor
- Publication of the data in a variety of hard copy and electronic formats
- Application of the data in apportionment of more than \$3 billion per year in federal grants
- Extensive application of the data by many sectors, including the federal government, transit agencies, planning agencies, consultants, universities, and other researchers

Figure A-1 summarizes the overall schedule of activities in the typical NTD reporting year. The NTD reporting year is the calendar year. Transit agencies submit data on the basis of their fiscal years; the NTD receives data from 301 agencies with fiscal years ending on June 30, 96 agencies for fiscal years ending on September 30, and 183 agencies with fiscal years ending on December 31.

Important aspects of the NTD process involve:

- **Preparation:** Before the NTD report is prepared, and beginning even before the reported fiscal year, FTA and the transit agencies start assembling the data and preparing the report. FTA provides training seminars throughout the nation to introduce new transit staff to the NTD and to update experienced staff in recent improvements and changes. Approximately five or six seminars are conducted each year. The seminars usually begin in early February and end in April or May and are conducted in many locations throughout the U.S. The purpose of the seminars is to assist transit agency staff in understanding the reporting process and in compiling the NTD report. The instructors present detailed form-by-form reviews using examples and defining common terms, highlight reporting changes and requirements, and provide an overview of current reporting software, publications, and reference materials. One-on-one sessions and software demonstrations are offered at all seminars.

In addition, an annual reporting manual is sent to each transit agency in late January or early February, well in advance of the beginning of the next fiscal year (which for some agencies begins in July). The report manual details the reporting requirements and any

changes, explaining who, what, and when to report; providing line-by-line reporting instructions for each form and updating data definitions. FTA also sends to each transit agency the diskettes on which the data is submitted. Recently, FTA has begun introducing NTD reporters to the new Internet-based reporting system, which is optional in FY 2000 and will become mandatory in FY 2001.

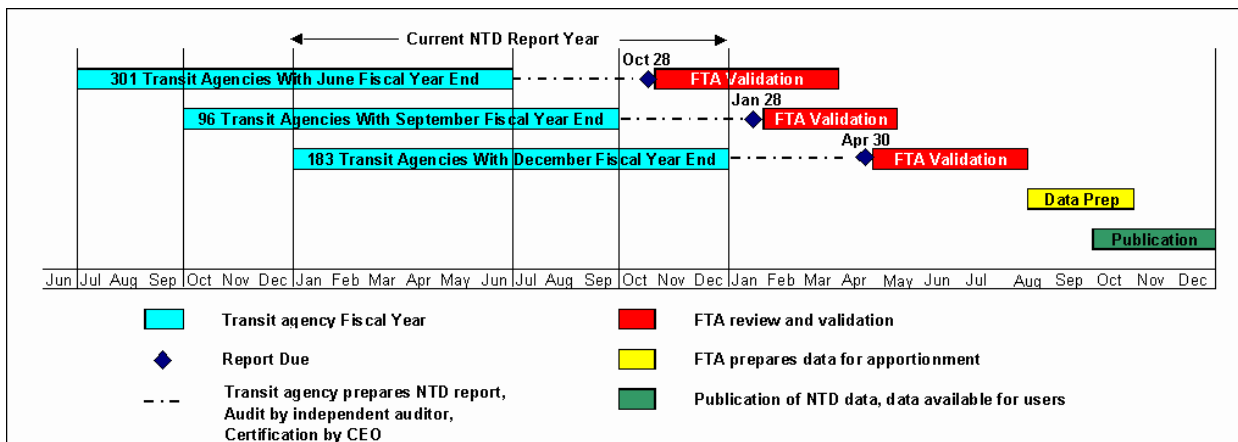


Figure A-1: NTD Reporting Schedule

- **Preparation of report:** Throughout the fiscal year, the transit agencies assemble financial and operating data to be used in the preparation of the annual NTD report. At some transit agencies, many of the NTD data elements are routinely included in monthly and quarterly management reports. At year-end, special financial and operational reports are generated; this can involve both automated and manual procedures. The data is entered onto the reporting diskette (and the Internet-based reporting system).
- **Audit and certification:** Certain financial and operating data must be certified by the transit agency's independent financial auditor and by the chief executive officer of the agency. The financial audit frequently is due within 90 days of the end of the fiscal year.
- **Submission:** Most transit agencies are required to have certain financial and operating data reviewed by an independent financial auditor. All agencies are required to have the data certified by the Chief Executive Officer (CEO) of the agency. The audit review and the CEO certifications are to be submitted with the NTD report within four months of the end of the fiscal year (in other words, within one month after the three-month period typically required to close the financial records for the prior fiscal year and perform the financial audit).
- **Validation:** The validation process, undertaken by experienced analysts engaged by FTA, consists of four steps: Preliminary Review, Detailed Review, Follow-up Review, and Closeout. FTA performs a variety of mathematical checks to insure that the NTD reporting requirements are met and that the reported data make sense and fall into reasonable ranges. Over 250 validation checks are performed during this process. These checks are more extensive than the 55 error checks included in the Reporting Software diskettes and the current version of the Internet-based reporting system that are applied prior to the transit agency submitting the NTD report to FTA.

- **Preliminary Review:** The objective of the Preliminary Review is to ensure that a transit agency's report submission is sufficient to conduct validation. The status of each form, key indicators, error checks, and audit reviews/CEO certifications are reviewed. FTA also verifies that the required information has been completed and submitted and the report corresponds with any waivers and/or extensions previously processed for the transit agency.
- **Detailed review letter:** Upon completion of the initial review, the data is subjected to a series of computerized checks to assess their completeness and reasonableness of the data. The checks include, but are not limited to, logic checks between data items on different forms, range checks for typical values found among transit agencies with similar operating characteristics and time series checks. If needed, Upon occasion the analyst will call the transit agency for additional information or clarification on some of the report items. The issues or problems identified and summarized are sent to the transit agency in a Detailed Review Letter (DRL). The transit agency is given 15 days to respond to the DRL.
- **Response:** Transit agencies should address all issues and problems identified in the DRL. The CEO and independent auditor, as required, must concur with any revisions. In some cases, the transit agency may determine that the reported data are correct, despite inconsistency with industry trends and prior results.
- **Follow-Up Review:** A follow-up is conducted once the agency submits its response to the DRL. This revised data is again subjected to the same series of computerized checks in the Detailed Review to assess the completeness and reasonableness. If issues remain or new problems are identified from the review of the agency's updated data, they are summarized in a Follow-Up Letter (FUL) that is sent to the transit agency. The transit agency is given seven days to respond to the FUL.
- **Response:** Like its response to the DRL, the transit agency should address all issues and problems identified in the FUL and should state that the CEO and/or independent auditor, as required, has/have concurred with any revisions.
- **Closeout:** A final review is conducted once the transit agency submits its response to the FUL. This revised data are again subjected to the same series of computerized checks used in the FUL. At the completion of the validation process, a Closeout Letter is sent to the transit agency. This letter will a) document any unresolved issues or problems after the Follow-up review or b) comment on the completeness of the reported data, how it will be included in the NTD, how it will appear in publications, and how it will be applied in the apportionment of Federal funds.
- **Consolidation:** As NTD reports are approved, the comprehensive database of all data, from all forms, for all reporters is assembled. This is a relational database that permits the development of standard and customized queries and reports.
- **Apportionment:** Upon completion of the validation process and the consolidation of all of the NTD data, the initial application of the data is the development of the key variables applied in the Section 5307 Urbanized Area Formula Grant Program and the Section 5309 Fixed Guideway Modernization Program. This data is provided to the FTA Office of

Program Management to determine formula unit grant dollars and the apportionment of grant funds among the urbanized areas.

- **Publication and use of data:** The NTD data is then made available to the transit industry and other users in the following formats:
- **Data tables:** a standard set of 31 tables that summarize key indicators of expense, revenue, transit service supplied and consumed, and measures of effectiveness and efficiency.
- **Transit profiles:** one-page summaries for each transit agency's current financial performance and trends in six key performance measures.
- **Transit summary and trends:** an industry-wide review of overall trends and detailed examination by agency size and by mode.
- **Form-by-form data:** all of the numerical data submitted, by form.

The data tables, transit profiles, and summary and trends are published in hard copy and are available on the NTD website (www.ntdprogram.com) in Portable Document Format (.pdf), Microsoft Excel (.xls), and Hypertext Markup Language (.html) formats. The form-by-form data is available only at the website in .xls and .html formats.

Appendix F: LTA Vehicle, Facility and Equipment List

COUNTY EXPRESS VEHICLES

Last 5 VIN	Year / Make	Capacity	Fuel Type
02899	2002 Chevrolet Activan	5A/1WC	Gasoline
03591	2002 Chevrolet Activan	5A/1WC	Gasoline
03573	2002 Chevrolet Activan	5A/1WC	Gasoline
14730	2003 Bluebird Xcel	37A/2WC	CNG
14731	2003 Bluebird Xcel	37A/2WC	CNG
85225	2004 Transporter	14A/2WC	Gasoline
78945	2007 Starcraft	14A/2WC	Gasoline
05654	2008 Starcraft	14A/2WC	Gasoline
01432	2008 Starcraft	14A/2WC	Gasoline
52879	2008 Starcraft	14A/2WC	Gasoline
52877	2008 Starcraft	14A/2WC	Gasoline
52880	2008 Starcraft	14A/2WC	Gasoline
13647	2008 Starcraft	14A/2WC	Gasoline
10017	2008 Starcraft	14A/2WC	Gasoline
13644	2008 Starcraft	14A/2WC	Gasoline
56588	2007 Bluebird Xcel	23A/2WC	Diesel
01622	2008 Glaval Titan	23A/2WC	Diesel
03123	2008 (Glaval Titan	23A/2WC	Diesel

SPECIALIZED TRANSPORTATION VEHICLES

Last 5 VIN	Year / Make	Capacity	Fuel Type
60728	2001 Ford Aerotech	18A/2WC	Gasoline
95097	2003 Chevrolet Venture	5A/1WC	Gasoline
24311	2000 Ford Windstar	5A/1WC	Gasoline
01408	2008 Ford Starcraft	12A/2WC	Diesel
36585	2008 Chevrolet Uplander	5A/1WC	Gasoline
53004	2004 Ford Braun Transporter	6A/1WC	Diesel

COUNTY EXPRESS RADIO SYSTEM

Quantity	Description
One (1)	Motorola Mitrek Console Base Unit
Two (2)	Motorola RF Link Control Units
One (1)	Motorola Command Series Remote Adapter
One (1)	Motorola Command Series Remote with Foot Switch

SPECIALIZED TRANSPORTATION RADIO SYSTEM

Quantity	Description
One (1)	Motorola Radius M1225

COUNTY EXPRESS COMPUTER

Quantity	Description
One (1)	Dell Optiplex GX745
	Processor: Intel PentiumD 945/3.40GHz, 2x2M, 800FSB
	Memory: 1.0 GB, 667MHZ DDR2 2x512
	Video Card: 128 MB ATI Radeon X1300 Graphics
	Hard Drive: 80GB SATA 3.0Gb/s and 8MB DataBurst Cache
	CD-ROM/DVD-ROM: 48x32 CDRW/DVD Combo
	Floppy Disk Drive: 3.5" inch. 1.44MB
	Speakers: Internal Chassis Speaker
	Monitor: 1708FP Flat Panel with Height Adjustable Stand
	Operating System: Windows XP Professional Service Pack 3
	Software: Microsoft Office Professional
	Keyboard: Basic Keyboard with No Hot Keys
	Mouse: USB 2 Button Entry Mouse with Scroll

Appendix G Future Capital and Planning Projects

The following is a list of future capital and planning projects that the LTA is anticipating to implement or conduct. The project list is meant to provide proposers insight to LTA's vision for CE and ST operations. However, all the projects below are subject to funding availability.

- On-Board Security Cameras
- Dispatch Software
- Guaranteed Ride Home Program
- Bus Stop Shelters
- Short Range Transit Plan
- Long Range Transit Plan

Appendix H: CE Schedule and Maps

Fixed Route service operates Monday – Friday. During the summer months, only the Green and Red Lines operate.

