

SECTION I:

**REQUEST FOR PROPOSALS
FOR OPERATION AND MAINTENANCE OF
FIXED ROUTE AND PARATRANSIT BUS SERVICES**

A. NOTICE TO PROPOSING FIRMS

The Western Contra Costa Transit Authority (WCCTA) located in Pinole, California, invites proposals for contracting the operation and maintenance of its Fixed Route and Paratransit for an initial forty-five month period, with an option to extend for up to three (3) additional twelve-month terms, at WCCTA's election.

Copies of the request for proposal may be obtained from:

Western Contra Costa Transit Authority
601 Walter Avenue
Pinole, CA 94564
Telephone: (510) 724-3331

WCCTA seeks proposals from qualified firms with strong experience in all aspects of bus operations and maintenance, including experienced personnel.

Prospective Proposing Firms are urged to attend a pre-proposal meeting to be held electronically via ZOOM online meeting on May 8, 2020 at 10:00 a.m., (PST). All proposals must be received by WCCTA by **4:00 p.m., (PST), on Wednesday, June 24, 2020.** No proposals will be accepted after this time and date. Any proposal received after the closing time will be returned unopened to the sender.

Proposing firms must not be on the Comptroller General's list of ineligible bidders. The successful Proposing Firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award.

All correspondence and sealed proposals shall be directed to:

Charles Anderson
General Manager
Western Contra Costa Transit Authority
601 Walter Avenue
Pinole, CA 94564

B. GENERAL INFORMATION

1. Overview

The Western Contra Costa Transit Authority (“WCCTA” or the “Authority”) was formed in September of 1977 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500 et. seq. and represents the cities of Pinole and Hercules, and unincorporated portions of western Contra Costa County. WCCTA is governed by a seven-member Board of Directors composed of two elected officials from each city’s City Council and three members appointed by the Contra Costa County Board of Supervisors. WCCTA is responsible for provision of public transit service within an approximately 30 square mile service area. At present, WCCTA’s active service fleet consists of 47 fixed route/commuter buses and 12 paratransit vehicles. The fleet also includes 4 vehicles used as supervisor vehicles, 3 commuter coaches in the contingency fleet, and 1 service truck (Current fleet roster is presented in [Attachment 1](#)).

2. Location

The WCCTA service area is located on the Interstate 80 corridor approximately 20 miles northeast of San Francisco. It is primarily a suburban residential area with several shopping centers and limited commercial/industrial development. Current population of the area is approximately 67,000 people.

3. Service Operations

WCCTA operates local and express fixed route bus service (WestCAT), Transbay bus service (Lynx), and paratransit service (Dial-A-Ride) for seniors and persons with disabilities. The Dial-A-Ride is currently offered beyond ADA required service levels to include anyone 65 years of age or older, regardless of ADA eligibility status. WCCTA also operates Transbay bus service (the Lynx) between Hercules and San Francisco. The selected contractor will operate and maintain vehicles for all of these services. **All descriptions below are subject to change in response to evolving conditions resulting from the COVID-19 pandemic and its economic consequences.**

Fixed Route – WestCAT currently operates eight local fixed routes on weekdays (generally 6 am to 9:00 pm, with the exception of two routes that have starting times in the 4:00 am hour), and two local routes on Saturdays (8:20 am to 9:30 pm). The local service is designed to provide timed connections to WestCAT express routes at key transit nodes within the service area, including a major hub at the Hercules Transit Center, which is served by twelve routes. WestCAT local fixed routes operate approximately 37,000 revenue hours and 570,000 revenue vehicle hours annually, and transport in excess of 300,000 annual passengers.

Express Service – WestCAT Express services utilize Interstate 80 high occupancy vehicle lanes to connect the WestCAT service area with the El Cerrito Del Norte BART station, located approximately seven miles south of Pinole. WestCAT Express service operates seven days a week, and on all major holidays. On weekdays, express hours are from 4:33 am to 12:14 am. Saturday express hours are from approximately 6:00 am to 11:00 pm. On Sundays, and holidays,

express hours are roughly 7:20 am to 10.00 pm. WestCAT currently operates approximately 39,000 revenue hours and 710,000 revenue vehicle miles of express service annually, and transports more than 500,000 annual passengers.

Inter-regional Bus Services (beyond WCCTA service area boundaries)- WestCAT Inter-regional services operate weekdays only. The *Martinez Link* (30Z) service currently operates between 6:30 am and 7:45 pm, and accounts for approximately 5,000 revenue hours of service annually. It carries roughly 26,000 passengers per year. The Transbay *LYNX* service currently operates peak service from 5:00 am to 10:00 am and from 3:00 pm to 10.00 pm, and limited off-peak service between 10:20 am and 2:45 pm. The service totals approximately 19,000 revenue hours and 507,000 revenue vehicle miles annually, and is projected to carry 350,000 passengers annually.

Complete GTFS information for regular WestCAT schedules is available for download here: <https://support.trilliumtransit.com/attachments/token/vYKNUzOJST3JZZ9FYX1W2g2cD/?name=westcat-ca-us.zip>. Current COVID-19 schedules may be accessed through <http://data.trilliumtransit.com/gtfs/westcat-ca-us/westcat-ca-us.zip>

Prior to service reductions in April, WCCTA operated two daily Transbay trips each weekday under contract with BART. These routes are part of BART's Early Bird Express service, which served as a replacement for rail service between 4:00 AM and 5:00 AM while BART reconstructs the Transbay Tube between the East Bay and San Francisco. It is expected that this WCCTA/BART agreement will resume after shelter in place orders are lifted, and they are expected to remain in place until July 2023, at a minimum, though times and routing details for the service are subject to change at any time. Because this service operates somewhat earlier than other WCCTA commuter services, there may be staffing impacts that should be taken into account. Current schedule and routing information for this service is included in the regular WestCAT schedules download at the previously referenced link:

<https://support.trilliumtransit.com/attachments/token/vYKNUzOJST3JZZ9FYX1W2g2cD/?name=westcat-ca-us.zip>

Paratransit – WCCTA provides paratransit service (Dial-A-Ride) for all seniors (age 65+) and persons with disabilities traveling within WestCAT service area boundaries. In addition, limited paratransit service is available to general public passengers on Saturdays. Dial-A-Ride hours are 6 am to 8 pm weekdays, and 9 am to 7 pm Saturday. The Dial-A-Ride service is coordinated with East Bay Paratransit for ADA trips outside WestCAT service boundaries. Transfers between the two services occur at a designated meeting place in Pinole. WCCTA (and Contactor's dispatch staff) also coordinate with East Bay Paratransit for scheduling qualifying ADA trips occurring outside of Dial-A-Ride service hours. WestCAT Dial-A-Ride provides approximately 15,500 revenue hours of service, and carries approximately 41,000 passengers annually.

