

MEMORANDUM

TO: CITY COUNCIL

FROM: JAMES A. BERGMAN, CITY MANAGER

SUBJECT: CONSIDERATION OF AN AGREEMENT WITH VENTURA TRANSIT SYSTEMS TO OPERATE THE FIVE CITIES SENIOR SHUTTLE SERVICE

DATE: JULY 25, 2017

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to execute a multi-agency agreement with Ventura Transit Systems to operate the Five Cities Senior Shuttle service.

SUMMARY OF ACTION:

Consider formally joining and partially funding an ongoing effort with the cities of Grover Beach, Pismo Beach, and San Luis Obispo County (Oceano area) to provide door-to-door senior shuttle service. Total cost for the City's participation is \$18,613.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

Funding for the service is included in the FY 2017-18 Budget.

BACKGROUND:

The City of Arroyo Grande is currently a member of the Five Cities Senior Shuttle (FCSS) consortium that funds door-to-door specialized transportation services for residents who are 65 years old and older. Other consortium members include the cities of Grover Beach and Pismo Beach, as well as San Luis Obispo County (representing the community of Oceano). FCSS services are provided to senior citizens on Tuesdays, Wednesdays and Thursdays on a space-available basis, and these local services augment the countywide Senior Shuttle services funded by the San Luis Obispo Council of Governments. Qualified FCSS riders pay \$3.00 for each one-way trip, while the FCSS consortium members pay the net subsidy (\$25.00 minus \$3.00 fare = \$22.00 per trip) to the current provider, Ride-On Transportation. FCSS services have been funded by the consortium members using general fund and other funds for many years, although no formal agreement with Ride-On has ever been exercised.

**CITY COUNCIL
 CONSIDERATION OF AN AGREEMENT WITH VENTURA TRANSIT SYSTEMS TO
 OPERATE THE FIVE CITIES SENIOR SHUTTLE SERVICE
 JULY 25, 2017
 PAGE 2**

ANALYSIS OF ISSUES:

The current FCSS is administered by San Luis Obispo Regional Transit Authority (RTA) staff, which also oversees South County Transit fixed route services in the Five Cities area. RTA staff validates monthly FCSS billing statements submitted by Ride-On, pays the invoices, and then submits quarterly invoices to each consortium member agency based on the number of passenger boardings in each jurisdiction times the net \$22.00 discussed above.

When RTA discovered that no formal agreement for FCSS services exists, RTA recommended to the City Managers and County Public Works staff that a formal procurement be pursued. Following a review of the draft Request for Proposals (which included the attached Agreement) by the County Counsel's office on behalf of South County Transit, the South County Transit Board of Directors authorized release of a Request for Proposals at its April 26, 2017 meeting. The RFP was published on April 27, 2017 and it includes liability protections for each jurisdiction, as well as service level and reporting requirements. Two companies attended the pre-bid meeting on May 5, 2017 (Ride-On and Ventura Transit Systems), and both submitted responsive proposals by the May 17th deadline. The selection committee interviewed both firms on June 6th and, following telephone conversations with reference checks, the selection committee unanimously recommended that the contract be awarded to Ventura Transit Systems. The new net cost from Ventura Transit Systems per passenger will be \$17, and the new Agreement would be effective September 1, 2017 through June 30, 2020. The Agreement term is three years, with two one-year options.

Each of the jurisdictions and the South County Transit Board will need to consider execution of the attached Agreement. As part of the annual budget process, the South County Transit Board will adopt the maximum obligation that each Consortium member will pay to the contractor for FCSS services. Under no circumstances will any of the four consortium jurisdictions be required to pay the contractor an amount higher than the amount adopted in the annual South County Transit budget unless expressly authorized in advance and in writing by the RTA Executive Director (who also serves as the South County Transit Administrator). The FY 17-18 maximum financial obligation to the contractor is as follows:

Jurisdiction	FY16-17 Payment
Arroyo Grande	\$18,613
Grover Beach	\$4,074
Pismo Beach	\$8,211
Unincorporated County	\$4,095
Total	\$34,993

**CITY COUNCIL
CONSIDERATION OF AN AGREEMENT WITH VENTURA TRANSIT SYSTEMS TO
OPERATE THE FIVE CITIES SENIOR SHUTTLE SERVICE
JULY 25, 2017
PAGE 3**

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve and authorize the Mayor to execute the Five Cities Senior Shuttle Professional Service Agreement on behalf of the City of Arroyo Grande;
2. Do not approve all or some of the Agreement terms; or
3. Provide direction to staff.

ADVANTAGES:

Executing the contract will ensure continued FCSS services for Arroyo Grande residents.

DISADVANTAGES:

No disadvantages have been identified.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

**FIVE CITIES SENIOR SHUTTLE
PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT NUMBER 17-01

This Agreement is made as of this ____ day of _____, 2017, by and between South County Transit, a California joint powers authority, the City of Arroyo Grande, the City of Grover Beach, the City of Pismo Beach and the County of San Luis Obispo (collectively referred to hereafter as “Five Cities Senior Shuttle Consortium” or “Consortium”); and **Ventura Transit System** or “Contractor”.

RECITALS

- a. Consortium desires to retain a qualified and committed transportation provider to operate the Five Cities Senior Shuttle (FCSS) in accordance with the Scope of Work as more particularly set forth in Exhibit A to this Agreement.
- b. Contractor represents to Consortium that it is a firm composed of highly trained professionals and is fully qualified to operate the services described above and render advice to Consortium in connection with said services.
- c. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, Consortium and Contractor agree as follows:

1. SCOPE OF WORK

Contractor shall provide to Consortium the services described in Exhibit A (“Scope of Work”). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION AND TERM

a. Consortium shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to Consortium at the main offices of the San Luis Obispo Regional Transit Authority (hereafter "RTA") who is the current administrator of South County Transit service. Each monthly statement submitted shall include the items required under the "Records/Management & System Reports" section of the Scope of Work (Exhibit A). South County Transit (SCT) will make monthly payments to Contractor and then collect a proportionate share of the payment from each of the member entities who constitute the Consortium.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall Consortium be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of **\$34,993** for Fiscal Year 2017-18, as follows:

Jurisdiction	FY17-18 Payment
Arroyo Grande	<u>\$18,613</u>
Grover Beach	<u>\$4,074</u>
Pismo Beach	<u>\$8,211</u>
SLO County (Oceano Area)	<u>\$4,095</u>
Total	<u>\$34,993</u>