Green Line										
4th & San Benito	Meridian & Chappell	Memorial & Hillcrest	Hazel Hopkins	Tres Pinos & Ladd	Tres Pinos & Rancho	San Benito High School	RO Hardin School	Mission Oaks MHP	Health Foundation	4th & San Benito
6:21	6:23	6:26	6:35	6:38	6:39	6:42	6:47	6:52	6:55	7:00
7:01	7:03	7:06	7:10	7:13	7:14	7:17	7:22	7:27	7:30	7:35
7:36	7:38	7:41	7:52	7:55	7:56	7:59	8:04	8:09	8:13	8:18
8:27	8:29	8:32	8:41	8:44	8:45	8:48	8:53	8:58	9:01	9:06
9:07	9:09	9:12	9:21	9:24	9:25	9:28	9:33	9:39	9:42	9:47
9:48	9:50	9:53	10:02	10:05	10:06	10:09	10:15	10:21	10:24	10:29
10:30	10:32	10:35	10:44	10:47	10:48	10:51	10:57	11:03	11:06	11:11
No Service Until 2:00 p.m.										
2:00	2:02	2:05	2:14	2:17	2:18	2:21	2:27	2:33	2:36	2:41
2:42	2:44	2:47	2:56	3:09	3:10	3:13	3:19	3:25	3:29	3:33
3:34	3:36	3:39	3:48	3:51	3:52	3:55	4:01	4:07	4:11	4:15
4:16	4:18	4:21	4:30	4:33	4:34	4:37	4:43	4:49	4:53	4:57
4:58	5:00	5:03	5:12	5:15	5:16	5:19	5:25	5:31	5:35	5:40

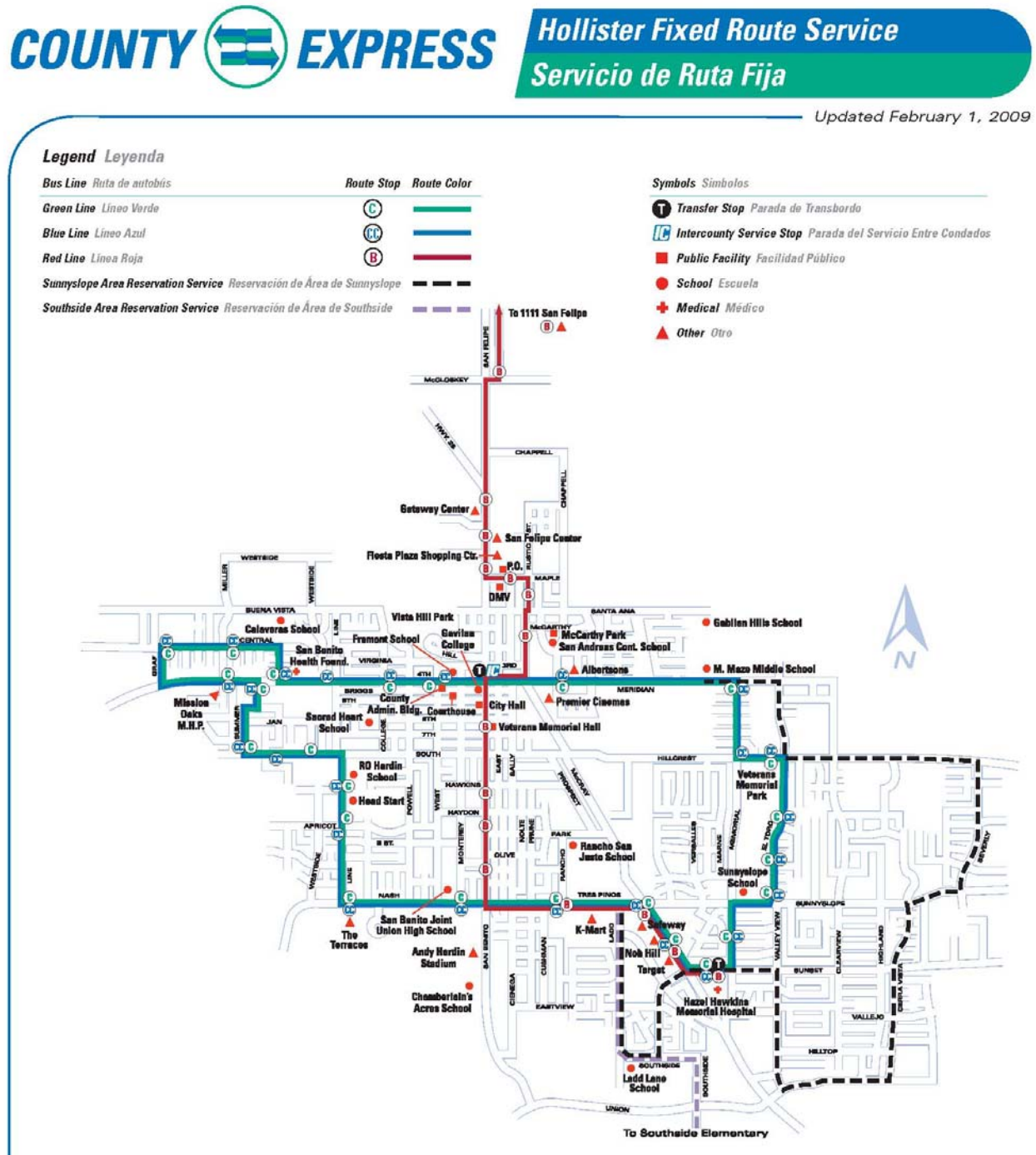
Blue Line

4th & San Benito	Health Foundation	Mission Oaks MHP	RO Hardin School	San Benito High School	Tres Pinos & Rancho	Hazel Hopkins	Memorial & Hillcrest	Meridian & Chappell	4th & San Benito
6:21	6:26	6:29	6:34	6:38	6:41	6:50	6:54	6:57	7:00
7:01	7:06	7:10	7:15	7:19	7:22	7:31	7:37	7:40	7:43
7:44	7:49	7:53	7:58	8:02	8:05	8:14	8:20	8:23	8:26
8:27	8:32	8:35	8:40	8:44	8:47	8:56	9:00	9:03	9:06
No Service Until 2:05 p.m.									
2:05	2:08	2:14	2:19	2:23	2:26	2:35	2:40	2:44	2:47
2:48	2:51	2:57	3:02	3:06	3:09	3:18	3:23	3:27	3:30
3:31	3:34	3:40	3:45	3:49	3:52	4:01	4:06	4:10	4:13
4:14	4:17	4:23	4:28	4:32	4:35	4:44	4:49	4:53	4:56
4:57	5:02	5:06	5:11	5:16	5:19	5:28	5:32	5:38	5:42

Red Line

1111 San Felipe	4th & San Benito	San Benito & Richardson	Safeway	Target	Hazel Hopkins Hospital	Mabie Hospital	San Benito & Vine	San Benito & Nash	4th & San Benito	1111 San Felipe
						7:30	7:34	7:49	7:45	7:51
7:52	7:58	8:05	8:10	8:12	8:15	8:20	8:25	8:30	8:36	8:42
8:43	8:49	8:56	9:11	9:13	9:16	9:21	9:26	9:31	9:37	9:44
9:45	9:51	9:58	10:03	10:05	10:08	10:13	10:18	10:23	10:29	10:36
10:37	10:42	10:49	10:53	10:55	10:58					
No Service Until 2:00 p.m.										
						2:00	2:04	2:09	2:15	2:21
2:22	2:28	2:35	2:40	2:42	2:45	2:50	2:55	3:00	3:06	3:12
3:13	3:19	3:26	3:31	3:33	3:36	3:41	3:46	3:51	3:57	4:03
4:04	4:10	4:17	4:22	4:24	4:27	4:32	4:37	3:42	4:48	4:54
4:55	5:01	5:07	5:12	5:14	5:17					

Fixed Route Service Area Map:



Intercounty Gavilan operates Monday – Friday.

Intercounty Gavilan Typical Spring and Fall Schedule											
Vet's Park	Fourth/ San Benito	Fourth/ Miller	Abbe Park	Anzar High School	Arrive Gavilan College	Depart Gavilan College	Anzar High School	Abbe Park	Fourth/ Miller	Briggs Parking Garage	Vet's Park
Hollister	Hollister	Hollister	San Juan Bautista		Gilroy	Gilroy		San Juan Bautista	Hollister	Hollister	Hollister
6:40	7:00	7:01	7:15	7:20	7:45	-	-	-	-	-	-
-	7:20	7:21	7:35	7:40	8:05	-	-	-	-	-	-
7:30	7:40	7:41	7:55	8:00	8:25	-	-	-	-	-	-
-	8:15	-	-	-	8:45	8:50	9:10	9:20	9:39	9:40	9:45
10:10	10:20	10:21	10:35	10:40	11:05	11:10	11:30	11:40	11:59	12:00	-
12:05	12:15	12:16	12:30	12:35	1:00	1:15	1:35	1:45	2:04	2:05	2:10
2:20	2:30	2:31	2:45	2:50	3:15	3:20	3:40	3:50	4:09	4:10	4:15
3:30	3:40	3:41	3:55	4:00	4:25	4:30	4:50	5:00	5:19	5:20	5:25
4:35	4:45	-	-	-	5:15	5:15	-	-	-	6:05	6:10

Intercounty Gavilan Typical Summer and Winter Schedule											
Vet's Park	Fourth/ San Benito	Fourth/ Miller	Abbe Park	Anzar High School	Arrive Gavilan College	Depart Gavilan College	Anzar High School	Abbe Park	Fourth/ Miller	Briggs Parking Garage	Vet's Park
6:55 AM	7:05	7:06	7:20	7:25	7:50	8:00	8:20	8:30	8:49	8:50	8:55
10:00	10:10	10:11	10:25	10:30	10:55	11:00	11:20	11:30	11:49	11:50	11:55
2:00 PM	2:10	2:11	2:25	2:30	2:55	3:00	3:20	3:30	3:49	3:50	3:55

Intercounty Gavilan Typical Holiday Schedule											
Vet's Park	Fourth/ San Benito	Fourth/ Miller	Abbe Park	Anzar High School	Arrive Gavilan College	Depart Gavilan College	Anzar High School	Abbe Park	Fourth/ Miller	Briggs Parking Garage	Vet's Park
10:10	10:20	10:21	10:35	10:40	11:05	11:15	11:35	11:45	12:04	12:05	12:10
2:00	2:10	2:11	2:25	2:30	2:55	3:05	3:25	3:35	3:54	3:55	4:00

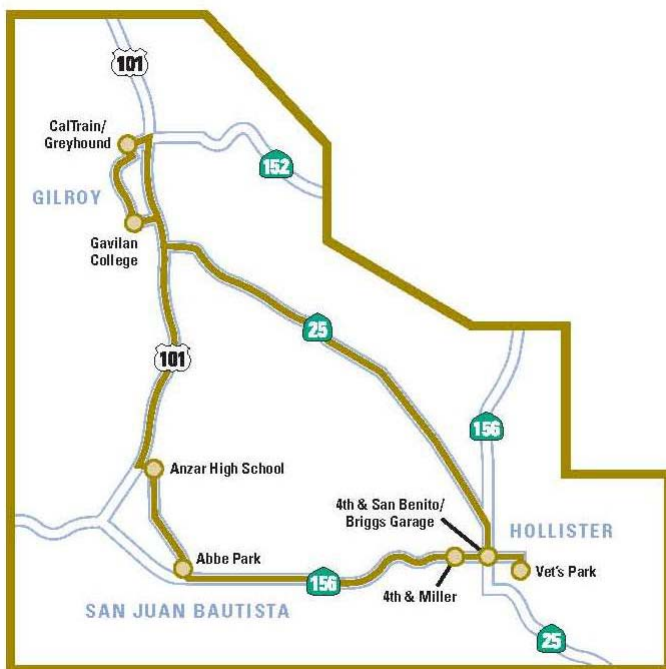
Intercounty Caltrain operates Monday – Friday. The last shuttle does not leave the train station until the last train arrives.

Intercounty Caltrain Typical Schedule						
Vet's Park Hollister	Fourth/ San Benito Hollister	Gavilan College Gilroy	Caltrain Station Gilroy	Caltrain Departure or Arrival*	Fourth / San Benito Hollister	Vet's Park Hollister
5:30 AM	5:35	-	6:00	Train #217: 6:07	6:25	6:30
5:50	5:55	-	6:20	Train #221: 6:30	6:50	-
6:25	6:30	-	6:55	Train #227: 7:05	7:25	-
4:35 PM	4:45	5:15	5:30	Train #158: 5:30	6:05	6:10
6:30	6:40	-	7:05	Train #270: 7:07	7:30	7:35
7:10	7:20	-	7:45	Train #276: 7:47	8:30	8:35

Intercounty Greyhound operates Saturday and Sundays.

Intercounty Greyhound Typical Schedule							
Vet's Park Hollister	Fourth/ San Benito Hollister	Abbe Park San Juan Bautista	Greyhound Station Gilroy	Greyhound Station Gilroy	Abbe Park San Juan Bautista	Fourth/ San Benito Hollister	Vet's Park Hollister
7:40 AM	7:45	8:00	8:20	8:25	8:45	9:05	9:10
9:15	9:20	9:35	9:55	10:00	10:20	10:40	10:45
12:20 PM	12:25	12:40	1:00	1:05	1:25	1:45	1:50
4:30	4:35	4:50	5:10	5:15	5:35	5:55	6:00

Intercounty Service Area Map:



Intercounty Routes to Gilroy from Hollister and San Juan Bautista

Appendix I: Sample CE and ST Reports

The following pages contain samples of the CE and ST reports that the Contractor(s) would submit to the LTA. The basic monthly report does not include all of the items listed in Part III, Section B, Paragraph 24 and Part III, Section B, Paragraph 20. Contractor(s) will be expected to incorporate the required items their report.