Planned Service Changes – In the short term, WCCTA may implement route modifications to extend service to developing residential areas and to the future Hercules Intermodal Transit Center. During the term of this contract, it is likely that WCCTA will further expand TransBay Lynx service, and may introduce new express bus services into Northern Alameda County. It is unclear

whether this will be achieved through redeployment of existing service hours, or through expansion of service hours in future years as WCCTA's financial condition permits.

In issuing this RFP, WCCTA seeks the means of balancing its desire to maintain the high quality of service it provides to the community, a competitive wages and benefits package to attract and maintain a stable workforce, and an appropriate level of service to meet the growing needs of the service area during a time of transition in the transportation sector and regional labor market.

Like many public transit operators, WCCTA has experienced declining ridership on its local and express routes, and has seen declining productivity on its paratransit service in recent years. WCCTA is not specifically requesting proposing firms to include new or innovative service delivery models in this solicitation. We are seeking firms that will provide efficient, effective, and creative operations, including thoughtful analyses and use of data and operating strategies. We expect the successful Proposer to be an engaged partner with WCCTA on monitoring system trends, and developing strategies to improve the provision of services, both in overall service structure and in targeted operational adjustments.

Contractors are encouraged to reference viable and proven alternative approaches in their responses to the "Project Understanding" section of their proposals if they believe these would yield tangible improvements in service quality or overall passenger experience. It is not the intent of this RFP to solicit pricing or detailed implementation details for alternative service delivery models that may be discussed in the proposal. Instead, proposing firms are encouraged to fully articulate their knowledge of, and professional experience with, the spectrum of new and traditional technological tools and mobility approaches that are now in use in public transit applications, and which may be relevant to this contract.

4. Capital Equipment and Facilities

Maintenance, Operations, and Administration (MOA)

The Authority owns a modern operations, maintenance and administration facility located at 601 Walter Avenue, Pinole, California. This facility was constructed in 1991, and expanded in 2000. Total floor area of the building is approximately 12,000 square feet, with roughly one-half of this space devoted to a 4 bay maintenance shop with one in-ground hydraulic lift, one scissors-type lift, and a six-position set of portable hydraulic lifts capable of accommodating all vehicles in WCCTA's current fleet. The operations area is approximately 3,500 square feet and includes five offices, a dispatch center, money counting room, driver break room, training room and locker rooms for men and women. In addition, the facility includes a fueling island for use by the Contractor, parking for WCCTA vehicles and employees, and other amenities.

WCCTA is currently replacing its drive-through bus wash facility with an oversized unit capable of accommodating new double deck commuter coaches in the fleet. While there is not yet an approved construction schedule for this project, WCCTA anticipates that the new bus wash facility will be operational some months after the October 1, 2020 start date for the initial contract term awarded through this procurement.

The selected Proposing Firm will operate from this MOA facility. Prospective Proposing Firms will may make arrangements to tour the facility when travel restrictions are lifted. WCCTA will present a virtual tour of the facilities as part of the pre-proposal meeting on May 8, 2020 .

If a proposing firm requires additional time for a more detailed inspection of the facility or the Authority vehicles, this may be arranged by contacting the Authority’s General Manager at (510) 724-3331. A floor plan is included as Attachment 2 of this document.

C. SELECTION PROCESS

1. Proposed Schedule of Events

<u>Date</u>	<u>Task</u>
May 1, 2020	WCCTA Issues Request for Proposals (RFP)
May 8, 2020	Pre-Bid Meeting via Zoom (12:00 p.m. PST)
May 15, 2020	Deadline for Submitting Written Questions to WCCTA
May 22, 2020	Responses to Questions Issued
May 27, 2020	Deadline for Receipt of Written Follow-Up Questions
June 3, 2020	Responses to Follow-Up Questions Issued as an Addendum
June 24, 2020	Proposals Due (4:00 p.m. PST). Non Public Opening Held
June 25- 30, 2020	Panel Evaluates Proposals, Determining which are Responsive and Within a Competitive Range, and Whether Any or All Proposers will be Requested to Submit Best and Final Offers.
Week of July 6, 2020	Interviews with Selected Contractors (if needed)
July 14, 2020	Deadline for Receipt of Best and Final Offers (if utilized)
July 16, 2020	WCCTA Board of Directors Awards Contract
October 1, 2020	Contractor Starts Service

WCCTA may elect to solicit Best and Final Offers from any or all proposing firms prior to award, or may award directly on the basis of original proposals. The Authority reserves the right to reject all offers.

2. Evaluation of Proposals

An evaluation team comprised of Authority staff and outside transit professionals familiar with contracted operations will assess responses to the RFP. Staff from outside public transit operators or other industry professionals may also participate on the evaluation panel. Members of this panel will participate in any interviews that may be conducted with selected Proposing Firms. Such interviews may be conducted via video conferencing if circumstances warrant. The evaluation panel will formulate a recommendation for award at the conclusion of this process.

After review and consideration of the recommendation for award, the WCCTA Board of Directors shall, if it concurs therein, approve that recommendation and authorize the General Manager to negotiate final Contract terms and conditions, and to execute the Contract.

The evaluation of proposals will be based on the following criteria established by the Authority:

- Responsiveness of proposal, and adherence to submittal requirements.
PASS/FAIL –
- Adequacy and appropriateness of proposed staffing plan. The Authority is interested in assuring that the contractor maintains a level of management, dispatch, road supervision, and maintenance support staffing adequate for effective operation of the WCCTA’s program of services.
50 POINTS-
- Overall corporate technical capability, and experience of proposing firm’s corporate management staff with projects of comparable size and scope, the background, safety and customer service philosophy and programs, commitment to providing quality transit services, and the financial stability of the proposing firm.
40 POINTS-
- Experience and ability of proposed General Manager in operating a system of this scale and in providing Dial-A-Ride and Fixed Route service.
40 POINTS
- Proposer’s statement of project understanding, taking into account the unique operating challenges and characteristics of WCCTA’s service area and operating environment. Additional “value added” services or technological resources and support identified by the Proposer that can be applied under the contract to improve and enhance, service coverage, efficiency, or effectiveness at no additional cost to WCCTA. This criterion takes into account the proposing firm’s ability to apply knowledge and technical experience with emerging technologies and alternative service delivery models.