The maximum obligation will be based on the per passenger-trip pricing included in Attachment A ("Proposed Net Pricing Table") and the expected maximum number of passenger-trips between each jurisdiction. RTA's Chief Financial Officer will pay all proper claims on behalf of the Consortium. Subsequent annual maximum annual compensation levels will be adopted through amendment to this Agreement.

d. The base Agreement term is three years, with two one-year options. Each one-year option would automatically be exercised at the same terms of the present year,

unless either party provides a minimum of 90 days notice requesting renegotiation of the price or to cancel the option outright. The first year will be the period from September 1, 2017 through June 30, 2018, and the ensuing next two years will run consecutively from July 1 through June 30 of the next calendar year. The per passenger reimbursement would automatically increase by the change in Consumer Price Index for the Los Angeles-Riverside-Orange County area as indicated on the Bureau of Labor Statistics website.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of Consortium for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow Consortium access to such records during the performance of this Agreement and for a period of three (3) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Consortium and the individual entities of which it is constituted, and each of their employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Consortium or the individual entities of which it is constituted. Nothing contained in the indemnity provisions shall be construed to require Contractor to indemnify the Consortium or its constituting entities against any responsibility or liability in contravention of Civil Code 2782.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements" (attached hereto and incorporated herein). Maintenance of the insurance coverage set

forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Consortium's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, or (ii) provide evidence of renewal, may be treated by Consortium as a material breach of this Agreement by Contractor, whereupon Consortium shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Consortium pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Consortium under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of Consortium, in Consortium's sole and absolute discretion. Contractor agrees that the Consortium shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. Termination for Convenience. The Consortium, by 30 days' written notice, may terminate this Agreement, in whole or in part, when it is in the Consortium's interest. If this Agreement is terminated, the Consortium shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

b. Termination for Default. If the Contractor fails to perform the services within the time specified in this Agreement or any extension, or if the Contractor fails to comply with any other provisions of this Agreement, the Consortium may terminate this Agreement for default. The Consortium shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement. If this Agreement is terminated while the Contractor has possession of Consortium goods, the Contractor shall, upon direction of the Consortium, protect and preserve the goods until surrendered to the Consortium or its agent. The Contractor and Consortium shall agree on payment for the preservation and protection of goods. 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 Consortium.

c. Opportunity to Cure. The Consortium, in its sole discretion may, in the case of a termination for default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Consortium's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Consortium setting forth the nature of said breach or default, Consortium shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Consortium from also pursuing all available remedies against Contractor and its sureties for said default.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Consortium Representative:

Geoff Straw
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4465
gstraw@slorta.org

Contractor Representative:

Bobby Babaeian
Ventura Transit System
554 South Dawson Drive
Camarillo, CA 93012
(818) 402-0202
b.babaeian@gmail.com

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of Consortium. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the Consortium for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Work shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

Consortium and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Work.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), any regulations and guidelines issued pursuant to the ADA, and all federally required requirements listed in Attachment 2 attached hereto and incorporated herein.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Luis Obispo County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The Consortium members’ Conflict of Interest Codes require that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the Consortium members’ Conflict of Interest Codes, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the Consortium or any of its members determines, in its discretion, that Contractor is a “Contractor” under the Political Reform

Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the Consortium’s Representative the “assuming office” statements of economic interests required by the Consortium’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the Consortium Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the Consortium’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The Consortium may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither Consortium acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for Consortium hereunder shall be and remain the property of Consortium. Contractor agrees that any patentable or copyrightable property rights, to the extent created for Consortium as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose. Consortium agrees to hold Contractor harmless from all damages, claims, expenses, and losses arising out of any Consortium member reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Contractor is first obtained.

h. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Standard of Care: Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), Consortium requires that all Consortium telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to Consortium that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

Executed as of the day and year first above stated.

CONTRACTOR

SOUTH COUNTY TRANSIT

By: _____

By: _____

Bobby Babaeian
Ventura Transit System CEO

Geoff Straw
SCT Administrator

Taxpayer I.D. No. _____

APPROVED AS TO FORM:

SCT Counsel

ATTEST:

SCT Clerk

CITY OF ARROYO GRANDE

By: _____

James Hill
Mayor

APPROVED AS TO FORM:

Heather Whitham, City Attorney

ATTEST:

Kelly Wetmore, City Clerk

CITY OF GROVER BEACH

By: _____

John Shoals
Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PISMO BEACH

By: _____

Edward Waage
Mayor

APPROVED AS TO FORM:

City Attorney

COUNTY OF SAN LUIS OBISPO

By: _____

John Peschong
Board of Supervisors Chairperson

APPROVED AS TO FORM:

County Counsel

Attachments:

- Attachment One – Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Work
- Attachment A – Cost Proposal

ATTACHMENT ONE

**INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the Consortium.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Consortium for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the Consortium in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary, except for Professional Liability and Worker's Compensation, and any insurance or self-insurance maintained by Consortium shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. The Consortium, its member agencies, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish Consortium with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the Consortium before work commences and must be in effect for the duration of the contract. The Consortium reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. The Self-Insured retentions above \$10,000 must be approved by the Consortium. At the Consortium's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. Consortium reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT TWO

FEDERALLY REQUIRED CONTRACT CLAUSES

1. ACCESS TO RECORDS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. CHARTER SERVICE

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients 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 as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- c. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- d. Any other federal Charter Service regulations; or
- e. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Consortium and its member agencies are Equal Opportunity Employers. As such, the Consortium agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consortium agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and

gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. ENERGY CONSERVATION REQUIREMENTS

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

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;

- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Consortium. If it is later determined by the Consortium that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Consortium, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

8. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

b. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

9. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

10. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Consortium.

b. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

11. SCHOOL BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation;
- or
- b. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

12. SUBSTANCE ABUSE REQUIREMENTS

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. 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*.

13. TERMINATION – See Section 7 of Professional Services Agreement

14. 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 Master Agreement between Purchaser 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.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

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

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the San Luis Obispo Regional Transit Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The Contractor must promptly notify the Consortium whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the SCT Administrator.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) 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

4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Consortium requests that would cause SCT to be in violation of the FTA terms and conditions.

Exhibit A FCSS SCOPE OF WORK

A. DEFINITIONS

The following terms are used throughout this document, and shall have the meanings set forth below.