County Express Monthly Operations Report Fiscal Year 09/10 - September

WEEKDAYS

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Ticket Fares Collected	Ticket Sales	Service Days	Invoiced
Dial-A-Ride									
Paratransit									
Fixed Route									
Gavilan									
Caltrain									
Total	0	0	0.00	0	\$ -	\$ -	\$ -		\$ -

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Ticket Fares Collected	Ticket Sales	Service Days	Invoiced
Dial-A-Ride									
Greyhound									
Total	0	0	0.00	0	\$ -	\$ -	\$ -		\$ -

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Ticket Fares Collected	Ticket Sales	Service Days	Invoiced
Dial-A-Ride									
Total	0	0	0.00	0	\$ -	\$ -	\$ -		\$ -

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Ticket Fares Collected	Ticket Sales	Service Days	Invoiced
Dial-A-Ride	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Paratransit	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Fixed Route	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Gavilan	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Caltrain	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Greyhound	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Total	0	0	0.00	0	\$ -	\$ -	\$ -		\$ -

Incidental Passengers = Children under the age of 4 and Personal Care Attendants

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County Express Monthly Operations Report Fiscal Year 09/10 - September

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Ticket Fares Collected	Ticket Sales	Service Days	Invoiced
Dial-A-Ride	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Paratransit	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Fixed Route	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Gavilan	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Caltrain	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Greyhound	0	0	0.00	0	\$ -	\$ -	\$ -	0	\$ -
Total	0	0	0.00	0	\$ -	\$ -	\$ -		\$ -

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips		0
Turn Downs		0
No Shows		0
Cancellations		0
Employee Hours		0
Vehicles - Midday		
Vehicles - Peak		

NOTES

Incidental Passengers = Children under the age of 4 and Personal Care Attendants

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Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - July 2009

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	
Senior Lunch	0	0.00	0	\$ -	
Medical/Shopping Assistance	0	0.00	0	\$ -	
Total	0	0.00	0	\$ -	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	
Total	0	0.00	0	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Senior Lunch	0	0.00	0	\$ -	0
Medical/Shopping Assistance	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	0	0.00	0	\$ -	0
Senior Lunch	0	0.00	0	\$ -	0
Medical/Shopping Assistance	0	0.00	0	\$ -	0
Total	0	0.00	0	\$ -	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
729	
730	
731	
732	
733	
734	

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips		0
Unduplicated Passengers		0
Turn Downs		0
No Shows		0
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - July 2009

OUT OF COUNTY

Week of	ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
							0							0							0							0
							0							0							0							0
							0							0							0							0
							0							0							0							0
							0							0							0							0
							0							0							0							0
							0							0							0							0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SENIOR LUNCH

Week of	ONE WAY PASSENGERS						DONATIONS						REVENUE HOURS						REVENUE MILES					
	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total
						0					0	0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

MEDICAL/SHOPPING ASSISTANCE

Week of	ONE WAY PASSENGERS						FARES						REVENUE HOURS						REVENUE MILES					
	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total	M	T	W	TH	F	Total
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
						0						0						0						0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Sample CE Section 5310 Report Information

Vehicle 46					
Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
Total Days					
Ending Odometer					
Avg. Service Miles		#DIV/0!	Avg. Disabled and Wheelchair		#DIV/0!
Avg. Service Hours		#DIV/0!			
Avg. One-Way Passenger Trips		#DIV/0!			
Avg. Elderly		#DIV/0!			
Avg. Wheelchair		#DIV/0!			
Avg. Disabled		#DIV/0!			
Avg. Other Passengers		#DIV/0!			
Vehicle 47					
Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
Total Days					
Ending Odometer					
Avg. Service Miles		#DIV/0!	Avg. Disabled and Wheelchair		#DIV/0!
Avg. Service Hours		#DIV/0!			
Avg. One-Way Passenger Trips		#DIV/0!			
Avg. Elderly		#DIV/0!			
Avg. Wheelchair		#DIV/0!			
Avg. Disabled		#DIV/0!			
Avg. Other Passengers		#DIV/0!			
Vehicle 48					
Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
Total Days					
Ending Odometer					
Avg. Service Miles		#DIV/0!	Avg. Disabled and Wheelchair		#DIV/0!
Avg. Service Hours		#DIV/0!			
Avg. One-Way Passenger Trips		#DIV/0!			
Avg. Elderly		#DIV/0!			
Avg. Wheelchair		#DIV/0!			
Avg. Disabled		#DIV/0!			
Avg. Other Passengers		#DIV/0!			

SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY
TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Sample ST Transportation Section 5310 Report Information

JULY						JULY							
Vehicle #733						Vehicle #734							
Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
18							18						
19							19						
20							20						
21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	0	0	0	0	0	0	Total	0	0	0	0	0	0

AUGUST						AUGUST							
Vehicle #733						Vehicle #734							
Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
18							18						
19							19						
20							20						
21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	0	0	0	0	0	0	Total	0	0	0	0	0	0

SEPTEMBER				SEPTEMBER									
Vehicle #733				Vehicle #734									
Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles	Days	Elderly	Wheelchair Users	Disabled	Other Passengers	No. Service Hours	Service Miles
1							1						
2							2						
3							3						
4							4						
5							5						
6							6						
7							7						
8							8						
9							9						
10							10						
11							11						
12							12						
13							13						
14							14						
15							15						
16							16						
17							17						
18							18						
19							19						
20							20						
21							21						
22							22						
23							23						
24							24						
25							25						
26							26						
27							27						
28							28						
29							29						
30							30						
31							31						
Total	0	0	0	0	0	0	Total	0	0	0	0	0	0

Total Days		Avg. Service Miles	#DIV/0!	Total Days		Avg. Service Miles	#DIV/0!
Ending Odometer		Avg. Service Hours	#DIV/0!	Ending Odometer		Avg. Service Hours	#DIV/0!
		Avg. User	#DIV/0!			Avg. User	#DIV/0!
		Avg. Elderly	#DIV/0!			Avg. Elderly	#DIV/0!
		Avg. Wheelchair	#DIV/0!			Avg. Wheelchair	#DIV/0!
		Avg. Disabled	#DIV/0!			Avg. Disabled	#DIV/0!
		Avg. Other Passengers	#DIV/0!			Avg. Other Passengers	#DIV/0!

SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY
TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS

Sample CE Quarterly Report

County Express Operations Report
July 2009 - December 2009
Summary

Dial-A-Ride

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	16,020	1,054	17,074	5,691	3,801.17	56,725	4.49	\$ 11.63	\$ 52.25	\$ 3.50	\$ 198,604.14	\$ 31,349.24	\$ 24,787.09	\$ 142,467.81	\$ 10,852.33	\$ 10,840.83	\$ 21,693.16	\$ 6,862.00	8.92%	\$ 1.27
	FY 09-10	10,223	775	10,998	3,665	2,649.28	40,068	4.15	\$ 12.32	\$ 51.14	\$ 3.38	\$ 135,486.92	\$ 17,852.32	\$ 16,193.69	\$ 101,440.91	\$ 8,292.41	\$ 4,565.40	\$ 12,857.81	\$ 2,700.55	8.11%	\$ 1.17
	% Change	-36.19%	-26.47%	-35.59%	-35.59%	-30.30%	-29.36%	-7.58%	5.91%	-2.12%	-3.42%	-31.78%	-43.05%	-34.67%	-28.80%	-23.59%	-57.89%	-40.73%	-60.64%	-9.03%	-7.98%
October to December	FY 08-09	14,204	857	15,061	5,020	3,360.46	52,528.00	4.48	\$ 11.55	\$ 51.75	\$ 3.31	\$ 173,894.98	\$ 24,952.75	\$ 22,992.22	\$ 125,950.01	\$ 9,073.60	\$ 11,375.39	\$ 20,448.99	\$ 5,579.25	8.43%	\$ 1.36
	FY 09-10	4,235	335	4,570	1,523	1,140.00	16,716.00	4.01	\$ 12.81	\$ 51.34	\$ 3.50	\$ 58,529.41	\$ 7,056.46	\$ 7,822.35	\$ 43,650.60	\$ 454.95	\$ 61.00	\$ 515.95	\$ 1,180.42	2.79%	\$ 0.11
	% Change	-70.18%	-60.91%	-69.66%	-69.66%	-66.08%	-68.18%	-10.55%	10.92%	-0.78%	5.77%	-66.34%	-71.72%	-65.98%	-65.34%	-94.99%	-97.46%	-97.46%	-78.84%	-66.84%	-91.68%
TOTALS	FY 08-09	30,224	1,911	32,135	5,356	7,161.63	109,253	4.49	\$ 11.59	\$ 52.01	\$ 3.41	\$ 372,499.12	\$ 56,301.99	\$ 47,779.31	\$ 268,417.82	\$ 19,925.93	\$ 22,216.22	\$ 42,142.15	\$ 12,441.25	8.69%	\$ 1.31
	FY 09-10	14,458	1,110	15,568	2,595	3,789.28	56,784	4.11	\$ 12.46	\$ 51.20	\$ 3.42	\$ 194,016.33	\$ 24,908.78	\$ 24,016.04	\$ 145,091.51	\$ 8,747.34	\$ 4,626.40	\$ 13,373.74	\$ 3,880.97	6.51%	\$ 0.94
	% Change	-52.16%	-41.92%	-51.55%	-51.55%	-47.09%	-48.03%	-8.46%	7.51%	-1.56%	0.21%	-47.91%	-55.76%	-49.74%	-45.95%	-56.10%	-79.18%	-68.27%	-68.81%	-25.09%	-34.49%

Paratransit

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09																				
	FY 09-10	3,641	100	3,741	3,741	743.25	12,380	5.04	\$ 10.50	\$ 52.96	\$ 3.18	\$ 39,359.42	\$ 6,243.76	\$ 4,656.62	\$ 28,459.04	\$ 4,369.79	\$ 2,546.40	\$ 6,916.19	\$ 932.52	13.47%	\$ 1.85
	% Change																				
October to December	FY 08-09																				
	FY 09-10	9,240	367	9,607	3,202	2,009.58	33,187	4.78	\$ 10.94	\$ 52.30	\$ 3.17	\$ 105,107.33	\$ 12,449.12	\$ 13,712.15	\$ 78,946.06	\$ 11,916.53	\$ 7,039.50	\$ 18,956.03	\$ 4,569.25	15.68%	\$ 1.97
	% Change																				
TOTALS	FY 08-09																				
	FY 09-10	12,881	467	13,348	2,226	2,752.81	45,567	4.80	\$ 10.82	\$ 52.48	\$ 3.17	\$ 144,466.75	\$ 18,692.88	\$ 18,368.77	\$ 107,405.10	\$ 16,286.32	\$ 9,585.90	\$ 25,872.22	\$ 5,501.77	15.08%	\$ 1.94
	% Change																				

Fixed Route

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	13,454	1,819	15,273	5,091	1,629.64	17,977	9.37	\$ 5.58	\$ 52.25	\$ 4.74	\$ 85,149.76	\$ 13,437.69	\$ 10,633.63	\$ 61,078.44	\$ 5,480.17	\$ 1,091.45	\$ 6,571.62	\$ 412.90	6.92%	\$ 0.43
	FY 09-10	7,066	525	7,591	2,530	1,185.61	13,367	6.40	\$ 6.54	\$ 41.84	\$ 3.71	\$ 49,607.42	\$ 8,525.23	\$ 7,280.60	\$ 33,801.59	\$ 3,970.36	\$ 597.40	\$ 4,567.76	\$ 343.00	8.69%	\$ 0.60
	% Change	-47.48%	-71.14%	-50.30%	-50.30%	-27.25%	-25.64%	-31.68%	17.22%	-19.92%	-21.65%	-41.74%	-36.56%	-31.53%	-44.66%	-27.55%	-45.27%	-30.49%	-16.85%	25.64%	39.85%
October to December	FY 08-09	15,104	1,563	16,667	5,555	1,545.54	17,239	10.78	\$ 4.80	\$ 51.77	\$ 4.64	\$ 80,009.69	\$ 11,461.77	\$ 10,621.07	\$ 57,926.85	\$ 6,183.81	\$ 1,822.55	\$ 8,006.36	\$ 1,197.00	9.22%	\$ 0.48
	FY 09-10	7,944	405	8,349	2,783	1,269.61	13,671	6.58	\$ 7.80	\$ 51.30	\$ 4.76	\$ 65,133.46	\$ 7,864.13	\$ 8,655.96	\$ 48,613.37	\$ 4,438.11	\$ 1,163.80	\$ 5,601.91	\$ 1,138.50	8.56%	\$ 0.67
	% Change	-47.40%	-74.09%	-49.91%	-49.91%	-17.85%	-20.70%	-39.02%	62.51%	-0.90%	2.65%	-18.59%	-31.39%	-18.50%	-16.09%	-28.23%	-36.14%	-30.03%	-4.89%	-7.19%	39.69%
TOTALS	FY 08-09	28,558	3,382	31,940	5,323	3,175.18	35,216	10.08	\$ 5.17	\$ 52.02	\$ 4.69	\$ 165,159.45	\$ 24,899.46	\$ 21,254.70	\$ 119,005.29	\$ 11,663.98	\$ 2,914.00	\$ 14,577.98	\$ 1,609.50	8.04%	\$ 0.46
	FY 09-10	15,010	930	15,940	2,657	2,455.22	27,038	6.49	\$ 7.20	\$ 46.73	\$ 4.24	\$ 114,740.88	\$ 16,389.36	\$ 15,936.56	\$ 92,414.96	\$ 8,409.47	\$ 1,741.30	\$ 10,149.77	\$ 1,481.50	8.42%	\$ 0.64
	% Change	-47.48%	-72.50%	-50.09%	-50.09%	-22.67%	-23.22%	-35.46%	39.21%	-10.16%	-9.51%	-30.59%	-34.18%	-25.02%	-30.75%	-27.91%	-39.56%	-30.24%	-7.95%	7.25%	39.78%