It should be stressed that WCCTA is interested in getting each Proposer’s perspective on which, if any, alternatives may be viable responses to WCCTA’s unique operating conditions. Full points may be awarded based on the thoughtfulness of the discussion and the application of lessons learned from the Proposing Firm’s experience in other contract settings, whether or not this results in a recommendation to implement a new technology or service delivery model.

60 POINTS -

- Ability to provide high quality services at a competitive price, and the adequacy of employee compensation and benefit package. The Authority is interested in cost effectiveness rather than low bid. The Authority will weight the initial term pricing more heavily in the evaluation process. Option years pricing will be evaluated for reasonableness and consistency with initial term pricing.
50 POINTS-
- Commitment to maintaining hourly wages for dispatchers of at least \$0.50 more and the wages for road supervisors of at least \$1.00 more than drivers of the same tenure, throughout the contract period.
20 POINTS-

- Provisions specifying periodic adjustments to non-represented staff compensation that track percentage changes in wages of employees covered by a collective bargaining agreement. Before additional points are awarded, proposing firms may be required to demonstrate their pricing assumptions during the interview phase through the use of the electronic bid models used to generate their pricing proposals in these areas.
20 POINTS-
- Commitment to maintaining a minimum ratio of full time drivers to part time drivers exceeding five full-time to one part-time (5/1).
20 POINTS
- Written commitment to retain the employees of the current contractor pursuant to the provisions of California Labor Code §1072(a).
10% Bid Preference up to 30 POINTS-

The Authority reserves the right to award the contract to a Proposing Firm other than that of the lowest price proposal allowing for a more responsive proposal which addresses all of the above criteria and best satisfies the Authority's needs. The evaluation team may consider criteria other than the above as necessary in the selection process.

3. Interview and Clarifications

Prospective Proposing Firms should be prepared to attend an interview during the week of July 6, 2020. Each firm is encouraged to structure its interview team in whatever way best represents its strengths and capabilities. WCCTA's only requirement is that the General Manager named in the proposal be in attendance. WCCTA may elect to conduct the interviews electronically, if travel restrictions remain in effect.

The Authority may choose, at its sole discretion, not to interview all Proposing Firms, or to award a contract without conducting any oral interviews. The Authority shall be permitted to visit sites where Proposing Firms currently operate similar projects if the Authority determines this will assist in the evaluation.

The Authority reserves the right to request written clarification on any element of the Proposing Firm's proposal package. Such clarifications shall be requested through written correspondence from the Authority's General Manager or his designee, and shall specify the information requested and the response date required.

4. Pre-Bid Meeting

To ensure that each Proposing Firm has the opportunity to obtain complete and comprehensive information about this solicitation, WCCTA will hold an electronic pre-proposal meeting via ZOOM on May 8, 2020 at 12:00 p.m. (PST) for the purpose of responding to reasonable questions pertaining to the project and proposal content. Participation in this meeting is highly

recommended for all proposing firms. WCCTA requests that firms interested in participating in the pre-bid meeting provide the email addresses for all persons participating from their organization by 5:00 pm Pacific time on May 6, 2020. Participants' contact information should be addressed to charlie@westcat.org. WCCTA will distribute information about the meeting platform on May 7, along with instructions for accessing the meeting.

Time will be set aside at the conclusion of the meeting to present a video tour of the Maintenance, Operations and Administration Facility and to discuss WCCTA-provided equipment and facilities. This will include a discussion of buses that may be vehicles and office space that may be available to the successful bidder for training and other transition activities.

5. Questions

Any questions, requests for interpretations, or comments regarding the RFP must be submitted in writing to WCCTA's General Manager, and received by WCCTA no later than 5:00 pm (PST) on May 15, 2020. Questions may be submitted by mail or delivery service to WCCTA, 601 Walter Avenue, Pinole, CA 94564, or via e-mail to charlie@westcat.org. E-mail is preferred.

A summary response to all questions and comments will be provided to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of May 15, 2020. WCCTA's written response will be issued by May 22, 2020 as an addendum to this RFP. If an e-mail address or fax number is provided, the addendum will be sent by the preferred method. Otherwise, the addendum will be sent by first class mail.

Proposers desiring clarification on WCCTA responses may submit follow up questions to WCCTA. Such questions must be received by WCCTA no later than 5:00 PM (PST) on May 27, 2020, and responses to all questions received will be compiled and transmitted no later than June 3, 2020 to all parties listed above in the form of a subsequent addendum.

6. RFP Addenda

Any changes to the RFP requirements will be made by written addenda by WCCTA and shall be considered part of the RFP. Addenda will also be posted in the Procurement Section of the WCCTA website, www.westcat.org. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be mailed (or transmitted by e-mail if requested) to proposing firms at the address provided by the firms. All addenda shall be acknowledged by signing Proposal Form 1.4. Failure to attach any and all addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

7. Verbal Agreement or Conversation

With the exception of contacting the WCCTA General Manager with questions or requests for clarification on this RFP, Proposing Firms shall not contact, lobby or communicate with any member of the WCCTA Board of Directors, employees or agents of WCCTA, or members of the evaluation panel regarding the RFP or the selection process. Any party attempting to influence

the proposal, submittal and review process through ex parte contact of any WCCTA official at any time prior to final Board action to award a contract shall have their proposal disqualified.

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of WCCTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

8. Length of Contract

The initial term of the agreement shall be forty-five months (from October 1, 2020 through and including June 30, 2024). Upon completion of the initial term, WCCTA, at its sole discretion, may extend the term of this agreement for up to three additional one-year periods. Proposing Firms are to submit firm pricing on *Proposal Forms* 1.1 and 1.2 for the initial term and each of the three option years. (The initial column of the forms covers a nine-month period from 10/1/20 through 6/30/21). All other columns on the form collect information for successive fiscal years (July 1 through June 30). Templates for completing and submitting Forms 1.1, 1.2 and 1.3, are available for download in Excel format at this link: <https://www.westcat.org/Content/pdf/RFP-PO-Pricing-Forms-WCCTA 1-1--1-2--1-3.xlsx>

9. Protest

Any interested party who has an objection to this RFP or to the awarding of a contract to any Proposing Firm by WCCTA, pursuant to competitive proposal procedures, shall lodge a protest, in writing with the General Manager of WCCTA at the address detailed in this RFP prior to contract award. The protest shall clearly state the grounds for the protest and the relief sought.

This project may be funded in part by the Federal Transit Administration (FTA) and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures. WCCTA's written protest procedures will be provided to any interested bidder upon request to the Authority.