1. **Advance Reservation:** The Five Cities Senior Shuttle (FCSS) program is an advanced reservation service. It is suggested that riders call up to four days in advance to schedule their trips. FCSS also provides same day trips as time and space allows.
2. **Deadhead Miles:** Miles when the vehicle is not in revenue service (i.e., travel from Contractor's yard to first pick-up and from the last drop off back to the yard).
3. **Curb-to-Curb Service:** A type of paratransit service where, on both the origin and destination ends of the trip, the Vehicle Operator typically gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than (15) fifteen feet from the vehicle. Vehicle Operators may NOT enter a residence and must keep the vehicle in sight at all times.
4. **Eligible Riders:** Seniors age 65 and older are eligible for FCSS service.
5. **Manifest:** A manifest is defined as a list of passenger trips provided to the Vehicle Operator by the Dispatcher. The manifest includes at the minimum the following: customer name, pick-up and drop off addresses and times, mobility device(s) used by the passenger, payment status, and any other information specific to the passenger.
6. **No-Show:** An individual is considered a No-Show if the rider has not notified Contractor at least one hour before the scheduled pick-up time that her or she will not be traveling as scheduled, or if the Vehicle Operator waits five minutes after the pick-up time and the individual is not ready for boarding.
7. **On-Time Performance:** On-time performance is measured by the status of pick-ups made within fifteen minutes before until fifteen minutes after the allotted pick-up time.
8. **Pick-Up Window:** The pick-up window is the span of time that determines if FCSS is on time. This window is fifteen minutes before until fifteen minutes after a scheduled pick-up time.
9. **Consortium:** The four entities that comprise the South County Transit Joint Powers Authority, which include the City of Arroyo Grande, the City of Grover Beach, the City of

Pismo Beach, and San Luis Obispo County (representing the unincorporated community of Oceano).

10. **Vehicle Revenue Hours:** The hours a vehicle travels from the time it arrives at the first pick-up, even if that pick-up is a No-Show, until the last drop off or release from service by dispatch, minus time for lunch and breaks.
11. **Vehicle Revenue Miles:** The miles a vehicle travels from the time it arrives at the first pick-up until the last passenger is dropped off.
12. **Vehicle Service Hours:** The hours a vehicle travels from the time it leaves Contractor's yard for a scheduled reservation each day until it returns to the yard, minus lunch and breaks.
13. **Vehicle Service Miles:** The miles a vehicle travels from the time it pulls out from Contractor's yard to go into revenue service to the time it pulls in to the yard on return from revenue service.
14. **Applicable Environmental Laws:** Any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.
15. **Hazardous Substance(s):** Any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

B. SYSTEM DESCRIPTION

The service area for the FCSS services is the same as the service area in which South County Transit (SCT) operates hourly fixed-route bus services. The SCT service area is defined as within the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the unincorporated community of Oceano. The FCSS is currently operated by Ride-On Transportation.

The FCSS program provides curb-to-curb service that currently operates from 9:00 AM to 5:00 PM Monday through Friday. Beginning in FY17-18, the FCSS program will revert to service only on Tuesdays through Thursdays (the same days of service that were provided in FY15-16). The FCSS complements countywide Senior Shuttle services currently funded by the San Luis Obispo Council of Governments and provided by Ride-On Transportation. The FCSS program only subsidizes passenger-trips within the SCT service area.

The FCSS program observes seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Service does not operate on these holidays. When a holiday falls on a non-service day, the SCT Administrator and Contractor Project Manager will agree in writing at least 30 days in advance how to recognize and market the service reduction. Reservations for FCSS service are taken from 8:00 AM to 5:00 PM Monday through Friday, excluding the seven holidays mentioned above. Trips can be booked up to two weeks in advance. Same-day trips are provided subject to availability. The current fares for each one-way passenger-trip is \$3.00. These fares are collected by the FCSS Vehicle Operators and deposited into Contractor's account. Contractor maintains records of riders and fares paid, and prepares and remits invoices to Consortium.

C. CONSORTIUM RESPONSIBILITIES

1. Management

The SCT Administrator is responsible for administering the Agreement, including the monitoring and evaluation of service quality and approval of all invoices. Day to day communications regarding the contract performance shall be between the Contractor's Project Manager and the SCT Administrator.

2. System Planning, Design and Administration

Consortium shall be responsible for system design of FCSS services, setting of fare levels, productivity analysis, as well as marketing and promotion. Contractor will be expected to provide input to assist Consortium in making determinations on these matters as requested.

3. Adjustments to Service

Any adjustments to service shall be a sole prerogative of Consortium. However, Consortium expects to work closely with Contractor on such modification in order to provide efficient and responsive service. No operational change that affects service, scheduling, hours of operation, response times, or any other characteristics of the FCSS shall be made by Contractor without the written approval of the SCT Administrator. Consortium may modify the service area for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. Major modifications may affect up to 25 percent of the specified daily service span or up to 33 percent of the weekly days of operation without changing any

other term or condition of the Agreement. Consortium will notify Contractor thirty (30) days in advance of any major service changes. It would be expected that agreements regarding minor service changes would be possible through cooperative efforts of Consortium and Contractor in a shorter time. Consortium reserves the right to pursue methodologies for service redesign at its sole discretion at any time during the duration of this Agreement. Service redesign could include a larger or smaller role for Contractor during the course of the Agreement term.

Total ridership by month is presented in the table below for FY14-15 and FY15-16, as well as the first seven months of FY16-17. As shown, monthly ridership ranges from a low of around 90 to as high as 180, although monthly ridership has been generally lower in the past 19 months in comparison to FY14-15.

FCSS One-Way Passenger-Trips			
Month	FY14-15	FY15-16	FY16-17
July	183	105	95
August	157	117	115
September	142	157	108
October	154	149	92
November	131	143	159
December	161	134	134
January	134	107	129
February	139	116	
March	126	142	
April	121	125	
May	126	110	
June	159	127	
Total	1,733	1,532	832

Below is a table that depicts ridership between July 1, 2016 and January 31, 2017. As shown, the greatest number of trips were provided within Arroyo Grande (shown as “AG-AG” at 22.5% of total trips), followed by trips between Arroyo Grande and Pismo Beach (16.9%), and within Pismo Beach (14.7%). Relatively few trips originate or end in Oceano.