Intercounty

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	10,016	389	10,405	3,468	1,228.94	33,425	8.47	\$ 6.17	\$ 52.24	\$ 1.92	\$ 64,201.80	\$ 10,081.24	\$ 8,059.92	\$ 46,060.64	\$ 10,790.70	\$ 3,761.60	\$ 14,552.30	\$ 4,686.00	24.11%	\$ 1.40
	FY 09-10	8,705	145	8,850	2,950	1,063.45	29,577	8.32	\$ 6.21	\$ 51.64	\$ 1.86	\$ 54,915.65	\$ 7,647.94	\$ 6,548.20	\$ 40,719.51	\$ 10,804.69	\$ 2,574.30	\$ 13,378.99	\$ 4,083.51	27.11%	\$ 1.51
	% Change	-13.09%	-62.72%	-14.94%	-14.94%	-13.47%	-11.51%	-1.71%	0.57%	-1.19%	-3.34%	-14.46%	-24.14%	-18.76%	-11.60%	0.13%	-31.56%	-8.06%	-12.85%	12.47%	8.09%
October to December	FY 08-09	11,731	405	12,133	4,044	1,409.69	38,380	8.61	\$ 6.00	\$ 51.65	\$ 1.90	\$ 72,810.22	\$ 10,398.01	\$ 9,577.03	\$ 52,835.18	\$ 11,455.44	\$ 5,617.40	\$ 17,072.84	\$ 7,204.59	25.49%	\$ 1.41
	FY 09-10	10,180	162	10,342	3,447	1,157.45	31,340	8.94	\$ 5.74	\$ 51.32	\$ 1.89	\$ 59,395.47	\$ 7,167.07	\$ 7,909.65	\$ 44,318.75	\$ 13,169.31	\$ 3,096.90	\$ 16,266.21	\$ 5,918.93	32.14%	\$ 1.57
	% Change	-13.22%	-59.70%	-14.76%	-14.76%	-17.89%	-18.29%	3.81%	4.30%	-0.55%	-0.16%	-18.42%	-31.07%	-17.41%	-16.12%	14.96%	-44.87%	-4.73%	-37.84%	25.40%	11.72%
TOTALS	FY 08-09	21,747	794	22,541	7,512	2,638.63	71,805	8.54	\$ 6.08	\$ 51.93	\$ 1.91	\$ 137,012.02	\$ 20,479.25	\$ 17,636.95	\$ 98,895.82	\$ 22,246.14	\$ 9,379.20	\$ 31,625.34	\$ 11,890.59	24.92%	\$ 1.40
	FY 09-10	18,885	307	19,192	3,199	2,220.90	60,937	8.64	\$ 5.96	\$ 51.47	\$ 1.88	\$ 114,311.12	\$ 14,815.01	\$ 14,457.85	\$ 85,038.26	\$ 23,974.00	\$ 5,671.20	\$ 29,645.20	\$ 10,002.84	29.72%	\$ 1.54
	% Change	-13.10%	-61.19%	-14.85%	-14.85%	-15.83%	-15.14%	1.17%	-2.02%	-0.88%	-1.69%	-16.57%	-27.66%	-18.03%	-14.01%	7.77%	-39.53%	-6.26%	-15.88%	19.30%	10.08%

**SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY
TRANSIT AND SPECIALIZED TRANSPORTATION OPERATIONS**

**County Express Operations Report
July 2009 - December 2009
Summary**

Gavilan College Route

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	5,713	389	6,102	2,034	517.78	13,081	11.78	\$ 4.43	\$ 52.21	\$ 2.07	\$ 27,031.50	\$ 4,211.55	\$ 3,413.57	\$ 19,406.38	\$ 4,956.79	\$ 2,659.20	\$ 7,615.99	\$ 3,043.82	29.60%	\$ 1.25
	FY 09-10	5,500	145	5,645	1,882	510.32	12,719	11.08	\$ 4.68	\$ 51.77	\$ 2.08	\$ 26,418.08	\$ 3,728.36	\$ 3,149.58	\$ 19,540.18	\$ 6,632.25	\$ 1,772.70	\$ 8,404.95	\$ 2,609.63	34.98%	\$ 1.29
	% Change	-3.73%	-62.72%	-7.49%	-7.49%	-1.44%	-2.77%	-6.14%	5.64%	-0.84%	0.51%	-2.27%	-11.47%	-7.73%	0.63%	33.80%	-33.34%	-10.34%	-14.28%	18.20%	19.29%
October to December	FY 08-09	7,993	402	8,395	2,798	702.20	18,435	11.94	\$ 4.32	\$ 51.70	\$ 1.97	\$ 36,305.93	\$ 5,200.39	\$ 4,787.15	\$ 26,318.46	\$ 6,654.68	\$ 4,414.40	\$ 11,071.08	\$ 5,133.22	32.47%	\$ 1.32
	FY 09-10	7,342	162	7,504	2,501	610.68	16,351	12.29	\$ 4.17	\$ 51.29	\$ 1.92	\$ 31,320.23	\$ 3,791.88	\$ 4,155.42	\$ 23,382.93	\$ 9,270.20	\$ 2,648.80	\$ 11,919.00	\$ 4,558.68	44.15%	\$ 1.59
	% Change	-8.14%	-59.70%	-10.61%	-10.61%	-13.03%	-11.30%	2.78%	-3.49%	-0.80%	-2.74%	-13.73%	-27.28%	-13.20%	-11.15%	39.26%	-40.00%	7.64%	-11.19%	35.97%	20.44%
TOTALS:	FY 08-09	13,706	791	14,497	4,832	1,219.98	29,432	11.88	\$ 4.37	\$ 51.92	\$ 2.15	\$ 63,337.48	\$ 9,411.94	\$ 8,200.70	\$ 45,724.84	\$ 11,613.47	\$ 7,073.60	\$ 18,687.07	\$ 8,177.04	31.25%	\$ 1.29
	FY 09-10	12,842	307	13,149	2,192	1,121.00	12,719	11.73	\$ 4.39	\$ 51.51	\$ 1.92	\$ 57,738.31	\$ 7,510.24	\$ 7,304.98	\$ 42,923.09	\$ 15,902.45	\$ 4,421.50	\$ 20,323.95	\$ 7,168.31	39.66%	\$ 1.55
	% Change	-6.30%	-61.19%	-9.30%	-9.30%	-8.11%	-56.79%	-1.29%	0.51%	-0.79%	-11.09%	-8.84%	-20.21%	-10.92%	-6.13%	36.93%	-37.49%	6.76%	-12.34%	27.88%	19.91%

Caltrain Route

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	3,299	0	3,299	1,100	463.03	12,905	7.12	\$ 7.33	\$ 52.25	\$ 1.87	\$ 24,195.06	\$ 3,819.56	\$ 3,021.15	\$ 17,354.35	\$ 4,174.84	\$ 993.60	\$ 5,168.44	\$ 1,395.59	23.02%	\$ 1.57
	FY 09-10	2,764	0	2,764	921	476.18	14,541	5.80	\$ 8.88	\$ 51.55	\$ 1.69	\$ 24,544.79	\$ 3,381.43	\$ 2,930.43	\$ 18,232.23	\$ 3,504.09	\$ 779.70	\$ 4,283.79	\$ 1,259.65	19.41%	\$ 1.55
	% Change	-16.22%	0.00%	-16.22%	-16.22%	2.84%	12.69%	-18.53%	21.08%	-1.36%	-9.97%	-1.45%	-11.47%	-3.00%	5.06%	-16.07%	-21.53%	-17.12%	-9.74%	-15.07%	-1.07%
October to December	FY 08-09	2,737	0	2,737	912	458.63	12,915	5.97	\$ 8.67	\$ 51.73	\$ 1.84	\$ 23,726.19	\$ 3,389.87	\$ 3,146.87	\$ 17,189.45	\$ 3,255.30	\$ 1,089.60	\$ 4,344.90	\$ 1,809.95	21.35%	\$ 1.59
	FY 09-10	2,445	0	2,445	815	470.43	13,184	5.20	\$ 9.88	\$ 51.34	\$ 1.83	\$ 24,152.13	\$ 2,913.64	\$ 3,225.72	\$ 18,012.77	\$ 3,415.81	\$ 439.00	\$ 3,854.81	\$ 1,190.21	19.07%	\$ 1.58
	% Change	-10.67%	#DIV/0!	-10.67%	-10.67%	2.57%	2.10%	-12.91%	13.95%	-0.76%	-0.30%	-1.80%	-14.05%	2.51%	4.79%	-4.93%	-59.71%	-11.28%	-34.24%	-10.67%	-0.68%
TOTALS:	FY 08-09	6,036	0	6,036	2,012	921.66	25,820	6.55	\$ 7.94	\$ 51.99	\$ 1.86	\$ 47,921.25	\$ 7,209.43	\$ 6,168.02	\$ 34,543.80	\$ 7,430.14	\$ 2,083.20	\$ 9,513.34	\$ 3,205.54	22.19%	\$ 1.58
	FY 09-10	5,209	0	5,209	868	946.61	27,727	5.50	\$ 9.35	\$ 51.44	\$ 1.76	\$ 48,696.92	\$ 6,295.07	\$ 6,156.15	\$ 36,245.70	\$ 6,919.90	\$ 1,218.70	\$ 8,138.60	\$ 2,449.86	19.24%	\$ 1.56
	% Change	-13.70%	0.00%	-13.70%	-13.70%	2.71%	7.39%	-15.98%	17.75%	-1.06%	-5.37%	-1.82%	-12.68%	-0.19%	4.93%	-6.87%	-41.50%	-14.45%	-23.57%	-13.31%	-0.87%

Greyhound

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	1,004	0	1,004	335	248.13	7,439	4.05	\$ 12.92	\$ 52.29	\$ 1.74	\$ 12,975.24	\$ 2,050.13	\$ 1,625.20	\$ 9,299.91	\$ 1,659.07	\$ 108.80	\$ 1,767.87	\$ 246.59	14.69%	\$ 1.76
	FY 09-10	441	0	441	147	76.95	2,317	5.73	\$ 8.96	\$ 51.37	\$ 1.71	\$ 3,952.78	\$ 538.15	\$ 468.21	\$ 2,946.42	\$ 668.35	\$ 21.90	\$ 690.25	\$ 214.63	22.34%	\$ 1.57
	% Change	-56.08%	0.00%	-56.08%	-56.08%	-68.99%	-68.89%	41.64%	-30.64%	-1.77%	-2.19%	-69.54%	-73.75%	-71.19%	-68.32%	-59.72%	-79.87%	-60.96%	-12.96%	52.10%	-11.11%
October to December	FY 08-09	1,001	0	1,001	334	248.86	7,030.00	4.02	\$ 12.77	\$ 51.35	\$ 1.82	\$ 12,778.05	\$ 1,807.75	\$ 1,643.03	\$ 9,327.27	\$ 1,543.46	\$ 113.60	\$ 1,657.06	\$ 261.33	14.12%	\$ 1.66
	FY 09-10	393	0	393	131	76.34	1,823.00	6.13	\$ 9.58	\$ 51.39	\$ 2.15	\$ 3,923.11	\$ 471.55	\$ 528.51	\$ 2,923.05	\$ 483.30	\$ 9.10	\$ 492.40	\$ 170.04	16.59%	\$ 1.25
	% Change	-60.74%	#DIV/0!	-60.74%	-60.74%	-69.32%	-74.07%	27.99%	-21.80%	0.08%	18.40%	-69.30%	-73.92%	-57.93%	-48.60%	-91.99%	-70.28%	-34.93%	-34.93%	17.91%	-24.31%
TOTALS:	FY 08-09	2,005	0	2,005	334	496.99	14,469	4.03	\$ 12.84	\$ 51.82	\$ 1.78	\$ 25,753.29	\$ 3,857.88	\$ 3,286.23	\$ 18,627.18	\$ 3,202.53	\$ 222.40	\$ 3,424.93	\$ 507.92	14.41%	\$ 1.71
	FY 09-10	834	0	834	139	153.29	4,140	6.44	\$ 9.44	\$ 51.38	\$ 1.90	\$ 7,875.89	\$ 1,009.70	\$ 996.72	\$ 5,869.47	\$ 1,151.65	\$ 31.00	\$ 1,182.65	\$ 384.67	19.51%	\$ 1.42
	% Change	-58.40%	0.00%	-58.40%	-58.40%	-69.16%	-71.39%	34.86%	-26.48%	-0.89%	6.88%	-69.42%	-73.83%	-69.50%	-68.49%	-64.04%	-86.00%	-65.47%	-24.27%	35.39%	-16.99%