D. CONDITIONS AND INSTRUCTIONS FOR PROPOSED SUBMITTALS

1. Adherence to Proposal Form

All proposals are to be prepared in strict conformity with these instructions and submitted on the forms requested. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal. Total length of the proposal shall not exceed 75 pages, double sided, 12 point font or larger, exclusive of table of contents, required budget sheets, list of prior contracts, resumes and certification forms included in this RFP.

2. Required Submittal Information

Sealed Proposals must be submitted by 4:00 p.m. (PST) on *June 24, 2020*. Please submit one (1) original, four (4) copies of your proposal (1 unbound) & one electronic copy on a thumb drive to:

Charles Anderson
General Manager
Western Contra Costa Transit Authority
601 Walter Avenue
Pinole, CA 94564

After the time and date for receipt of proposals, a non-public opening will be conducted and each proposal will be evaluated as described below. The proposals shall be held in confidence and shall not be available for public review (Government Code Section 6254 (h) and (k)) until all negotiations are complete and a WCCTA meeting agenda is released with a recommendation for award.

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between WCCTA and the Proposing Firm shall be available to the public once the agenda recommending a contract award is posted.

If the Proposing Firm believes any communication contains trade secrets or other proprietary information that the Proposing Firm believes would cause substantial injury to the Proposing Firm's competitive position if disclosed, the Proposing Firm shall request that WCCTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Files submitted electronically that contain this confidential or proprietary information should contain the word CONFIDENTIAL in the file name, and these files alone may be password protected, with the unlock code transmitted separately to WCCTA's General Manager. The Proposing Firm may not designate its entire proposal or bid as confidential. Additionally, Proposing Firm may not designate its cost proposal or any required bid forms or certifications as confidential.

If Proposing Firm requests that WCCTA withhold from disclosure information identified as confidential, and WCCTA complies with the Proposing Firm's request, Proposing Firm shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless WCCTA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposing Firm's information), and pay any and all costs and expenses related to the withholding of the Proposing Firm's information.

The Proposing Firm shall not make a claim, sue or maintain any legal action against WCCTA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposing Firm information. If the Proposing Firm does not request that WCCTA withhold from disclosure information identified as confidential, WCCTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to WCCTA.

The following information must be in the proposal:

(a) Organizational Information

Proposing Firms shall submit a statement of firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy.

(b) References

List all of the public transportation contract services having an annual dollar value exceeding \$5,000,000 that your firm has provided within the United States during the preceding three (3) years, including the name of the agency, company or entity, contact person and phone number and e-mail address.

(c) Statement of Project Understanding

Proposing Firms must provide a discussion of their approach to fulfilling the contractor scope of work outlined under Section II of this Request for Proposals. This discussion should articulate the Proposer's understanding of, and possible responses to, the specific operating conditions, labor market environment, infrastructure and road network characteristics, ridership trends, and other factors that may present challenges to both WCCTA and the contractor during the term of this engagement.

As outlined in Section C.2 above, this discussion should also present a description of any "value added" services or technological resources and support identified by the Proposer that can be applied under the contract to improve and enhance, service coverage, efficiency, or effectiveness at no additional cost to WCCTA. This criterion takes into account the proposing firm's ability to apply knowledge and technical experience with emerging technologies and alternative service delivery models.

(d) Personnel

Proposing Firms must name, and WCCTA must approve, the General Manager and other Key Personnel to be assigned to this Contract prior to final execution of the contract. In addition to the General Manager, Key Personnel includes: the most senior person in charge of the following functional areas: Service Operations, Safety and Training, Vehicle Maintenance, and Dispatch.

The Proposing Firm shall identify the General Manager with their proposal, along with individuals on the Firm's regional management team who would have responsibilities under a contract with WCCTA. This section shall describe the selection process, job summary, required qualifications and timeline for selecting Key Personnel. Identification of individuals considered for these positions shall be submitted to WCCTA and approved by WCCTA at least 60 days before the scheduled start of service on October 1, 2020.

Proposing Firms are instructed not to submit the General Manager for consideration unless this individual is expected to be available for the entire initial term of the initial contract period (at minimum) on a full time basis. WCCTA reserves the right to assess an employment termination penalty (ETP) outlined below in the event that the Contractor relocates the General Manager from the WCCTA project to another position within the company during the initial term of this contract without the written consent of the Authority.

WCCTA will have the authority to direct the removal of any Key Personnel if it is determined that such individual is not performing the work in a proper or skillful manner or that such removal is otherwise in the best interests of WCCTA.

The Proposing Firm shall maintain the Key Personnel identified in its Staffing Plan throughout the Contract term. Key Personnel changes during the Contract term shall require a letter with explanation and replacement schedule/plan. All the Proposing Firm's Key Personnel work hours shall be 100 percent (100%) dedicated to providing services for WCCTA under this Contract, unless otherwise approved in writing by WCCTA. WCCTA operations span the entire seven-day week. Working hours of Key Personnel are expected to include weekends, as needed, to maintain appropriate managerial coverage levels across WCCTA's span of service.

The requirements of this section shall not be construed to (1) restrict Proposing Firm's authority to determine that more than the minimum number of employees identified are needed to perform the work; (2) impose a mandatory staffing level throughout the Contract term; (3) limit the Proposing Firm's ability to manage the number of positions and size of workforce it determines to be necessary to perform the work, consistent with its Staffing and Personnel Plan, as vacancies occur or as services are adjusted, during the Contract term; or (4) restrict the Proposing Firm's ability to dismiss employees for cause during the Contract term.

Any change in the General Manager position that occurs within forty-five (45) months of the Contract start date shall require the Proposing Firm to pay WCCTA an Employment Termination Penalty (ETP) of fifty thousand dollars (\$50,000), per change. Any change in other Key Personnel positions that occurs within twenty-four (24) months of the Contract start date shall require the Proposing Firm to pay WCCTA a ETP of twenty-five thousand dollars (\$25,000), per position, per change. At the sole discretion of WCCTA, the ETP may be waived if the Proposing Firm provides a qualified replacement as determined by WCCTA.

(e) Budget

Submit a detailed breakdown on Proposal Forms 1.1. and 1.2, (Excel templates may be downloaded at <https://www.westcat.org/Content/pdf/RFP-PO-Pricing-Forms-WCCTA 1-1--1-2--1-3.xlsx> . Failure to complete these forms will result in the rejection of the proposal. This contract will be structured on a two-tier formula that includes payment of a fixed monthly rate plus payment of a fixed hourly rate per total vehicle hour. For purposes of presenting the hourly rate, a “total vehicle hour” shall be defined as the period of time from the point a vehicle departs the operating facility until the vehicle returns to the operating facility (excluding driver lunches).