Five Cities Senior Shuttle Results, July 1, 2016 through January 31, 2017												
Performance Measure	AG-AG	GB-GB	Oceano-Oceano	Pimso-Pimso	AG-GB	AG-Oceano	AG-Pimso	GB-Oceano	GB-Pimso	Oceano-Pimso	Total	Avg/Mo
Total Trips	187	30	0	122	102	83	141	24	80	63	832	119
Percent Total	22.5%	3.6%	0.0%	14.7%	12.3%	10.0%	16.9%	2.9%	9.6%	7.6%	100%	
Total Miles	747	44	0	589	413	339	764	72	244	256	3,468	495
Percent Total	21.5%	1.3%	0.0%	17.0%	11.9%	9.8%	22.0%	2.1%	7.0%	7.4%	100.0%	
Average Miles/Trip	4.0	1.5	N/A	4.8	4.0	4.1	5.4	3.0	3.1	4.1	4.2	

4. Annual Maximum Financial Obligation and Monthly Payments

As part of Consortium’s annual budget-making process, the SCT Board of Directors will adopt the maximum obligation that each Consortium member will pay to Contractor for FCSS services. Under no circumstances will any of the four Consortium jurisdictions be required to pay Contractor an amount higher than the amount adopted in the annual SCT budget unless expressly authorized in advance and in writing by the SCT Administrator. The FY16-17 maximum financial obligation to the contractor is as follows:

Jurisdiction	FY16-17 Payment
Arroyo Grande	\$18,613
Grover Beach	\$4,074
Pismo Beach	\$8,211
Unincorporated County	\$4,095
Total	\$34,993

The FY17-18 maximum financial obligation will be developed as part of contract negotiations resulting from this solicitation.

The SCT Administrator will work with Contractor to monitor monthly expenditures to determine if service levels should be adjusted as they relate to the annual budget or otherwise. Contractor’s monthly invoice will include the current monthly reimbursement rate for each of the four Consortium jurisdictions, the year-to-date reimbursement for each of the four Consortium jurisdictions, and the proportional amount remaining for each of the four Consortium jurisdictions. The monthly invoice will be submitted in MS Excel format via email to the SCT Administrator.

5. Coordination

Contractor will cooperate with Consortium and other transportation providers in the region to ensure that effective coordination is achieved among all public transportation services provided in the SCT service area. Contractor shall designate key staff as contact personnel to assure ongoing communication with the SCT Administrator. It is the sole responsibility of the SCT Administrator to assure ongoing communication about FCSS services to the Consortium entities.

6. Advertising and Promotion

Consortium shall be responsible to prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership. Additionally, Consortium shall provide Contractor all marketing materials required to effectively operate the service as defined in this Scope of Work. Contractor shall distribute and disseminate such materials in accordance with the provisions of this Scope of Work and any directions supplemental thereto provided by Consortium.

7. Service Monitoring

Consortium reserves the right to use SCT staff and/or third-party services to monitor service quality without notice to Contractor.

D. CONTRACTOR DUTIES AND RESPONSIBILITIES

1) General Duties

Contractor shall be responsible for the operation of FCSS services as defined in this Scope of Work, including the provision of and maintenance of all related vehicles and equipment. It is expected that Contractor's fleet will include vehicles that meet Americans with Disabilities Act accessibility requirements for those FCSS passengers that use a mobility aid; non-accessible vehicles (sedans and/or vans) can also be used based on passenger demand. Contractor shall also provide Vehicle Operators and all project personnel, train personnel as necessary, develop administrative procedures, keep financial records, and develop methods to improve effectiveness and maximize service efficiency. Contractor is responsible for intake of passenger requests, and scheduling and dispatching of all FCSS services. Contractor will obtain and provide all required State and local permits and ensure that all Vehicle Operators and vehicles used for FCSS services are properly licensed. Contractor shall manage FCSS service in accordance with the guidelines and parameters established herein. Contractor is responsible for collection of all fares and proper reporting of same.

2) Personnel Requirements

Contractor shall be solely responsible for the satisfactory work performance of all employees as described in this Scope of Work or any reasonable performance standard established by Consortium. Contractor shall develop and maintain an established human resources program, which includes recruitment, hiring, training, and performance reviews. Contractor shall use appropriate Vehicle Operator screening and selection criteria in order to employ Vehicle Operators suitable for a demand response service provided for senior citizens. These criteria will include Department of Motor Vehicles license check, criminal record checks and physical examination sufficient to meet applicable requirements for FCSS services. Contractor shall be solely responsible for payment of all employees and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. Contractor's personnel wages, benefits, and work hours shall be in accord

with the local, County, State and Federal regulations affecting such personnel. Without any expense to Consortium, Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. Contractor shall hold harmless and defend Consortium from any liability, damages, claims, costs, and expenses of any nature arising from violations of personnel practices, applicable local, state and federal laws related to labor and employment, and any applicable labor agreements. Contractor shall remove any personnel provided for Consortium services on demand, for cause, by Consortium, and Contractor shall be fully responsible for any liability or damages arising from the wrongful acts or omissions of its employees. All such personnel will be employees of Contractor, and Contractor will be solely responsible for payment of their wages, benefits and all other obligations that may be owed to its employees, whether derived from statute, regulation or agreement, both during and subsequent to the term of the Agreement.

3) Required Key Management Positions

Subject to the approval of Consortium, Contractor shall designate two key staff positions to appropriately manage all services defined by this Agreement: a Project Manager and a Maintenance Manager. Contractor may not remove or reassign key staff without Consortium approval. Consortium shall retain the right of refusal or any new hire or reassigned project management personnel. The personnel selected to fill the key positions are expected to be available for the entire Agreement period.

a. Project Manager

The Project Manager must have a minimum of three years of experience in demand response transportation operations or similar industry, including one year of supervisory experience. The Project Manager will provide both field supervision and the management of the project's accounts and operating records, and will coordinate closely with the SCT Administrator. The Project Manager or designee in his/her absence shall be available by telephone or in person during all hours that FCSS services are provided to make decisions or provide coordination as necessary at the request of the SCT Administrator. Consortium shall have the right to demand replacement, for cause, of the Project Manager upon six weeks' notice after the authorization of the SCT Board of Directors.