System Wide

Quarter	Fiscal Year	Passengers	Incidental Passengers	Total Passengers	Avg. Monthly Ridership	Service Hours	Vehicle Mile	Passengers per Hour	Cost per Passenger	Cost per Service Hour	Cost Per Vehicle Mile	Total Costs	Fuel	Maintenance	Payments to MV	Cash Fare Collected	Ticket Fares Collected	Total Fares Collected	Total Ticket Sales	Farebox Recovery Ratio	Avg. Fare per Rider
July to September	FY 08-09	39,490	3,262	42,752	14,251	6,659.75	108,127	6.42	\$ 8.14	\$ 52.25	\$ 3.22	\$ 347,955.70	\$ 54,868.17	\$ 43,480.64	\$ 249,606.89	\$ 27,123.20	\$ 1,569.88	\$ 42,817.08	\$ 11,960.50	11.23%	\$ 1.00
	FY 09-10	29,635	1,551	31,186	10,395	5,641.59	95,532	5.53	\$ 8.96	\$ 49.52	\$ 2.92	\$ 279,369.41	\$ 40,269.25	\$ 34,679.11	\$ 204,421.05	\$ 27,437.25	\$ 1,028.50	\$ 37,720.75	\$ 8,059.98	12.71%	\$ 1.21
	% Change	-24.96%	-52.45%	-27.05%	-27.05%	-15.29%	-11.79%	-13.89%	10.07%	-5.22%	-8.99%	-26.16%	-26.16%	-20.28%	-18.10%	1.16%	-34.47%	-11.90%	-32.61%	13.12%	20.77%
October to December	FY 08-09	41,039	2,822	43,861	14,620	6,315.69	108,147	6.94	\$ 7.45	\$ 51.73	\$ 3.02	\$ 326,714.89	\$ 46,812.53	\$ 43,190.32	\$ 236,712.04	\$ 26,712.85	\$ 1,881.54	\$ 45,528.39	\$ 13,980.75	12.65%	\$ 1.04
	FY 09-10	31,599	1,269	32,868	10,956	5,676.62	94,934	5.89	\$ 8.77	\$ 51.67	\$ 3.04	\$ 288,165.67	\$ 34,536.78	\$ 38,100.11	\$ 215,528.78	\$ 29,978.90	\$ 11,361.20	\$ 41,340.10	\$ 12,807.10	14.85%	\$ 1.26
	% Change	-23.00%	-55.03%	-25.06%	-25.06%	-11.70%	-12.22%	-15.13%	17.70%	-0.11%	0.48%	-11.80%	-26.22%	-11.79%	-8.95%	12.23%	-39.62%	-9.20%	-8.39%	19.21%	21.17%
TOTALS:	FY 08-09	80,529	3,262	83,791	13,965	12,975.44	216,274	6.46	\$ 8.05	\$ 52.00	\$ 3.12	\$ 674,670.59	\$ 101,680.70	\$ 86,670.96	\$ 486,318.93	\$ 53,836.05	\$ 3,450.94	\$ 88,345.47	\$ 25,941.25	11.82%	\$ 1.05
	FY 09-10	61,234	1,551	62,785	10,464	11,218.21	190,326	5.60	\$ 9.04	\$ 50.59	\$ 2.98	\$ 567,535.08	\$ 74,806.03	\$ 72,779.22	\$ 419,949.83	\$ 57,416.15	\$ 21,644.70	\$ 79,060.85	\$ 20,867.08	13.79%	\$ 1.26
	% Change	-23.96%	-52.45%	-25.07%	-25.07%	-13.54%	-12.00%	-13.33%	12.26%	-2.70%	-4.41%	-15.88%	-26.43%	-16.03%	-13.65%	6.69%	-37.28%	-10.51%	-19.56%	16.65%	19.43%

Notes:

- Incidental passengers were not included in total passengers in previous years for all services. Incidental Passengers are children under the age of 4 and Personal Care Attendants.
- Intercounty ticket sales from LTA office are in proportion to the number of passengers for each service. Ex: % of Gavilan passengers x total LTA office Intercounty Ticket sales = ticket sales for Gavilan service. New fares as of January 5, 2009 and major service reductions on all services except for Intercounty Caltrain February 1, 2009. Paratransit Services not previously separated from Dial-A-Ride.
- Paratransit previously accounted under Dial-A-Ride until September 2009.

Sample ST Quarterly Report

Jovenes de Antaño Operations Report July 2009 - December 2009

Out-of-County

Quarter	Fiscal Year	Ridership	Service Hours	Vehicle Miles	Avg. Monthly Ridership	Passengers Per Hour	Cost Per Passenger	Cost Per Service Hour	Cost Per Vehicle Mile	Total Costs	Maintenance	Payments to JDA	Total Donations Collected	Farebox Recovery	Avg. Fare Per Rider
July to September	FY 08-09	1,456	935.25	17,271	485.33	1.56	\$ 22.18	\$ 34.53	\$ 1.87	\$ 32,294.96	\$ 1,835.44	\$ 30,459.52	\$ 1,598.00	4.95%	\$ 1.10
	FY 09-10	1,251	1,029.55	19,593	417.00	1.22	\$ 27.47	\$ 33.38	\$ 1.75	\$ 34,363.57	\$ 5,603.93	\$ 28,759.64	\$ 800.00	2.33%	\$ 0.64
	% Change	-14.08%	10.08%	13.44%	-14.08%	-21.95%	23.84%	-3.34%	-6.20%	6.41%	205.32%	-5.58%	-49.94%	-52.95%	-41.73%
October to December	FY 08-09	1,153	906.18	15,484	384.33	1.27	\$ 25.04	\$ 25.04	\$ 1.86	\$ 28,870.12	\$ 1,613.18	\$ 27,256.94	\$ 1,423.00	4.93%	\$ 1.23
	FY 09-10	1,269	1,025.42	18,230	423.00	1.24	\$ 24.20	\$ 24.20	\$ 1.68	\$ 30,704.68	\$ 2,367.99	\$ 28,336.69	\$ 999.00	3.25%	\$ 0.79
	% Change	10.06%	13.16%	17.73%	10.06%	-2.74%	-3.37%	-3.37%	-9.67%	6.35%	46.79%	3.96%	-29.80%	-33.99%	-36.21%
TOTALS	FY 08-09	2,609	1,841.43	32,755	434.83	1.42	\$ 23.44	\$ 33.22	\$ 1.87	\$ 61,165.08	\$ 3,448.62	\$ 57,716.46	\$ 3,021.00	4.94%	\$ 1.16
	FY 09-10	2,520	2,054.97	37,823	420.00	1.23	\$ 25.82	\$ 31.66	\$ 1.72	\$ 65,068.25	\$ 7,971.92	\$ 57,096.33	\$ 1,799.00	2.76%	\$ 0.71
	% Change	-3.41%	11.60%	15.47%	-3.41%	-13.45%	10.14%	-4.67%	-7.87%	6.38%	131.16%	-1.07%	-40.45%	-44.02%	-38.35%

Senior Lunch

Quarter	Fiscal Year	Ridership	Service Hours	Vehicle Miles	Avg. Monthly Ridership	Passengers Per Hour	Cost Per Passenger	Cost Per Service Hour	Cost Per Vehicle Mile	Total Costs	Maintenance	Payments to JDA	Total Donations Collected	Farebox Recovery	Avg. Fare Per Rider
July to September	FY 08-09	2,339	421.00	6,262	779.67	5.56	\$ 6.26	\$ 34.80	\$ 2.34	\$ 14,650.55	\$ 812.57	\$ 13,837.98	\$ -	0.00%	\$ -
	FY 09-10	2,407	422.00	5,853	802.33	5.70	\$ 5.87	\$ 33.48	\$ 2.41	\$ 14,127.00	\$ 2,275.57	\$ 11,851.43	\$ -	0.00%	\$ -
	% Change	2.91%	0.24%	-6.53%	2.91%	2.66%	-6.30%	-3.80%	3.16%	-3.57%	180.05%	-14.36%	0.00%	0.00%	0.00%
October to December	FY 08-09	2,259	418.00	5,919	753.00	5.40	\$ 5.87	\$ 31.73	\$ 2.24	\$ 13,262.74	\$ 724.19	\$ 12,538.55	\$ -	0.00%	\$ -
	FY 09-10	2,280	415.00	5,588	760.00	5.49	\$ 5.45	\$ 29.96	\$ 2.23	\$ 12,433.32	\$ 952.04	\$ 11,481.28	\$ -	0.00%	\$ -
	% Change	0.93%	-0.72%	-5.59%	0.93%	1.66%	-7.12%	-5.58%	-0.70%	-6.25%	31.46%	-8.43%	0.00%	0.00%	0.00%
TOTALS	FY 08-09	4,598	839.00	12,181	766.33	5.48	\$ 6.07	\$ 33.27	\$ 2.29	\$ 27,913.29	\$ 1,536.76	\$ 26,376.53	\$ -	0.00%	\$ -
	FY 09-10	4,687	837.00	11,441	781.17	5.60	\$ 5.67	\$ 31.73	\$ 2.32	\$ 26,560.32	\$ 3,227.61	\$ 23,332.71	\$ -	0.00%	\$ -
	% Change	1.94%	-0.24%	-6.08%	1.94%	2.18%	-6.65%	-4.62%	1.31%	-4.85%	110.03%	-11.54%	0.00%	0.00%	0.00%

Medical-Shopping Assistance

Quarter	Fiscal Year	Ridership	Service Hours	Vehicle Miles	Avg. Monthly Ridership	Passengers Per Hour	Cost Per Passenger	Cost Per Service Hour	Cost Per Vehicle Mile	Total Costs	Maintenance	Payments to JDA	Total Fares Collected	Farebox Recovery	Avg. Fare Per Rider
July to September	FY 08-09	144	144.08	1,439	48.00	1.00	\$ 34.19	\$ 34.17	\$ 3.42	\$ 4,923.59	\$ 299.19	\$ 4,624.40	\$ 144.00	2.92%	\$ 1.00
	FY 09-10	292	298.50	2,839	97.33	0.98	\$ 34.05	\$ 33.31	\$ 3.50	\$ 9,943.94	\$ 1,633.11	\$ 8,310.83	\$ 292.00	2.94%	\$ 1.00
	% Change	102.78%	107.18%	97.29%	102.78%	-2.12%	-0.40%	-2.52%	2.37%	101.97%	445.84%	79.72%	102.78%	0.40%	0.00%
October to December	FY 08-09	314	299.00	2,308	104.67	1.05	\$ 30.78	\$ 32.33	\$ 4.19	\$ 9,665.57	\$ 539.16	\$ 9,126.41	\$ 314.00	3.25%	\$ 1.00
	FY 09-10	316	326.25	3,119	105.33	0.97	\$ 31.30	\$ 30.32	\$ 3.17	\$ 9,891.07	\$ 787.14	\$ 9,103.93	\$ 314.00	3.17%	\$ 0.99
	% Change	0.64%	9.11%	35.14%	0.64%	-7.77%	1.69%	-6.21%	-24.28%	2.33%	45.99%	-0.25%	0.00%	-2.28%	-0.63%
TOTALS	FY 08-09	458	443.08	3,747	76.33	1.03	\$ 31.85	\$ 32.93	\$ 3.89	\$ 14,589.16	\$ 838.35	\$ 13,750.81	\$ 458.00	3.14%	\$ 1.00
	FY 09-10	608	624.75	5,958	101.33	0.97	\$ 32.62	\$ 31.75	\$ 3.33	\$ 19,835.01	\$ 2,420.25	\$ 17,414.76	\$ 606.00	3.06%	\$ 1.00
	% Change	32.75%	41.00%	59.01%	32.75%	-5.85%	2.42%	-3.58%	-14.50%	35.96%	188.69%	26.65%	32.31%	-2.68%	-0.33%