Driver “extra board” or stand-by time is compensated at the fixed hourly rate for defined periods of time that have been mutually agreed upon by both parties, and for which Contractor’s “extra board” employees are clocked in and ready to commence service. This time excludes any hours when they are operating vehicles in revenue service (to avoid double-billing as these revenue hours are included in the variable rate invoicing). Because WCCTA pays directly for “extra board” staffing, proposers should exclude extra board costs from the calculation of the Variable and Fixed rates in their proposals.

In addition, the Proposal Form 1.1 shall include pricing for required liability and physical damage insurance coverage described in section I (D) (2) (t) below.

(f) Employee Benefit Package

Submit a description of the firm’s approach to provision of health coverage, retirement, and other employee benefits. It is of critical importance that the description of health care benefits provides adequate information about coverage structure (medical plan co-pays, out of pocket maximum, etc.) for employees and immediate family members, and to identify monthly cost to employee for these coverages. This is to aid the selection committee in determining comparability of proposer’s plan to coverages currently offered to incumbent contractor’s employees.

Please include any incentive, motivational or awards programs you intend to offer.

Please discuss the differential benefit levels provided to full-time and part-time employees, and the minimum weekly hours qualifying a position for full time status.

For the purposes of qualifying an employee for full-time health benefits, the minimum hours shall be defined as 30 per week. Proposers should identify whether thresholds are defined differently with respect to other full-time benefits. Proposal Form 1.2 requests a breakdown of proposed staffing levels for each job classification, presenting the number of full-time and part-time employees within each classification. The Excel template may be modified as needed to accurately present Proposer's staffing plan.

(g) Job Classifications and Wage Scales

WCCTA believes that the residents of its service area will be best served with experienced drivers, managers, staff, and mechanics. WCCTA, therefore, strongly encourages the selected Contractor to give first preference in hiring to existing employees at no less than current wages and benefits. The package of employee wages and benefits will be considered during WCCTA's evaluation process, and proposals structured on reductions in employee compensation will be viewed unfavorably. Existing employees may be refused employment for a failure to meet basic statutory requirements for the position, failure to successfully pass a DOT physical examination and a drug and alcohol screen, or failure to meet established and justifiable selection criteria of the Contractor.

Proposing Firms shall present a detailed breakdown of budget assumptions on Form 1.2 for wage and benefit costs for each listed job classification. Proposers should provide minimum wages for every year of the initial term, and each of the option years, for each separate job category.

A copy of any and all union contracts, employee staffing levels, hire dates and rates of pay for current contractor's non-management employees has been received from the incumbent contractor, and is being included as Attachment 3 to this RFP in accord with California Labor Code §1070 -1072.

Describe your hiring policies and procedures, including approach and philosophy to minimize employee turnover and to maintain a stable work force.

(h) Vehicle Servicing, Maintenance, and Repair

WCCTA differs from many other contracted systems in that WCCTA directly employs a Maintenance Manager, who sets the priorities for the maintenance department and who serves as the agency's agent for procuring parts and supplies, and for scheduling any outside maintenance services, such as major component rebuilding. The staffing structure is discussed in further detail in Section II (Scope of Work) later in this Request for Proposals.

Proposing firms shall designate a Maintenance Supervisor who will be responsible for directing and overseeing the work performed by mechanics and service workers.

Submit a plan summarizing staffing approach for providing vehicle servicing, maintenance and repair, taking into account vehicle availability, required inspection schedules, repair capabilities, cleaning and washing schedules, etc. The staffing plan shall clearly indicate the number of mechanics at each proficiency level, and the number of service workers considered necessary to adequately maintain the WCCTA fleet. The plan must ensure that maintenance labor will be scheduled so as not to interfere with routine delivery of daily scheduled transit service. Proposed staffing plan shall be structured to ensure completion of all Preventive Maintenance and Inspection (PMI) services at mileage and time intervals that do not exceed manufacturer recommendations for all vehicles in the current WestCAT fleet.

Contractor will be responsible for ensuring that mechanics under this contract are in possession all tools necessary and appropriate to their individual proficiency level.

(i) Driver Training

Submit a description of hiring and formal training programs for drivers. Also submit a sample curriculum that fully satisfies or exceeds all minimum statutory requirements. For new drivers, a minimum of 115 hours of training must be provided, and it is desirable that drivers be cross-trained on all service modes. Identify training personnel and their certifications and experience relevant to this contract.

A minimum of 25% of all drivers assigned to WCCTA's paratransit service must hold a valid General Public Paratransit Vehicle certificate, issued by the Department of Motor Vehicles. Describe any additional training and financial assistance offered to drivers to prepare them to successfully pass the qualifying test for this certification.

(j) Customer Service/Dispatcher Orientation Program

Submit a description of Customer Service and Dispatcher Orientation program(s) including a sample curriculum detailing the approach you will use to train new dispatchers and customer service representatives on WCCTA routes, schedules, information procedures, telephone etiquette, etc. The basic customer service training shall be a minimum of eight (8) hours in duration.

Dispatchers shall receive additional formal training in radio procedures, proper use of paratransit scheduling software and Automatic Vehicle Location equipment, emergency protocols, and other procedures necessary to become proficient in carrying out the day to day responsibilities of this position. This program should provide a minimum of twelve (12) hours of formal training for these employees, and should make provision for refresher training or retraining as necessary.

WCCTA has implemented a Customer Request Management application, GoGov, that records and tracks customer concerns and inquiries, and assigns them to appropriate staff for follow up. The Customer Service Orientation Program should include training on the GoGov system for dispatchers and supervisors, which will cover procedures for

entering customer comments, routing to appropriate staff for investigation follow up, communicating with customer and internal staff, and closing cases.

WCCTA reserves the right of approval of the Customer Service and Dispatcher Training.

(k) Safety, Security Programs and Risk Management.

Submit a description of the formal safety programs you intend to implement which will encourage safety in the operations and maintenance of this system, as well as workplace safety.

WCCTA requires Contractor to conduct pre-hire criminal background checks through an approved national database on all employees covered by this procurement.