Should the Project Manager separate employment from Contractor for any reason, the resume and qualifications of the proposed replacement shall be submitted to Consortium for approval as soon as possible. Consortium shall have up to ten (10) working days following the receipt of these documents to respond to Contractor concerning acceptance of the candidate(s). The candidate(s) may receive an oral interview by Consortium representatives. If an acceptable replacement is not found by the time the Project Manager has departed, Contractor shall assign a senior

management member or other supervisor approved by Consortium to serve as interim Project Manager until a suitable permanent replacement is found. If Contractor is unable to locate a suitable replacement within four weeks of the Project Manager's departure, Consortium will deduct from the subsequent invoice \$50 per weekday in liquidated damages until a suitable replacement is accepted.

The responsibilities of the Project Manager shall include but not be limited to the following:

- 1) Scheduling of all regularly assigned project personnel and vehicles.
- 2) Directly supervising the dispatch and scheduling operations.
- 3) Arranging the assignment of back-up personnel and vehicles.
- 4) Distribution and/or collection of daily operating reports and fares.
- 5) Personal, unscheduled, and periodic inspection of vehicles.
- 6) Preparation of monthly reports from the daily operational data and ensuring the validity of all reports.
- 7) Maintenance of project accounts.
- 8) Preparation of monthly invoices that will document all charges.
- 9) Immediate responsibility for any operational problems and/or passenger complaints, and accurately reporting of these problems to the SCT Administrator in a timely manner.
- 10) Contractor shall have at least one individual available to fill in and "stand in the shoes" of the Project Manager on short notice when the Project Manager is not going to be available for any period exceeding seven calendar days (i.e., on vacation, out sick, out on emergency, attending meeting/seminars, etc.). This individual must be familiar with FCSS services, as well as the Agreement between Consortium and Contractor. Contractor must submit the identity of this individual in writing for Consortium approval within thirty (30) days of the ratification of the Agreement. The written submission of the fill-in staff person must include a complete resume as well as a description of his or her knowledge and familiarity of the FCSS service Agreement.

b. **Maintenance Manager**

Contractor shall designate a Maintenance Manager acceptable to Consortium. The Maintenance Manager shall have a minimum of three years of journey level experience, including proficiency in air conditioning systems, wheelchair lifts, brakes and other safety-related systems, as well as experience in directing the work of other maintenance personnel. If the maintenance function is proposed to be provided by a third-party vendor, the capabilities of the vendor shall be approved solely by the Consortium based on experience working on each type of vehicle used for FCSS services and the abilities of each of the vendor's employees that would work on vehicles used in FCSS service. Any new Maintenance Manager's appointment or change in maintenance vendor is subject to Consortium approval.

c. **Other Required Functions**

The functions below will be provided by Contractor solely at Contractor's expense.

1) **Dispatching/Scheduling**

At least one Contractor staff person shall be on-duty during all regular FCSS service hours and days to staff the dispatching function in a manner that is efficient, cost effective and keeping with the overall goals and requirements of the Agreement.

Dispatch personnel shall be adequately trained to handle all incoming telephone calls and to promptly dispatch the necessary FCSS vehicle(s). Dispatch personnel shall be trained as to the special needs of senior citizens and shall respond to requests for service with both sensitivity and efficiency. Dispatch personnel shall be computer literate and able to use computerized dispatching and scheduling software programs and systems. Dispatch personnel shall be proficient in professional technique, radio protocol and in cooperative approaches with Vehicle Operators and passengers. Dispatch personnel shall be proficient in maintaining two-way communication with all vehicles in service and for maintaining a daily dispatch log.

2) **Road Supervision**

Contractor shall provide adequate road supervision as required to monitor Vehicle Operators and vehicles, and to assist Vehicle Operators in revenue service. This function may be fulfilled by the Project Manager, assuming he or she is fully trained in providing road supervision functions. Consortium shall request that Contractor provide additional road supervision support if Consortium determines that a given situation warrants it. Consortium shall consult with Contractor's Project Manager before making such a request.

3) **Vehicle Operators**

Vehicle Operators must have valid licenses and/or certifications required by applicable federal, state, and local regulations to provide curb-to-curb services for senior citizens in the FCSS service area. A Vehicle Operator who does not possess the appropriate licenses and certificates shall not be permitted to operate an FCSS vehicle for any service described by this Agreement. Additionally, Vehicle Operators shall be provided with current maps and/or GPS technology to ensure the ability to quickly and efficiently navigate the FCSS service area.

Vehicle Operators shall leave their seats when necessary to assist all passengers, giving special attention to those who have difficulty entering and exiting the vehicle. Regularly assigned Vehicle Operators or trained back-up Vehicle Operators shall be available and report on time and ready for duty to ensure consistent and reliable service. Vehicle Operators shall maintain in their vehicle an adequate supply of information regarding the FCSS service. They may also be periodically requested to hand out notices to passengers or otherwise render assistance in Consortium required monitoring functions. Vehicle Operators shall be dressed in clothing that is clean, neat in appearance and devoid of any messaging that might be considered offensive by FCSS riders. Each Vehicle Operator shall have an accurate timepiece available and in clear sight at all times during vehicle operation in order to maintain scheduling efficiency.

Each Vehicle Operator shall complete a Daily Vehicle Inspection Report as established by Contractor and approved by Consortium. Any safety-related vehicle defects shall be reported by the Vehicle Operator immediately to the Dispatcher via radio or phone to await further instructions.

Vehicle Operators shall record each passenger boarding, and legibly complete trip sheets and Vehicle Operator's logs and/or electronic manifests according to procedures approved by Consortium. All Vehicle Operator records described in this paragraph and the preceding paragraph shall be turned in to the on-duty Dispatcher immediately upon the completion of each day's service. All documents shall bear the signature or initials of the Vehicle Operator.

Vehicle Operators shall ensure that their vehicle is in a clean and neat manner at all times. Vehicle Operators are required to collect the applicable fares from all passengers and follow all handling procedures in accordance with Consortium-approved Contractor policy.

4) Technicians

Contractor (or the Consortium-approved maintenance vendor) shall provide the services of at least one (1) qualified on-duty Technician during all FCSS service hours. The Maintenance Manager may serve as the on-duty Technician. The Maintenance Manager shall report directly to the Project Manager. If Contractor proposes to use a third-party maintenance provider, the Contractor must clearly demonstrate in its proposal that FCSS vehicles have priority to ensure that FCSS services are provided in a reliable manner.