System Wide

Quarter	Fiscal Year	Ridership	Service Hours	Vehicle Miles	Avg. Monthly Ridership	Passengers Per Hour	Cost Per Passenger	Cost Per Service Hour	Cost Per Vehicle Mile	Total Costs	Maintenance	Payments to JDA	Total Fares/Donations Collected	Farebox Recovery	Avg. Fare Per Rider
July to September	FY 08-09	3,939	1,500.33	24,972	1,313.00	2.63	\$ 13.17	\$ 34.57	\$ 2.08	\$ 51,869.10	\$ 2,947.20	\$ 48,921.90	\$ 1,742.00	3.36%	\$ 0.44
	FY 09-10	3,950	1,750.05	28,285	1,316.67	2.26	\$ 14.79	\$ 33.39	\$ 2.07	\$ 58,434.51	\$ 9,512.61	\$ 48,921.90	\$ 1,092.00	1.87%	\$ 0.28
	% Change	0.28%	16.64%	13.27%	0.28%	-14.03%	12.34%	-3.42%	-0.54%	12.66%	222.77%	0.00%	-37.31%	-44.36%	-37.49%
October to December	FY 08-09	3,726	1,623.18	23,711	1,242.00	2.30	\$ 13.90	\$ 31.91	\$ 2.18	\$ 51,798.43	\$ 2,876.53	\$ 48,921.90	\$ 1,737.00	3.35%	\$ 0.47
	FY 09-10	3,865	1,766.67	26,937	1,288.33	2.19	\$ 13.72	\$ 30.02	\$ 1.97	\$ 53,029.07	\$ 4,107.17	\$ 48,921.90	\$ 1,313.00	2.48%	\$ 0.34
	% Change	3.73%	8.84%	13.61%	3.73%	-4.69%	-1.31%	-5.94%	-9.88%	2.38%	42.78%	0.00%	-24.41%	-26.16%	-27.13%
TOTALS	FY 08-09	7,665	3,123.51	48,683	1,277.50	2.45	\$ 13.52	\$ 33.19	\$ 2.13	\$ 103,667.53	\$ 5,823.73	\$ 97,843.80	\$ 3,479.00	3.36%	\$ 0.45
	FY 09-10	7,815	3,516.72	55,222	1,302.50	2.22	\$ 14.26	\$ 31.70	\$ 2.02	\$ 111,463.58	\$ 13,619.78	\$ 97,843.80	\$ 2,405.00	2.16%	\$ 0.31
	% Change	1.96%	12.59%	13.43%	1.96%	-9.44%	5.46%	-4.50%	-5.21%	7.52%	133.87%	0.00%	-30.87%	-35.71%	-32.20%

Appendix J: Operations Personnel Wages

COUNTY EXPRESS OPERATIONS PERSONNEL

Driver	Regular Full-Time	\$ 12.60
Driver	Regular Part-Time	\$ 12.60
Dispatcher	Casual Part-Time	\$ 11.80
Driver	Regular Part-Time	\$ 12.60
Driver	Regular Full-Time	\$ 12.60
Driver	Regular Full-Time	\$ 12.60
Driver	Regular Full-Time	\$ 13.18
Driver	Regular Full-Time	\$ 13.42
Driver	Regular Full-Time	\$ 13.81
Driver	Regular Full-Time	\$ 14.29
Driver	Regular Full-Time	\$ 14.46
Driver	Regular Full-Time	\$ 14.46
Driver	Regular Full-Time	\$ 16.27
Driver	Regular Full-Time	\$ 17.13
Driver	Regular Full-Time	\$ 17.84
Dispatcher	Regular Full-Time	\$ 19.69
Dispatcher	Regular Full-Time	\$ 20.20

As of April 30, 2010

COUNTY EXPRESS OPERATIONS PERSONNEL

Driver	Regular full-time	\$ 10.87
Driver	Regular Part-time	\$ 11.75
Coordinator	Regular part- time	\$ 13.03
Driver	Regular Part-time	\$ 11.40
Driver	Regular Part-time	\$ 10.61
Driver	Regular Part-time	\$ 9.67

As of April 28, 2010

Appendix K: Collective Bargaining Agreement

The following pages contain the Memorandum of Understanding Between MV Transportation, Inc. Hollister Division and the Service Employees International Union, Local 521. The Memorandum is valid through December 14, 2011.

**MEMORANDUM
OF
UNDERSTANDING
Between
MV Transportation, Inc
Hollister Division
&
Service Employees International Union
Local 521**



June 30, 2009 through December 14, 2011



SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC

BAKERSFIELD

1001 17th Street
Bakersfield, CA 93301
Phone: 661-321-4160
Fax: 661-325-7814

FRESNO

5756 N. Marks Ave., #152
Fresno, CA 93711
Phone: 559-447-2560
Fax: 559-261-9308

REDWOOD CITY

891 Marshall Street
Redwood City, CA 94063
Phone: 650-779-9910
Fax: 650-365-7956

SAN JOSE

2302 Zanker Road
San Jose, CA 95131
Phone: 408-678-3300
Fax: 408-954-1538

SANTA CRUZ

517B Mission Street
Santa Cruz, CA 95060
Phone: 831-824-9255
Fax: 831-459-0756

Hollister

Fax: 831-636-0787

SALINAS

334 Monterey Street
Salinas, CA 93901
Phone: 831-784-2560
Fax: 831-757-1863

Watsonville

Fax: 831-724-9095

VISALIA

1811 W. Sunnyside Ave.
Visalia, CA 93277
Phone: 559-635-3720
Fax: 559-733-5006

Hanford

Fax: 559-582-3510

Toll Free:

1-877-SEIU-521

www.seiu521.org

KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

READ THIS STATEMENT TO MANAGEMENT:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."

6/30/06 - 6/30/09 Labor Agreement BETWEEN MV Transportation
AND Service Employees International Union (SEIU) Local 817

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6/30/06 - 6/30/09 Labor Agreement BETWEEN MV Transportation
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PREAMBLE

Both the MV Transportation (herein referred to as the Company) and the Service Employees International Union (SEIU) Local 817 (herein referred to as the Union), agree that the purpose of this Labor Agreement is to ensure that all MV employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of MV Transportation to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. MV Transportation recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of MV Transportation and Service Employees International Union (SEIU) Local 817, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The Company and Union further agree that the purpose of the Company organization is to provide public transit service. Both further agree that they shall strive to achieve excellence in the provision of public transit services to San Benito County residents. All clients of the Company organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

**ARTICLE 1.
PARTIES TO THE AGREEMENT**

This Labor Agreement has been executed by a representative of MV Transportation, hereinafter referred to as the Company, and by a representative(s) of Service Employees International Union (SEIU) Local 817, hereinafter referred to as the Union on June 10, 2002.

**ARTICLE 2.
NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by MV Transportation shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, or Union activity or lack thereof.

**ARTICLE 3.
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Labor Agreement, the following authorized agents have been designated:

6/30/06 - 6/30/09 Labor Agreement BETWEEN MV Transportation
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- A. Company's principal authorized agent shall be the Labor Relations Director or his/her duly authorized representative.

MV Transportation
360 Campus Lane, Suite 201
Fairfield, CA 94585

MV Transportation
3240 Southside Road
Hollister, CA 95023

- B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SEIU Local 817
334 Monterey Street
Salinas, CA 93901

SEIU Local 817
345 5th Street, #14
Hollister, CA 95023

ARTICLE 4. RECOGNITION

The Union is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the employees of the production unit as certified by the National Labor Relations Board (NLRB).

ARTICLE 5. MANAGEMENT RIGHTS

Except as otherwise specifically limited by the express provisions of this Agreement, the Company has and retains the sole and exclusive right to manage its business including but not limited to the following:

- A. Direct the workforces, including the right to hire, promote, demote, discharge, lay off or transfer any employee, and maintain the discipline and efficiency of its employees.
- B. Reprimand, suspend, discharge, counsel or otherwise discipline employees.
- C. Determine and schedule working hours, allot and assign work, shifts, routes, and overtime.
- D. Close down, reduce or expand the Company's facility or any parts thereof; reduce, alter combine, transfer, amend or cease any operation or service.
- E. Determine the size or composition of the workforce.
- F. Determine the policies, procedures and rule affecting the selection or training of employees.
- G. Determine and implement measures to promote safety and to protect the health and property, including the administration of the Company's drug and alcohol policy.
- H. Make, change, amend and enforce rules, policies and practices not in conflict with the specific provision of this Agreement. The Company issued Employee Handbook dated March, 2006 shall

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outline all rules, regulations and policies. For purposes of this Agreement, the Handbook Policies concerning attendance, safety, and minor / major rules violations shall apply. Prior to the implementation of any new or revised work rule, regulation or policy, the Company will issue an addendum to the Employee Handbook with a copy given to each employee and the Union at least thirty (30) days, or as soon as practicable prior to implementation subject to Management Rights as outlined in Article 5 of this Agreement. The Company and the Union shall meet and confer on the impact of new rules and revisions. All management rights and powers are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. These rights shall be limited only as specified in this Agreement or applicable state or federal laws.

The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6. UNION RIGHTS
--

6.1 Representation

The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify the Company and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to two (2) persons, in addition to its staff members to act as official representatives and will notify the Company as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meetings with the Company to address matters of mutual concern. Union official representatives who are Company employees may utilize time during normal working hours for meeting and conferring and or negotiations with authorized representatives of the Company subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

6.2 Steward Program

Union stewards shall mean permanent employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Employee Unit shall select up to four (4) stewards.

Union agrees to notify the Company in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Human Resource Director/and or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the Company as stewards of the Union.

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Stewards shall be subject to the following:

- A. Stewards shall be authorized a reasonable amount of time off up to thirty (30) minutes without loss of pay to investigate and present grievances and disciplinary appeal of employees in the area to which the steward(s) are assigned subject to the restriction in I below.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off up to thirty (30) minutes during working hours, without loss of time or pay, to investigate and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit.
- E. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- F. Stewards shall receive no overtime for time spent performing a function of a steward.
- G. Stewards shall not conduct Union business on Company time, except as specifically authorized by this Labor Agreement.
- H. Stewards shall be responsible for the full and prompt performance of their workload.
- I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:
 - 1. The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who

6/30/06 - 6/30/09 Labor Agreement BETWEEN MV Transportation
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do not have a direct need to know the details of the proposed discipline. The Company may refuse to recognize or to deal with a steward who violates this confidentiality.

2. Management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same area or by a Union staff representative.

6.3 Union Access

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Routine contacts not involving the investigation of grievance and disciplinary matters shall take place during non-working hours. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the Company shall provide controlled or escorted access.

The Union shall give to management, and the Human Resource Director/and or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

6.4 Bulletin Board

Where such space is available, the Company will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on Company bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management. Union installed boards shall be of reasonable size and construction as approved by the Management. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors.
- All material shall clearly state that it is prepared and authorized by the Union.

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- Union agrees that notices posted on Company and Union bulletin boards shall not contain anything that may reasonably be construed as maligning or derogatory to the Company or its representatives.

6.5 Labor and Management Meetings

The Union and the Company shall meet quarterly to discuss issues pertaining to the operation, conditions of employment and Labor-Management issues. The purpose of the meetings is to enhance communication in order to maintain and improve Labor-Management relations. Employees attending as Union Representatives during their working hours shall not lose any paid time to attend these meetings.

UNION SECURITY

6.6 Union Security

- 6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, sixty (60) days after date of hiring, become members of the Union and remain members of the Union in good standing in the Union during the term of this Agreement. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.
- 6.6.2. No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The Company shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.6.3. In the event an employee, due to his/her own negligence, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure, and the Company, not later than seven (7) days following receipt of such written notice, will remove the employee from all work schedules and refrain from assigning the employee to perform bargaining unit work until he/she returns to good standing with the Union.

6.7 Dues Deductions

- 6.7.1. The Union has the sole and exclusive right to have employee organization membership dues deducted by the Company for employees in the bargaining unit.
- 6.7.2. The Company shall deduct, in accordance with the Union's dues schedule, union dues from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies the Company and the employee in writing of the amount in arrears. The Union shall advise the Company as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. The Company shall remit such dues to

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SEIU Local 817 to the address furnished to the Company by the Union. The Union agrees to update as soon as possible if there is an address change.

- 6.7.3. The Company shall, without charge, pay to the Union upon deduction all sums so deducted.
- 6.7.4. The Company shall upon request from the union, without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary.
- 6.7.5. The Company shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.
- 6.7.6. If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to the Company, this shall be considered grounds for the Company to terminate the employee.

6.8 Hold Harmless Provision

The Union agrees to defend, indemnify and hold harmless the Company and its officers, employees and agents against all claims and liability arising out of any actions taken by the Company under this Article, provided that the Company has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the Company under this Article.

ARTICLE 7. SAFETY
--

7.1 Work Environment

The Company recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the Company reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor. The Company agrees to provide adequate drinking water at all times for employees.

7.2 Health and Safety Committee

The Company shall establish a Health and Safety Committee. The committee shall consist of equal numbers of Company and employee appointed representatives. Representatives shall be appointed from all employee groups. The Health and Safety Committee can review accidents and injuries and may make recommendations to the Company.

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The Union shall appoint its members to the committee. Paid Union officers may attend the safety committee meetings. The committee shall convene quarterly.

7.3 Safety Equipment and Clothing

The Company shall supply employees with any safety equipment, tools, or clothing if required to do so by the State of Ca., Dept. of Labor, or Department of Occupational Health Safety.