As required under the Federal Transit Administration regulations, WCCTA will be fully implementing a Public Transit Agency Safety Plan (PTASP) early in the contracting term, and Contractor's management employees will have a significant role in meeting the requirements of this plan. Proposing firms should identify who will take on the responsibilities of Chief Safety Officer under the PTASP. This individual will be responsible for collecting and reporting information about incidents and accidents, the causal factors leading to the events, and any resulting injuries. The chief safety officer will have a direct reporting relationship to the WCCTA General Manager for any safety related concerns or remedial actions.

(l) Samsara Monitoring and Management

All WCCTA vehicles are equipped with Samsara video event recorders, which produce and store 20 second video clips in response to triggering events such as collisions, hard braking, sudden acceleration or turning movements. The system also transmits real-time notifications of safety violations (including speeding, rolling stops, and distracted driving events). WCCTA believes the use of this equipment is of mutual benefit to both the Authority and the Contractor through reduction of incidents leading to liability, physical damage, and workers' compensation losses. WCCTA owns the Samsara units and contracts with the vendor for cloud storage of recorded events, and more detailed, continuous video recordings generated by the system. WCCTA will be responsible for maintaining the equipment throughout the term of the contract. WCCTA will make all video recordings and data captured by the system available to the Contractor so they may be used to monitor and correct employees driving behavior.

Describe your firm's experience with event-triggered incident recording equipment and submit a plan detailing how you intend to monitor and utilize this technology within this contract. Include a discussion of how this function will be staffed.

(m) Transition Plan and Schedule for Assuming Operation of System

Submit a detailed transition plan and schedule for assuming the operation of the system on October 1, 2020. This should include all activities necessary to ensure there is no interruption or degradation to the smooth operation of the Fixed Route and paratransit services.

WCCTA will make its best efforts to provide temporary office space and training vehicles available to an incoming contractor, to the extent that this will not interfere with ongoing operations. A more detailed discussion of transitional resources will be provided during the pre-bid meeting and facility overview.

(n) Road Supervision

Submit a detailed description of the job duties and proposed coverage schedule for road supervisory personnel. Describe any other functions that will be assigned to road supervisors. WCCTA expects road supervision during all hours vehicles are in revenue service. Road supervisors should be appropriately trained, licensed, and certified to operate vehicles in revenue service as necessary to backup routes or cover scheduled runs. Contractor will credit back road supervision hours each time that a road supervisor is used to substitute for a regularly scheduled driver for more than one hour, and is unable to perform regularly scheduled duties. WCCTA may waive this reimbursement on a case by case basis, depending on circumstances.

(o) Handling Operational Emergencies

Submit a description of practices used by the Proposing Firm's employees in handling routine emergencies as described in Section II. B-9 of the Scope of Work, and in identifying and reporting hazards in accordance with the Public Transit Agency Safety Plan guidelines.

(p) Energy Conservation

With California's current energy crisis and increasing power costs, energy conservation is a high priority for WCCTA. Include in your proposal an energy conservation plan for WCCTA's MOA facility. This section may be a generalized presentation of the Proposing Firm's policies or approach to energy conservation, including practices proven successful in other contract settings which may be potentially applicable to WCCTA.

(q) Demand Responsive Vehicle Scheduling and Dispatching

Describe in detail your experience and knowledge of automated scheduling and dispatching software and hardware systems. WCCTA currently uses Trapeze scheduling and dispatching software (Version 16.0.20) which is provided under the agreement with its incumbent contractor. The current system utilizes the "DriverMate" module to allow real time paratransit trip information to be communicated directly

between the dispatching system and the drivers through tablets installed in all paratransit fleet vehicles. WCCTA is asking each Proposing Firm to select and implement the dispatching software that, in the firm's judgement, is the best fit for WCCTA's paratransit program, and that can help deliver improvements in productivity and cost effective operation during the contract term.

If the Proposing Firm believes that additional training (or retraining) on the scheduling and dispatching software is needed in the initial days of the new contract period, the training costs should be included in the Start-Up Costs on Form 1.1. If a system other than the current Trapeze version is proposed, costs for acquisition, system setup, data migration, training and initial workstation licensing must be presented as a separate line item under Start-up Costs following Form 1.1 of the proposal.

Contractor will be responsible for procuring and installing all computer workstations necessary to run the scheduling software prior to the first day of the new contract term. All necessary service agreements with the software provider must be in place to ensure no disruption to WCCTA's paratransit service during the transition to the new contract. Contractor will be responsible for any annual licensing and maintenance fees associated with the use of this software and these costs will be incorporated into the fixed rate for each year of the proposal. Ownership of any and all operating data maintained by the system will vest with WCCTA,

(r) Bid Bond

No proposal will be considered unless accompanied by one of the following: [(1) Bid Bond; (2) Cashier's Check; (3) Certified Check; (4) Treasurer's Check; and/or Official Bank Check; or (5) Letter of Credit], in an amount not less than \$25,000, and drawn in favor of the Western Contra Costa Transit Authority, said amount to be forfeited as partial liquidated damages in case the Proposing Firm, if awarded the Contract, fails, neglects, or refuses to execute the Contract and furnish the required proof of insurance within thirty (30) calendar days after receipt of notice of award. Any bid bond must be issued by a fully qualified surety company acceptable to WCCTA.

All such security documents provided by Proposing Firms shall be held by WCCTA until an award of contract. Upon award, security documents provided by unsuccessful Proposing Firms shall be immediately returned. The successful Proposing Firm's bid security will be returned upon execution of an agreement between WCCTA and the Proposing Firm, and provision of evidence of insurance meeting the requirements of this RFP.

(s) Insurance Certificates

Prior to final contract execution, the successful Proposing Firm must submit valid insurance certifications evidencing coverage for Worker's Comp and Employer's Liability Insurance, and all other required coverages outlined in Section II of this Request for Proposal.

(t) Vehicle Insurance

WCCTA maintains its primary Vehicular and General Liability Coverage through the California Transit Indemnity Pool (CalTIP). Currently, WCCTA's self-insured retention level under the CalTIP coverage is \$100,000, and WCCTA currently maintains coverage for the first \$100,000 of any loss through its contract with MV Transportation. The CalTIP program requires that all incidents and potential losses be immediately reported to CalTIP's third party adjusting firm (currently Sedgwick), and that CalTIP's TPA will be responsible for administering all covered claims.

WCCTA also secures physical damage coverage for the full replacement value of all vehicles in its fleet through CalTIP. Proposers shall provide coverage for all physical damage losses within the deductible amount of the CalTIP coverage (\$5,000 per occurrence per vehicle). CalTIP's third party adjusting firm is responsible for administering any physical damage claim, and for pursuing subrogation recovery for any physical damage claim exceeding \$2,500.