In conjunction with Dispatchers, Technicians are required to review Daily Vehicle Inspection Reports to ensure that no vehicle is placed into FCSS revenue service if a safety-related defect is reported. Repairs of safety-related defects must be adequately communicated to the Vehicle Operator who reported each defect to ensure vehicles remain in safe and operable condition.

5) Employee Retention/Replacement

In order to ensure continuity of service and minimize the impact to customers, Consortium expects Contractor to retain qualified personnel. Contractor may not replace existing key management positions (Project Manager and Maintenance Manager) without the express written approval of the SCT Administrator.

d. Drug & Alcohol Program

Contractor will establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of California, or Consortium 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 shall certify annually its compliance with Parts 653 and 654 and to submit the Management Information System reports before March 15 to Consortium. 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.

e. **Training**

1) **Vehicle Operator Training**

Vehicle Operators shall be trained in all FCSS operational procedures including but not limited to the following:

- a) The special skills (including applicable sensitivity training) required to provide transportation to seniors, including seniors with disabilities.
- b) Defensive driving and vehicle handling.
- c) The operation of all types of vehicles, wheelchair lifts and securement systems, and other equipment, which may be expected to be used in FCSS services.
- d) Annual documented refresher instruction, as well as remedial training as required.

Vehicle Operators shall assist passengers who use wheelchairs and other mobility devices in boarding/alighting, and shall be trained in the correct procedures to safely utilize all mobility device securement devices.

2) **Maintenance Training**

Maintenance personnel shall include vehicle or subsystem manufacturer provided training, maintenance safety training, and relevant environmental training. ASE certification training is preferred. Maintenance training programs shall receive sufficient resources to remain current with all new vehicle equipment parts and components, as well as emissions standards and regulations.

3) **Dispatcher Training**

Dispatchers shall receive appropriate training in the efficient use of the scheduling software program proposed, Microsoft Office software, dispatching techniques, phone etiquette, and a knowledge of the service area.

f. **Vehicle Maintenance**

Contractor shall use its own facilities and equipment (or those of third-party maintenance provider as approved by Consortium) to service, maintain and repair all vehicles required in connection with the operation of FCSS in a safe and operable condition at all times. All maintenance services provided shall be performed in accordance with manufacturer's recommended maintenance procedures as well as with applicable federal and state regulations. Contractor shall provide all labor, lubricants,

solvents, repairs, parts, supplies, maintenance tools, equipment and services required to fulfill these maintenance responsibilities.

Contractor shall maintain and provide to Consortium a list of vehicles used for the FCSS services. When vehicles are added to or removed from FCSS services, Contractor shall notify Consortium as part of the monthly invoicing process.

Contractor shall perform daily vehicle inspections on all vehicles used in FCSS revenue service. Daily servicing will include, but not be limited to: fueling; engine oil, coolant, water and transmission fluid check; fare handling equipment check; wheelchair lift (if equipped) check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects reported by previous Vehicle Operators to identify potential safety and reliability items that require immediate attention. Contractor shall develop, implement and maintain a written Daily Vehicle Inspection Report, which is a checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for Consortium and California Highway Patrol review.

All repairs to vehicles used in FCSS service shall be performed by Contractor (or by approved vendors) at Contractor's sole expense. Repairs shall include, but not be limited to: work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. Contractor shall perform repair work expeditiously in response to identification of problems by Vehicle Operators, other staff members or by Consortium. Contractor shall assure Consortium that safety-related repairs are not deferred.

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

Contractor (or its third-party vendor) shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle downtime and ensure that FCSS peak vehicle requirements are met.

Vehicles utilized in FCSS service shall be safe for operations on public streets and freeways and meet all requirements in the California Vehicle Code for a passenger-carrying vehicle. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards, and Title 13 of the California Administrative Code. All accessible vehicles used for FCSS services must comply with the

Americans with Disabilities Act (ADA). Particular attention shall be directed to California Highway Patrol (CHP) Motor Carrier Safety Regulations.

1) **Preventive Maintenance Program and Running Repairs**

Contractor's preventive maintenance program shall adhere to the maintenance schedules and standards of the industry, which are based on each vehicle manufacturer's recommended service intervals. Preventive maintenance inspections and servicing shall occur no more than every 4,500 miles or forty-five days, whichever is less.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferring maintenance where Contractor's employees observe that maintenance is needed in advance of schedule.

Contractor shall not defer preventive maintenance or running repairs for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance/repairs without prior written consent of Consortium. Contractor or maintenance vendor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by Consortium. Preventive maintenance and running repairs of vehicles used in FCSS service shall receive first priority in the use of Contractor's or vendor's maintenance resources.

b. **Tires**

Contractor shall be responsible for the purchase and appropriate replacement of tires for all vehicles providing FCSS services.

c. **Vehicle Fueling**

Contractor is responsible for the purchase and fueling of all vehicles described in this Agreement.

d. **Environmental Compliance**

In performing maintenance obligations defined by this Agreement, Contractor shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. Contractor shall only dispose of such materials at facilities that are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that Contractor engages the services of a disposal company for the and disposal of any Hazardous

Substances, Contractor shall ensure that such company is properly licensed and insured, and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. Contractor shall maintain procedures for its employees and any subconsultants who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.

e. **Vehicle Washing**

Contractor shall maintain an up to date record of all vehicle washings and major cleanings. Said records shall be made available to Consortium upon request. A vehicle used in FCSS service may be removed from service by Consortium for unacceptable appearance.

Contractor shall maintain vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Unless otherwise approved by Consortium, there are to be no advertisements, posters, stickers or other unauthorized materials placed on or in vehicles. 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 once per week, including all windows, seats, floors, 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 and/or flooring shall be repaired immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month or more often if necessary.

In light of on-going drought conditions in California, Consortium is cognizant that washing vehicles daily would be excessive. However, exteriors of vehicles used in FCSS service shall be washed as required to maintain a clean, inviting appearance and in no event less than once every two weeks. Exterior washing shall include vehicle 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.

f. **Maintenance Audit**

The vehicles used for FCSS services and the vehicle maintenance facility are required to be inspected at least annually by CHP. Results of said inspections shall be transmitted to Consortium within ten (10) calendar days.