ARTICLE 8. COMPENSATION
--

8.1 General Salary Increases:

8.1.1 Effective July 1, 2006, bargaining unit salaries shall be increased by: 3%

8.1.2.1 Effective on anniversary date employees with more than 10 years of service will receive a 2% increase upon their hire date. For purposes of this provision the hire date is the date of hire with MV Transportation.

This Agreement shall be re-opened for negotiation, concerning wages only, one year after commencement of the new Agreement.

ARTICLE 9. INSURANCE BENEFITS
--

9.1 Medical Insurance:

9.1.1 Medical Insurance Premium Contributions:

- A) Employees are eligible to group medical insurance on the 1st of the month following completion of one year of continuous employment with the Company. Employee contribution for single coverage is \$10.00 per month.
- B) The Company will work with the Union to develop an alternative health insurance plan.

9.2 Dental Insurance: The Company shall provide Dental Insurance to employees at no cost to the employee for employee only coverage if that employee elects not to take the medical insurance.

9.3 Life Insurance: The Company shall maintain life insurance coverage for unit employees at Ten-Thousand Dollars (\$10,000) per employee payable to a surviving beneficiary provided that the company's form is signed and on file.

9.4 Vision Insurance: The Company will pay vision costs for employees only.

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ARTICLE 10. HOURS OF WORK AND OVERTIME

10.1 Regular Workday and Workweek: The regular workday will be determined by the requirements of the transportation schedule developed by the Company and/or its customers. In the event there is a change in a workweek schedule the Company will give as much advance notice as operationally feasible. Full time employees shall be employees who work 35 or more hours a week.

10.2 Overtime Defined: Overtime is any work in excess of forty (40) hours per week for drivers. All other employees are covered under California State Law, which pays at a rate of 1-½ hours for every hour worked at an employee's regular rate of pay for any time after eight hours of work.

10.2.1 Unless regularly scheduled, management must approve overtime hours.

10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is scheduled for overtime. When overtime is scheduled, senior employees shall have the option to work or decline the overtime. For operational needs the junior employee(s) shall be required to work the overtime.

10.3 Overtime Compensation:

10.3.1 Overtime shall be compensated at the rate pay of one and one half (1 ½) hours for every hour worked at an employee's regular rate of pay.

10.4 Minimum Callback: Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in. Employees who are called back to work and who refuse work that they were otherwise not called back to work for, shall, for the purpose of this provision, have waived the two (2) hours minimum call back pay if their time is less than two hours.

ARTICLE 11. TRAINING

The Company shall provide adequate training where required to all employees, particularly drivers, in order that they can perform their jobs in the most efficient and safe manner. In addition, the Company shall pay for any driver training required under law in order to perform their job duties and responsibilities. The Company shall provide compensation for any travel time related to special training. The Company will continue to offer a payroll deduction plan to assist drivers acquire any needed licenses and certifications.

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ARTICLE 12. SENIORITY
--

- 12.1 Company Seniority:** Company seniority will consist of an employee's continuous service with the Company since his/her most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in this article.
- 12.2 Classification Seniority:** Classification Seniority will consist of the total length of employment that an employee has in the job classification that they occupy since his/her date of entry into that classification.
- 12.3 Division Seniority:** Shall establish the date the employee began work in a location (division). Division seniority will define the employee's status for the purpose of shift bidding and vacation requests.
- 12.4 Layoffs:** In the event that the Company should determine that layoffs are necessary the principle of seniority, the length of continuous service with the Company, will be applied, provided the senior employee possess the qualifications and proper certification at the time of the layoff to perform the work. Seniority will also apply in cases of recall of laid off employees when work becomes available. Laid-off employees will be given a maximum of five (5) days from the date of postmarked to answer written notice of recall sent to the employee's last know address, and will return to work when notified or will be considered quit.
- Reduction of Work:** Where operationally feasible, management shall make accommodations to senior employees in hours of work and driver's route when there is a reduction of work and hours. The Division Manager shall offer to senior employees what work is available to meet those operational needs.
- 12.5 Transfers and Promotions:** Seniority will apply in cases of transfer or promotion from one job to another job whenever job openings exist with the bargaining unit.
- 12.6 Qualifications:** In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.
- 12.7 Termination of Seniority:** Seniority will be terminated by:
- a. Discharge
 - b. Voluntary quit
 - c. Twelve (12) consecutive months of layoff
- 12.8 Seniority List:** The Company agrees to post a current seniority list at the beginning of January and June of each year.
- 12.9 Division Transfer:** Any current employee of MV Transportation that is permitted to transfer into this division from another location shall maintain company seniority for the purposes of establishing a rate of pay and benefits for said employee and will also be given a division

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seniority date for establishing bidding rights within this division. Conversely, the same would hold true for any current employee covered by this agreement transferring outside to another MV Transportation location.

With respect to divisional transfers; all transfers must be mutually agreed to by both affected General Managers. Furthermore, any costs associated with any transfer shall be the responsibility of the employee.

ARTICLE 13. REVENUE CONTRACT TO PREVAIL
--

- 13.1 Termination of Transportation Services Contract:** If the transportation services contract between MVT and San Benito County Local Transportation Authority, (LTA), to provide service terminates for any reason, the rights and obligations of this agreement shall also terminate at that time, provided that the parties to this agreement may continue to resolve disputes pending at the time of termination including arbitration. If LTA awards a contract for the services now provided by MVT to another transportation provider, MVT will notify the union of the name, address and representation of such other transportation provider, if known.
- 13.2 Rights of Customers:** Nothing in the agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by MVT to LTA or the passengers nor the rights and privileges of LTA under the transportation services contract referenced in Section 1 of this article.

ARTICLE 14. LEAVES

- 14.1 Sick Leave:** Sick leave shall be considered as approved leave off for employees who have earned it under the provisions outlined in Article 18 and who have approved scheduled time off by management.
- 14.2 Vacation:** Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.
- A. Accrual: Vacation credit will be earned by an eligible employee on pay status beginning the first of the month during which the required qualifying service is completed, at the following rates:
1. Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month.
 2. The accrual rate increases to 6.66 hours per month after three years of full time employment.
 3. The accrual rate increases to 10 hours per month after five (5) years of service.

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4. Vacations shall be scheduled based on seniority. Employees shall make every effort possible to give advance notice to the Company for vacation requests. Each year commencing January 1 through March 31 all employees shall submit their vacation requests for the year. After March 31st senior employees shall be granted the vacation requests provided it is operationally feasible. Any requests submitted after March 31st shall be on a first submittal basis. For purposes of the balance of the year 2002, all employees must submit vacation requests in by July 1, 2002 for vacation requests for the remaining 2002 year. The senior employees provided it is operationally feasible shall be granted vacation.
5. Employees shall be allowed to cash out vacation hours in excess of 120 hours.

14.3 Family and Medical Leave Laws:

- 14.3.1 The Company and the Union agree to be bound by the state and federal family and medical leave laws. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the laws.
- 14.3.2 However, notwithstanding the above, the Company will allow as many employees as operationally feasible to take approved leave off when the request is submitted in advance and allows the Company to accommodate requests for time off by more than one employee at the same time.

- 14.4 **Bereavement Leave:** The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave. Immediate family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother, and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance with the General Manager, using a form provided by the Company. Additional days off without pay, may be requested for extenuating circumstances. The Company can request verification of death (i.e. obituary or copy of death certificate) from employees exercising their rights under this provision.
- 14.5 **Personal Leave:** Employees who wish to take a personal leave of absence must put their request in writing and submit it to the location General Manager. Leaves will be responded to in writing by the Company, and those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by the Company.
- 14.6 **Voluntary Furloughs:** The Union and Company have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours.
- 14.7 **Union Leave:** Employees who give the Company notice, who need to be absent from work due to union business shall, upon approval from the General Manager or his/her designees, be

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granted that unpaid leave. No more than two employees shall be granted time for the same leave and that leave shall not exceed one week.

ARTICLE 15. GRIEVANCE PROCEDURE
--

15.1 Grievance Defined

- A. A grievance means a claim that the Company has violated an express, specific provision of this Agreement. An employee or the union can file a grievance. If any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be utilized for such disputes.
- B. A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed. This provision does not however, obligate either the Company or Union to waive its rights under this Article.
- C. Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by agreement between the parties.
- D. The grievance must set forth the name of the employee, nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The employee must present the written grievance to the General Manager or his/her designee within seven (7) working days following the occurrence out of which the grievance arose or when it first became known to the grievant or union. Failure to present the grievance within seven (7) working days will be deemed a waiver of the grievance. No grievance shall be entertained or considered unless it is presented in writing to the Company within the proposed time limits signed by the affected employee or union. For the purposes of meeting timetables when a management representative is not present to receive the grievance the grievance can be time stamped and placed in the General Manager's office or mailbox.
- E. There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise of any rights under the grievance procedure.
- F. A copy of the approved grievance form is attached (Appendix B).

15.2 Step I:

- 15.2.1 Such grievance will be presented in writing to the General Manager or his/her designee. Within seven (7) working days of receipt of the grievance, a meeting will be held between the employee and the General Manager. A representative of the union will accompany the employee in the capacity of representation. If the General

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Manager or his/her designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his/her designee will provide a written answer to the Union within seven (7) working days after the date of the meeting.

15.3 Step II:

15.3.1 If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Regional Manager or his/her designees within seven (7) working days after it receives written decision at Step I. Failure of the Union to request Step II within seven (7) days of the Company's written decision at Step I shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

15.3.1.1 The Regional Manager or his/her designee, the grievant and a representative of the Union will meet within seven (7) days after the date of the referral.

15.3.1.2 If the parties are unable to arrive at a satisfactory settlement during the meeting, within seven (7) days of the meeting, the Regional Manager or his/her designees will provide a written answer to the Union.

15.4 Step III:

15.4.1 If the grievance is not resolved in Step II, the Union must refer the grievance in writing to the Director of Human Resources or his/her designee within seven (7) working days after it receives written decision at Step II. Failure of the Union to request Step II within seven (7) working days of the Company's written decision at Step II shall constitute a waiver of the grievance procedure. Upon receipt of the written Step II grievance:

15.4.1.1 The Director of Human Resources or his/her designee, the grievant and a representative of the Union will meet within seven (7) working days after the date of the referral.

15.4.1.2 If the parties are unable to arrive at a satisfactory settlement during the meeting, within seven (7) working days of the meeting, the Director of Human Resources or his/her designee will provide a written answer to the Union.

15.5 Step IV: Arbitration

15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Director of Human Resources, in writing, within thirty (30) calendar days following receipt by the employee of the written answer at Step III.

15.5.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Director of Human Resources with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or

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issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.

- 15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the American Arbitration Association (AAA) to provide a list of seven (7) persons qualified to act as arbitrators.
- 15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.
- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. Either party may elect to have representation by legal counsel for those arbitration hearings.
- 15.5.6 The opinion shall be sent to the Director of Human Resources and to the employee and appropriate representative of the Union.
- 15.5.7 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing.
- 15.5.8 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with.

15.6 Disciplinary Grievances

- 15.6.1 Employees must be disciplined for just cause. Before an employee is discharged or suspended by the Company, there shall be a meeting arranged immediately between the General Manager for the Company and the highest available official for the Union to discuss the circumstances surrounding the discharge or suspension.
- 15.6.2 When an employee is discharged or suspended the Union shall, within three (3) working days, receive written notice for such discharge or suspension.

15.7 General Provisions of Grievance Procedure

- 15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.

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15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the Company responsible for replying to the grievance.

15.7.3 The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties and shall be on a non-precendented basis.

**ARTICLE 16.
SAFETY BONUS**

The Company agrees to develop a monthly safety program where eligible employees would participate in some form of drawing for cash or cash equivalent prizes, not to exceed \$300.00 per month for the entire division.

**ARTICLE 17.
NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK**

Supervisors and the Trainer may not do the work of the bargaining unit, particularly the drivers, except under following the conditions:

- a. Instructing a worker or driver, and
- b. Doing necessary work when operational difficulties, i.e. emergencies, require it.

**ARTICLE 18.
SICK LEAVE**

Employees shall be eligible for four (4) hours of sick pay for every calendar month of scheduled working days without any attendance violations, up to a maximum of six (6) days annually. Employees with approved time off leave must work a minimum sixteen (16) days in that calendar month. Sick pay may not be cashed in. Sick pays may not be carried over from year to year. Sick Pay will not be used for the purposes of calculating over time. Sick pay will not be paid out upon termination Sick Leave will not be considered approved time off. All full time employees that are not in probationary status are eligible for this sick pay benefit. Employees may donate any sick pay that they have earned to another eligible employee for the purposes of assisting a fellow employee during a time of hardship.

**ARTICLE 19.
HOLIDAYS**

The following days shall be designated as paid holidays. Employees having to work on these days shall receive their regular rate of pay in addition to the holiday pay. Employees are eligible for Holidays after

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one year of continuous service. Employees must work their scheduled day before and after a holiday in order to receive Holiday pay.

19.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, subject to approved scheduling by management.