For the purposes of pricing, assume that all CalTIP claims administration costs will be included in the ultimate loss, and will be paid by Contractor up to the contractual coverage limits. A single combined price for Vehicular/General Liability and Physical Damage coverage shall be presented in the insurance costs per mile submitted on the Proposal Project Budget Sheets on Form 1.1).

For planning purposes, WCCTA's annual mileage under this coverage is assumed to be an annualized total of approximately 2.2 million miles for the first contract year.

The Authority reserves the right, at its sole option, to change the coverage level secured through the contractor for any policy year during the contract period, provided WCCTA and Contractor can negotiate mutually acceptable terms for this change.

3) State Mandated Bidding Preference

California Labor Code §1072(a) requires that each person or entity submitting a bid in response to this Request for Proposals shall declare whether or not the bidding person or entity will retain the employees of the prior contractor for the subject service area for a period of not less than ninety (90) days from the commencement of the term of the Contract. For purposes of this provision, "employee" shall have the meaning ascribed thereto in California Labor Code §1071 (d). A declaration form is included as Form 1.5, which shall be executed and submitted by each proposing firm as part of their submittal.

In accordance with the provisions of California Labor Code §1070 et seq., WCCTA shall provide a ten percent (10%) preference to any entity bidding on this Request for Proposal that agrees in writing to retain the employees of the current contractor pursuant to the provisions of California Labor Code §1072(a).

An entity that has agreed to retain employees pursuant to the provisions of California Labor Code §1072(a) and has been awarded the contract (the “Contractor”) shall (i) make a written offer of employment to each employee to be hired which offer shall state the time within which the employee must accept the offer, which date may not be less than ten (10) days from the date of issuance, and (ii) retain employees of the prior contractor in accordance with the requirements of California Labor Code §1072(c)(2). Nothing herein shall require the Contractor to pay the same wages or offer the same benefits provided by the current contractor. If, at any time, the Contractor determines that fewer employees are required than were required under the prior contract, the Contractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor.

WCCTA’s incumbent contractor has furnished a list of the number of employees who are performing services under the Contract as required by applicable Labor Code sections, and the wage rates, benefits, and job classifications of those employees. WCCTA has incorporated this information as Attachment 3 to this Request for Proposals. If the contract that is the subject of the Request for Proposals is awarded to an entity other than the existing contractor (assuming the existing contractor submits a bid thereon), the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successful bidder with respect to the new contract.

In addition to any other termination provisions contained in the Contract, the Contract may be terminated for a substantial breach of the foregoing provisions concerning employee retention following a public hearing held within thirty (30) days of a request of any member of the public for termination under this provision or the announcement by WCCTA of its intention to terminate the Contract under this provision.

Should the proposed Contract be terminated pursuant to this provision, the Contractor shall be ineligible to bid on or be awarded a service contract with WCCTA for a period of not less than one year and not more than three years, which period shall be determined by WCCTA in its sole and absolute discretion.

4) Federally Required Certifications

This project may be funded in part by the Federal Transit Administration (FTA) and is subject to FTA rules and regulations. In submitting a proposal in response to this RFP, Proposing Firms agree to comply with all Federal requirements and conditions included in Attachment 4 of this document.

5. Award

WCCTA reserves the right to withdraw this RFP at any time without notice. Further, WCCTA makes no representations that any agreement will be awarded to any Proposing Firm responding to this RFP. WCCTA expressly reserves the right to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

6. Single Contractor and Subcontractors

In prior contracts, WCCTA has entered into agreement with a single, independent contractor, and has prohibited subcontracting relationships or other multi-provider relationships for the services to be provided under this contract. Nevertheless, in recognition of the rapid pace of change in the transportation sector, WCCTA may consider allowing the Contractor to enter into a subcontracting or partnership arrangement at some point during the term of the Contract. The Contractor will be the sole signatory to the Contract with WCCTA, and will be solely responsible for fulfilling all obligations outlined in the Contractor's scope of work under the Contract, and will assume full responsibility for any incident or claim arising from services performed under the Contract, whether or not the services are provided by the Contractor's employees or by employees of any third party.

Any such subcontracting or partnership arrangement must be pre-approved by WCCTA in writing before a third party is used to provide any service under this Contract. The Contractor may not absolve itself of any of the contractual responsibilities or liabilities in its agreement with WCCTA through transfer to another entity or third party.

7. Changes in Scope-of-Work

WCCTA, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached thereto and made a part thereof. New provisions must be mutually agreeable to WCCTA and the Contractor.

WCCTA shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed. WCCTA shall have the right to increase or decrease total revenue hours by up to 10% annually without triggering a re-negotiation of contract terms.

In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing or decreasing Contractor's operating costs, to include, but not be limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required changes to employee wages and/or benefits, to include health care benefits, WCCTA and Contractor shall meet to discuss the impact of these unanticipated cost factors and negotiate in good faith an equitable adjustment to Contractor's rates.

In addition, WCCTA may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the Contractor results from these actions, extra payment will be made by WCCTA in an amount equal to the extended variable rate specified in the contract or as may be otherwise agreed to by WCCTA and Contractor in advance of such extra work.

In its prior operating agreements, WCCTA has found it necessary on occasion to adjust fixed staffing levels provided under the terms of the contract to respond to changing financial or operational conditions. In order to facilitate such changes during the contract term, and to provide predictability, Proposers shall complete and submit Proposal Form 1.3, identifying the amount by which the contract Monthly Fixed Fee will be adjusted for adding or reducing each of the following employee categories by one Full Time Equivalent position: (e.g.: Dispatcher, Road Supervisor, A-Mechanic, B-Mechanic, C-Mechanic, Utility Worker, Fueler/Washer, and Administrative Clerk, and for any other job classification contained in its staffing plan but not listed here. The adjustment amount should be calculated for each category for the initial year of the contract. Adjustments for subsequent years will be indexed to match the effective percentage change in base contract monthly fixed rate (after controlling for the effect of changes in staffing levels) as compared to that of the initial year.

WCCTA, at its sole option, shall have the right to change the staffing levels in these categories at any time during the term of the contract by providing written notification of the desired changes and the preferred effective date. Adjustment of the monthly fixed rate will take effect on the first day the staffing changes are implemented, with the monthly rate for the first month prorated to account for the number of days affected by the new staffing level during that billing period. This shall not require formal amendment of the contract, but will be effected through the billing process.