If Contractor receives an unsatisfactory rating from CHP as part of its required annual terminal inspection, Contractor shall so notify Consortium by telephone and in writing immediately (email is acceptable) and state the steps which will be taken to correct any deficiency. Should Contractor or any service vehicle be shut down by an agency in authority, including Consortium, as a result of an unsatisfactory rating by CHP, the vehicles shut down shall not operate and \$50.00 per day in liquidated damages shall be assessed until a satisfactory inspection report is obtained.

Consortium reserves the right in its sole discretion to review maintenance records of, inspect and reject temporarily or permanently, by notice to Contractor, any vehicle Contractor uses in FCSS that Consortium deems unacceptable. In the event any revenue vehicle is rejected temporarily by Consortium as a result of deficient vehicle condition or appearance, \$50.00 a day per vehicle in liquidated damages shall be assessed until the condition is corrected satisfactorily to Consortium.

g. Facilities and Equipment

Contractor shall provide at its sole expense all facilities and equipment sufficient to reasonably house dispatching, Vehicle Operator support, administrative support, and maintenance activities. Additionally, Contractor shall provide telecommunication equipment, radio communication equipment and basic office furniture, as well as major tools and supportive equipment.

h. Provision of Revenue Vehicles & Vehicle Replacement

Contractor shall provide sufficient vehicles in good condition to reasonably provide all FCSS services as described by this Scope of Work.

g. Fares and Deposits

1) **Property of Consortium** All fares collected are the property of Consortium. The collected fare will be used as part of its compensation to Contractor under this Agreement. Contractor is responsible for collecting, safekeeping, record-keeping and accounting of all fares.

2) **Fare Collection and Accountability**

Fare levels paid by each FCSS rider shall be determined by Consortium. Contractor will ensure that all Vehicle Operators are aware of and adhere to the fare structure established by Consortium. Contractor will further ensure that any changes to the fare structure are implemented in accordance with instructions conveyed to Contractor by Consortium.

Vehicle Operators shall assure each patron pays the appropriate fare prior to being provided transportation service. Vehicle Operators will, when requested by Consortium, hand out notices to passengers or otherwise render assistance regarding customer relations, promotion, monitoring, and supervisory functions. All fares shall be emptied from the fare collection system daily by the Vehicle Operator, recorded daily, and reported to Consortium on a monthly basis.

3) **Fare Revenue**

Contractor will comply with all procedures established by Consortium for the collection of fares. Cash fares and/or electronic payment will be the responsibility of Contractor. Responsibility of Contractor means that Consortium is assured that the collection, accounting and transporting of fare revenue will be administered accurately.

Consortium reserves the right to periodically audit and inspect Contractor's fare collection systems as well as fare collection processes without prior notice. Contractor shall maintain a written fare collection/accounting procedure, including control and security measures subject to approval by Consortium. Contractor shall, in accordance with a procedure approved by Consortium, account for revenues collected on FCSS vehicles and deposit them into local bank accounts designated by Contractor for that purpose. Consortium will be entitled to deduct from payments due to Contractor, a sum equal to the fare revenue lost due to the dishonesty of Contractor's employees or the consistent disregard of the fare policy by Contractor's employees.

h. Software and Technology

Contractor shall clearly explain in its proposal the proposed software system(s) that will be used to schedule trips, enter operating and financial data, and maintain and report data as required herein. Contractor is responsible for any and all training required for its employees to effectively use and maintain its software system(s). Consortium pre-approves the use of RouteMatch software.

i. **Records Management & System Reports**

Contractor shall maintain all books, records, documents, accounting ledgers and similar materials relating to FCSS services on file for the life of the Agreement and three years afterward. The above records retention requirement shall include daily Vehicle Operator's logs, route manifests, trip tickets, as well as all other books, records and documents. Any duly authorized representatives of Consortium, and any of its grantors, shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours. All project records prepared by Contractor shall be owned by Consortium and shall be made available to the Consortium at no additional charge. Summary reports shall be emailed monthly in Microsoft Office format to the SCT Administrator. Said monthly reports shall be received no later than the 15th calendar day of the following month. The format to be used for operating reports and monthly summaries shall be developed by Contractor and approved by the SCT Administrator.

1) **Service Performance**

Contractor shall collect, record and report to Consortium relevant operational data in a format to be approved by Consortium on a monthly basis. Monthly reports are required within (15) calendar days after the end of the operating month in order to receive reimbursement for the prior month's service. Operational data for FCSS service shall include at a minimum the following information:

- Actual count of all passenger boardings by jurisdiction.
- Vehicle miles listed by service, revenue and non-revenue miles.
- Vehicle hours listed by service, revenue and non-revenue hours.
- Passengers per revenue hour, service hour, revenue mile and service mile.
- Total fare collected by passenger-trip.
- Date, time and origin of each trip denial due to capacity constraints.
- Number of missed-trips caused by Contractor.
- Number of passenger No-Shows.
- Number of late cancellations (more than one but less than eight hours).
- Number of wheelchair boardings.
- Number of roadcalls.

- Number of vehicle collisions (chargeable and non-chargeable).
- Number of passenger incidents (behavior-related, injury and non-injury).
- Summary of service complaints.
- On-time performance.
- Number of same day trips.
- Passenger pick-up and drop-off times and locations.

Reliability is an important component of riders' perception of service quality. As such, Consortium will pay Contractor \$100 for each month that on-time performance can be reasonably demonstrated (i.e., through a Consortium-accepted computerized dispatching system report) to exceed 95% of promised pick-up arrival times.

Additionally, Contractor shall maintain daily Vehicle Operator manifests. The manifests do not have to be turned in to the Consortium but must be made available upon request at any time. Manifests shall include at a minimum the following information:

- Vehicle Operator name and vehicle number.
- Mileage recorded for each passenger pick-up and drop-off as well as daily mileage by vehicle, including mileage leaving from and at return to base.
- All pertinent passenger information in regard to same day trips.

Dispatcher logs shall be maintained daily and shall include but not be limited to the following information:

- Dispatcher(s) on duty, time on duty, and subsequent shift change information about who is on duty throughout each service day.
- Any and all collisions and/or passenger incidents that occurred during the day. Include all pertinent information (i.e., time of collision/incident, vehicle and Vehicle Operator information, whether or not there were injuries, which police department responded, etc.).
- Any and all information regarding unusual circumstances involving passenger behavior, difficulties locating passengers, etc.