ARTICLE 20. ROUTE ASSIGNMENTS
--

20.1 Driver's Routes: Drivers will be assigned routes based on a driver's seniority. Shifts/Routes shall be picked by seniority as described in the following section:

20.2 Bid Shift Procedures

20.2.1 All runs will be selected by company seniority for those operators in the driver classification at the time of the bid.

20.2.2 Bids will be conducted at least twice a year at six-month intervals.

20.2.3 The runs will be posted for three days before bidding and they will list the approximate hours and the run assignment on the sheet.

20.2.4 Each employee in the order of their seniority shall select their route before they sign the run sheet. Once employee signs he/she shall be assigned to that route.

20.2.5 Employees that elect to bid on a driver operator position that is open, shall upon successfully completing the bid process as outlined in Article 25 of the Agreement for Drivers, shall have selection rights for route and shift only after incumbent drivers have selected routes based on provisions a through d above. At the next scheduled bid process for driver routes their selection rights would be as outlined in paragraphs a through d above.

20.2.6 Special Bids:

20.2.6.1 Runs that become permanently open i.e. Promotion, Transfer, discharge, quit or other, shall be handled in the following manner:

- A. Open route only, shall be put up for bid following the bid procedures described above.
- B. The bid procedure will continue for the next open route (vacant due to the previous bid in A.) affected by this process.
- C. The third open route that is affected by this process will remain open and filled at management's discretion until the next master re-bid.

20.3 The Company will allow drivers to voluntarily switch their routes as long as the transit operation is maintained and with prior approval from management.

20.4 Employees out on an approved protected leave shall be entitled to return to the route they held prior to the leave. The Division Manager has the discretion to fill the temporary vacancy until

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the return of the employee who is out on leave. Should the employee be out on leave during a master re-bid, their route selection shall be made by proxy for a new route assignment.

ARTICLE 21.
GENERAL PROVISIONS

- 21.1 Upon termination of MV Transportation's contract with LTA, any accrued employee benefits shall be payable upon termination. In addition, the Company agrees to comply with County, State, and Federal laws in regards to employees' rights and entitlements upon termination of employment with MV Transportation.
- 21.2 The Company's Drug and Alcohol Policy revised January 1, 2005 has been reviewed by the Company and the Union. Such provisions are expressly made a part of this Agreement. Furthermore, it is agreed that Voluntary Rehabilitation language in the Policy is intended to protect an employee's job should an employee utilize that section of the Policy.

ARTICLE 22.
PENSION BENEFITS

The Company shall provide a 401 (k) Retirement Savings Plan to full time employees. The Company shall match \$.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee's annual salary.

ARTICLE 23.
REVISED AND/OR NEW JOB DESCRIPTIONS

The Company will provide notice to and, upon request, meet and bargain with the Union prior to implementation of new or revised job descriptions.

ARTICLE 24.
REST AND LUNCH PERIODS

MV Transportation employees shall receive the following rest breaks and lunch period:

- 1) Two (2) rest periods of not more than fifteen (15) minutes shall be normally granted during an eight (8) hour shift. Three (3) rest periods of not more than fifteen (15) minutes may be granted at the discretion of the department head during a twelve (12) hour shift. A part-time employee shall normally be granted one fifteen (15) minute rest period for each work period of four (4) hours or more, not to exceed two (2) rest periods per day.
- 2) Lunch periods of up to one-half unpaid hour shall be provided to employees working at five (5) or more hour shifts. Lunch breaks will be taken at times where operations are

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not compromised. Employees may wave their lunch break with written notice to Division Manager.

ARTICLE 25.
HIRING PROCEDURES/PROMOTIONS

The Company shall provide to employees all existing policies/procedures on the posting of vacancies and promotional opportunities.

- 25.1** MVT agrees that members of the Union shall be permitted to bid on jobs within the bargaining unit, based on union company wide seniority, when there are such openings and provided they are qualified within the standards established by MVT. All job openings will be posted with job descriptions and minimum requirements and it is the employee's responsibility to apply in writing to the manager within the posted time limits. The company shall make every effort to accommodate an employee's seniority, however selection will be based on the best qualifications for the open position
- 25.2** All employees entering a new position shall be provided the tools and resources needed to perform the job in an efficient and safe manner.
- 25.3** Drivers shall receive the required training to perform their job in an efficient and safe manner.

ARTICLE 26.
PART-TIME EMPLOYEES

Part-time employees shall be employees who work less than thirty-five (35) hours a week. For the purpose of seniority part-time employees shall be behind full time employees when it comes to assigning full time work schedules. Part-time employees shall have four (4) paid Holidays. Employees who work more than thirty-five (35) hours a week for more than ninety (90) calendar days shall be considered full time employees and subject to the benefits that apply for full time employees. If full time employees work less than thirty-five (35) hours for more than ninety (90) calendar days, they shall be considered part time employees until they resume their full time status.

ARTICLE 27.
ADDITIONAL REVENUE FROM LOCAL TRANSIT AUTHORITY

The Union agrees to work with MV Transportation to secure additional funding during the terms of the contract between the Company and Local Transit Authority (LTA). Should the MV Transportation obtain a higher increase from Local Transit Authority (LTA) in any year and the option years, that increase will be passed along to the employees covered by this agreement.

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ARTICLE 28.
PROBATIONARY PERIODS

All employees hired into shall serve an initial probationary period of six (6) months. The Company, at its option, can extend a probationary employee for additional thirty- (30) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas of improvement the employee must make.

ARTICLE 29.
NO STRIKE, NO LOCKOUT

The Union agrees that during the term of this Labor Agreement neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions, or strike which would involve suspension of or interference with normal work of Company operations.

In the event of any job actions as described above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

The Company agrees that it will not lock out its employees for the duration of this Agreement.

ARTICLE 30.
FULL UNDERSTANDING, MODIFICATION & WAIVER

This Labor Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Labor Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by MV Transportation and SEIU Local 817. The waiver of any breach, term, or condition of this Labor Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31.
SAVINGS PROVISION

If any provisions of this Labor Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by

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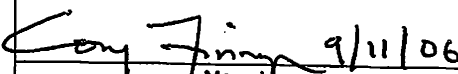
law or an agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

ARTICLE 32.
TERM OF AGREEMENT

This Labor Agreement represents the entire Agreement between the Company and SEIU Local 817 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on June 26, 2006 and shall continue in full force and effect until midnight July 1, 2009, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present the Company with its requests for negotiations on the items within the scope of representation no later than April 1, 2009. The Company and Union shall begin the meet and confer process no later than April 30, 2009.

IN WITNESS WHEREOF,

the parties hereto have caused this Labor Agreement to be executed by affixing their signatures below.

MV Transportation	Service Employees International Union (SEIU) LOCAL 817
David A. Vinson Labor Relations Director  9/11/06	Cory Finnegan Field Representative, SEIU Local 817  9/11/06
Jose "Tony" Mercado General Manager	Mary Leon Bargaining Committee Chairperson
	Marie Ramos Bargaining Committee Person

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APPENDIX A
CLASSIFICATION TITLES, AND SALARY RANGES SEIU EMPLOYEES FOR THE PERIOD 06/10/02 – 06/30/06

Wages – Drivers

Current		July 1, 2006			
Training	\$6.75	Training	\$6.75		
Start	\$9.00	Start	\$9.00		
1 Yr.	\$10.70	1 Yr.	\$11.02		
2 Yr.	\$11.03	2 Yr.	\$11.36		
3 Yr.	\$11.54	3 Yr.	\$11.89		
4 Yr.	\$11.75	4 Yr.	\$12.10		
5 Yr.	\$12.10	5 Yr.	\$12.46		
6 Yr.	\$12.37	6 Yr.	\$12.74		
7 Yr.	\$12.66	7 Yr.	\$13.04		
8 Yr.	\$12.95	8 Yr.	\$13.34		
9 Yr.	\$13.22	9 Yr.	\$13.62		
10 Yr.	\$13.51	10 Yr.	\$13.92		

Dispatchers – Wages

\$.25 above driver rate for corresponding year of service.

Bus Washer – Wages

\$8.25 - 3% increase annually on ratification date for current bus washer. Any new bus washer would receive 3% on employment anniversary.

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APPENDIX B

GRIEVANCE FORM

SEIU Local 817 Grievance Form

Date Grievance Occurred or Was Discovered:

Grievant's Name:

Job Class:

Bargaining Unit: MV Transportation

Address:

Phone:

Supervisor:

Mtg. With Supervisor:

Reply Date:

Nature of Grievance:

Specific Violation:

Remedy Requested:

Grievant's Signature _____ **Steward/Rep. Signature** _____

Date filed at: Step 2: _____
Company Response:

Date filed at: Step 3: _____
Company Response:

Date filed at: Step 4: _____
Company Response:

Result/Final Resolution:

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APPENDIX C

Upon Ratification Wage Scale of MV Employees

The matrix below indicates what the current wages will change to upon ratification.

NAME	wages 1/1/06	Upon Ratification	
	Current	2% Increase	3% Increase
	15.99	16.30	16.46
	16.37	16.69	16.86
	14.48	14.76	14.91
	14.35	14.63	14.78
	13.91	14.18	14.32
	13.78	14.05	14.19
	13.21	13.47	13.60
	11.99	EMPLOYEES FROM HERE DOWN WILL RECEIVE INCREASE ON ANNIVERSARY DATE.	
	11.54		
	11.54		
	11.03		
	10.70		
	10.70		
	10.70		
	10.70		
	9.00		
	9.00		
	9.00		

**AGREEMENT BETWEEN THE MV TRANSPORTATION, INC. AND SERVICE
EMPLOYEES INTERNATIONAL UNION 521 (SEIU) EFFECTIVE
JULY 1, 2009**

June 16, 2009

Submitted to MV Transportation
David Vinson

The following is the Union's contract proposal submitted to MV Transportation for negotiations.

The Union proposes to extend all provisions of the Memorandum of Understanding (dated June 30, 2006 – June 30, 2009; Hollister unit MOU) and applicable side letter(s)/agreement(s) to the extent that they are consistent with the terms of this extension, for eighteen (18) months. The Memorandum of Understanding and applicable side letter(s)/agreement(s) will be effective through December 14, 2011 unless specified otherwise.

DATED June 25, 2009

MV TRANSPORTATION, INC

DATED June 30, 2009

SEIU BARGAINING TEAM

BY David A. Vinson

DAVID A. VINSON
DIRECTOR OF LABOR RELATIONS
MV Transportation, Inc

BY L. Joel Hill

L. JOEL HILL
LEAD INTERNAL ORGANIZER
Local SEIU 521

BY Mary S. Leon
MARY LEON
BARGAINING COMMITTEE CHAIR

Appendix L: Specialized Transportation Operations

Classification	Step A	Step B	Step C	Step D	Step E
Van Driver	\$ 8.78	\$ 9.22	\$ 9.67	\$ 10.16	\$ 10.66
Class B Licensed Driver	\$ 9.38	\$ 9.86	\$ 10.35	\$ 10.87	\$ 11.40
Senior Class B Licensed Driver	\$ 9.76	\$ 10.16	\$ 10.66	\$ 11.20	\$ 11.75
Coordinator	\$ 10.71	\$ 11.25	\$ 11.82	\$ 12.41	\$ 13.03

Appendix M: Required Cost Proposal Forms

The following pages contain the required Cost Proposal Form.

If your firm is submitting a proposal for only one of the services, complete and submit the corresponding form for either County Express or Specialized Transportation.

If your firm is interested in submitting proposals for both services, complete and submit the County Express, Specialized Transportation, and Consolidation Services Form.

Each form must be separately sealed and clearly labeled with name of the service being proposed on.

County Express Cost Proposal Form

Please provide a cost proposal for the project administration and day-to-day operation of the County Express transit service as described in Part III, Section B. Form must be fully completed in order for the entire proposal to be deemed responsive.

Name of Firm: _____

	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 1	Optional Year 2	Optional Year 3
Proposed Cost Per Revenue Hour								
Multiply by Estimated Hours of Revenue Service	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000
Total Cost								

Specialized Transportation Cost Proposal Form

Please provide a cost proposal for the project administration and day-to-day operation of the Specialized Transportation service as specified in Part III, Section D. Form must be fully completed in order for the entire proposal to be deemed responsive.

Name of Firm: _____

	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 1	Optional Year 2	Optional Year 3
Proposed Cost Per Revenue Hour								
Multiply by Estimated Hours of Revenue Service	7,680	7,680	7,680	7,680	7,680	7,680	7,680	7,680
Total Cost								

Consolidated Services Cost Proposal Form

Please provide a cost proposal for the project administration and day-to-day operation of the County Express transit and Specialized Transportation service as specified in Part III, Sections B and D. Form must be fully completed in order for the entire proposal to be deemed responsive.

Name of Firm: _____

	Year 1	Year 2	Year 3	Year 4	Year 5	Optional Year 1	Optional Year 2	Optional Year 3
Total Cost Proposed for CE Services (A)								
Total Cost Proposed for ST Services (B)								
Estimated Savings for Consolidating Services (C)								
Total Cost (A + B – C)								

Appendix N: Acknowledgement of Addenda Form

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____