- Information regarding complaints from riders, including the name, contact information and nature of complaint.
- Record of callers cancelling rides for the current day, including time of call.
- Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the Vehicle Operator.
- Daily Vehicle Operators and Dispatcher logs as relevant back-up information to the monthly summary report.
- The Project Manager shall also document operational problems or passenger complaints and describe any action taken to resolve the problems.
- Passenger complaints related to safety or serious operational deficiencies shall be reported to Consortium no later than the next working day following Contractor's receipt of complaint.

2) **Maintenance Records**

Maintenance records shall be maintained for all vehicles used in FCSS service indicating preventive maintenance and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of Consortium to enable it to accurately evaluate Contractor's maintenance performance.

Records of all maintenance and inspections shall be made available to Consortium, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested.

Contractor shall prepare and submit quarterly maintenance reports in a form approved by Consortium. Such quarterly reports shall include, but not be limited to, a roster listing each vehicle, vehicle mileage at end of reporting period, preventive maintenance inspection history since last quarterly report, and vehicle roadcalls encountered while in FCSS service. The summary will also list Contractor's summary of maintenance problems, particularly vehicles or major components with high incidences of in-service failures, and steps taken to eliminate such problems and in-service failures.

3) **Financial Records**

Contractor shall maintain financial records in keeping within current accepted accounting standards. All financial records related to FCSS services shall be made available for inspection/audit at any time.

All costs incurred in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities and in conformance with the guidelines of Consortium. These financial records must also be in conformance with San Luis Obispo Council of Governments requirements for Transportation Development Act funding. The Project Manager shall email a monthly invoice to the SCT Administrator for the services rendered during the reporting period. The invoice shall follow a Microsoft Office-based electronic format developed by Contractor and approved by the SCT Administrator. All invoices and related records will be available for inspection and/or independent audit at the election of Consortium.

F. SERVICE/MAINTENANCE STANDARDS

Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service level may conflict, this Agreement includes specific service standards that are intended to be reasonably attainable by Contractor, fair to the customer and consistent with expectations that Contractor will always perform at its highest level. Below are standards that apply to FCSS services:

Performance Criteria	Acceptable Monthly Minimum
Schedule Adherence	90%
Chargeable Collision / 100,000 Miles	0.5
Road Calls / 100,000 Miles	5.0
Customer Complaints/Boardings	5%

Contractor and Consortium shall periodically meet to evaluate performance of the FCSS service based upon these standards. If the standards are not fulfilling Consortium’s intended purpose, they shall be adjusted based upon recommendations made by Contractor and as presented solely by the SCT Administrator for consideration by Consortium at a regularly scheduled SCT Board of Directors meeting. Should it be found that Contractor’s performance has contributed to FCSS’s failure to achieve these standards, Contractor shall take all reasonable actions requested by Consortium to

correct deficiencies in performance. Should deficiencies persist, Consortium may take whatever additional action is required, including termination of the Agreement.

G. SAFETY PROGRAM

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and the vehicles and equipment used for the FCSS service are maintained at the highest possible level. Contractor shall comply with all applicable CHP and OSHA requirements. Contractor shall maintain a formal Safety Program acceptable to Consortium that includes periodic safety meetings, participation in safety organizations, and participation in risk management activities under the auspices of Contractor's insurance carrier or other safety-focused organization. Contractor will require all Vehicle Operators, Dispatchers, Supervisors, and vehicle maintenance Technicians to participate in the Safety Program.

H. COLLISION & INCIDENT PROCEDURES

Contractor shall maintain formal procedures, approved by Consortium, to respond to collisions, incidents and service interruptions. Such occurrences to be addressed include, but are not necessarily limited to: vehicle collisions, passenger injuries, passenger disturbances, in-service vehicle failures, wheelchair lift failures, and vehicles operating more than sixty minutes behind the promised schedule.

All traffic collisions involving FCSS vehicles, irrespective of injury, shall be reported to local Police Department or CHP, as appropriate. Contractor will advise such agency of the collision and request a police unit to investigate the incident.

In cases involving injury, Contractor shall notify the SCT Administrator immediately upon receipt by Contractor of such information. A complete written report of any injury-related incident shall be delivered to the SCT Administrator within twenty-four (24) hours following the occurrence.

Vehicles damaged due to collisions shall be promptly removed from service and repaired by Contractor. All vehicle damage resulting from a collision is the sole responsibility of Contractor and repairs must be consistent with the manufacturer's repair standards. Both chargeable and non-chargeable collisions will be reported to Consortium as part of its monthly report.

I. CUSTOMER COMPLAINT/COMMENDATION PROCEDURE

Contractor customer service staff shall be the primary point of contact to receive complaints and accept commendations, suggestions and recommendations regarding FCSS services. It is the responsibility of Contractor to provide prompt response and action to any customer complaints, suggestions and recommendations. Should Contractor's personnel, in the course of their daily work, receive complaints, suggestions and recommendations regarding the services, this information shall be entered into a customer service database as a new complaint immediately; Contractor must provide and document its response/action as soon as possible, but no later than

ten (10) working days after receipt. All customer service complaints, commendations, suggestions and recommendations shall be summarized in the monthly report submitted to Consortium.


**ATTACHMENT A
COST PROPOSAL**

Proposers must submit a cost proposal in a separate envelope clearly marked with the firm's name and the words "Cost Proposal." The cost proposal must include the printed name, title, phone number, physical address, email address, and signature of the proposer's authorized representative. The proposed price will be a "user-side" subsidy on a per-passenger boarding basis, with the understanding that each passenger will provide a \$3.00 cash fare upon boarding the vehicle for each one-way passenger-trip. In essence, the proposer will provide a per passenger price for which the Consortium will reimburse the Contractor at the end of each month.

Proposers should use the table below; an electronic copy (in MS Excel format) is available upon request.

Proposed Net Pricing Table				
From/To	Arroyo Grande	Grover Beach	Oceano	Pismo Beach
Arroyo Grande	\$17	\$17	\$17	\$17
Grover Beach	\$17	\$17	\$17	\$17
Oceano	\$17	\$17	\$17	\$17
Pismo Beach	\$17	\$17	\$17	\$17

Note: Enter the proposed one-way net fare per passenger trip (proposed price minus the \$3.00 paid by the passenger) that would be charged to Consortium for each trip pair.



Mahmood Babaelian, CEO
Ventura Transit System, Inc.
554 Dawson Dr., Camarillo CA 93012
(818) 402-0202
b.babaelian@gmail.com

THIS PAGE INTENTIONALLY LEFT BLANK