8. Pre-contractual Expenses

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

- i. Preparing proposal in response to this RFP, and costs associated with obtaining the Bid Bond.
- ii. Submitting proposal to WCCTA
- iii. Negotiations with WCCTA on any matter related to proposal
- iv. Other expenses incurred by Contractor or Proposing Firm prior to date of award for any agreement.

In any event, WCCTA shall not be liable for any pre-contractual expenses incurred by any Proposing Firm or selected Contractor. Proposing Firms shall not include any such expenses as part of the price proposed in response to this RFP. WCCTA shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

9. Special Funding Considerations

Any contract resulting from this RFP will be financed primarily with funds available through Articles 4.0 and 4.5 of the Transportation Development Act (TDA), State Transit Assistance Program, California Low Carbon Transit Operations Program, Contra Costa ½ cent sales tax program, Regional Measures 2 and 3, and Federal Transit Administration formula and discretionary programs. The contract for this service is contingent upon the receipt of these funds.

In the event that funding from any of these sources is eliminated or decreased, WCCTA reserves the right to terminate any contract or modify it accordingly.

10. Alternatives and Exceptions

Proposing Firms may not submit alternative proposals other than provided for in this RFP, or take exception or make alterations to any requirements of the RFP. If more than one complete proposal is received from one organization or alterations made thereto, all proposals from that organization will be rejected as non-responsive. Because WCCTA desires to enter into one contract to provide all services under the Contractor's Scope of Work in this RFP, only those proposals to provide all services will be considered responsive.

Within a single proposal, a proposing firm may include a clearly-labeled bid option that offers (and prices) services beyond those included in the Contractors base bid (e.g. increases in staffing levels, improved employee compensation terms, alternative technology solutions, or other value added services). Estimated pricing should be presented, along with sufficient detail to communicate the Proposing Firm's rationale for presenting the bid alternate, and the potential benefits to WCCTA. Bid options will not be considered in the initial evaluation and ranking of the proposals, but may form the basis for a Best and Final Offer from responsive bidders. For this reason, bid option pricing in the initial proposal need only provide a general estimate or a range of potential costs to WCCTA for the proposed services.

11. Non-Exclusivity of Contract

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for transit service into which WCCTA may enter. The Contractor will have no exclusive rights granted from any contract resulting from this RFP.

12. Withdrawal of Proposals

Any prospective Contractor may withdraw a submitted proposal by a written request within seven (7) days following the final proposal submission deadline. Thereafter, WCCTA will expect the proposals to be in effect for 180 days beyond the proposal submittal date.

13. Non-Collusion Affidavit

By submitting a proposal, the Proposing Firm represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposing Firm has not directly or indirectly induced or solicited any other Proposing Firm to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposing Firm has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. Form 1.6 (Affidavit of Non-Collusion) must be completed and submitted with the bid.

14. Proposing Firm's Representations

In submitting its proposal in response to this RFP, the proposing firm makes the following representations to the Authority:

- a. The Proposing Firm is familiar with all requirements of the general conditions, specifications and instructions.
- b. The Proposing Firm is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations, and all Federal requirements that may affect the work, its performance, or those persons employed therein.
- c. The Proposing Firm is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the contract at the bid rates and any award of contract is in reliance on such representations.

15. Use of Buses and Equipment

Contractor will use the buses, equipment, and WCCTA's Maintenance, Operations and Administration (MOA) facility solely for the purpose of operating WCCTA service or for maintenance and other uses directly associated with the service. Contractor will not use WCCTA buses or facilities for any other purpose without the written permission of WCCTA. Contractor's right to use the buses and equipment is merely a license that is terminable at will by WCCTA and may not be transferred or assigned by Contractor.

Contractor will maintain the condition of the buses, equipment, and MOA facility and will return them to WCCTA on the termination date in the same condition that it received them, normal wear and tear excepted. Should Contractor return any bus or equipment prior to the termination date for any reason, it will be in the same condition as when delivered to the Contractor, normal wear and tear excepted. Without limiting the foregoing, the steering, suspension, body, brake, and drive train components of any bus returned to WCCTA at any time must, at the time of its return, meet OEM specifications and manufacturer safety standards.

Prior to the effective date of any contract resulting from this RFP, Contractor and WCCTA will video record the interior and exterior of each bus, and conduct a joint inspection of its mechanical condition to establish its overall condition at the time of transfer of the bus to Contractor.

16. Ownership of Proposal Materials

All proposals and related information submitted by any Proposing Firm, including the selected Contractor to WCCTA, will become the property of WCCTA.

SECTION II: SCOPE-OF-WORK

A. WCCTA DUTIES AND RESPONSIBILITIES

WCCTA will provide selected equipment, function(s) and supplies relating to the operation and administration of the transit system, including overall general management, marketing, planning, fixed-route design, ticket and pass sales, and related items.

WCCTA will establish policies and procedures for the provision of Fixed Route, Paratransit, Commuter/Express bus services.

WCCTA shall provide the following:

1. Transit Vehicles and Related Equipment

- Transit Vehicles
- Paratransit Vehicles
- Commuter/Express Vehicles
- Push-to-Talk Mobile Radios, including airtime charges
- GFI Fareboxes (electronic registering, and manual non-registering)
- Schedule racks for vehicles
- Spare equipment for WCCTA-provided systems
- Electronic destination signs
- Decals and logos for vehicles
- Vehicle licenses
- Five non-revenue vehicles (one specialty ramp vehicle, three cutaway vehicles with lifts, and one service truck)
- On-board video recording systems on all revenue vehicles
- Samsara event recording system

2. Street Equipment

- Bus stop signs, mounting hardware, and poles
- Passenger shelters, benches, and schedule holders
- Trash receptacles

3. Operating and Maintenance Facility

- Operating and Maintenance Facility located at 601 Walter Avenue, Pinole, CA.
- Base stations for Mobile Radios and Phones
- Office furniture of Operations and Maintenance Departments (Any Authority- owned furniture as in place on June 30, 2020)
- Maintenance equipment (Authority-owned as in place on June 30, 2020) List provided in Attachment 5.
- Internal computer network infrastructure, including fiber-optic internet and e-mail access.
- An Automatic Vehicle Locator, real-time predictive arrival system for tracking and managing all fixed route, express and commuter buses.

- GPS-triggered Hanover and Digital Recorders voice annunciation system on all fixed route vehicles.
- Vault room equipment, including safe for receiving revenues collected by electronic GFI fareboxes and combination safe, coin counters.
- Telephone system with handsets installed in all work areas of the building, including Contractor's offices, dispatch center and maintenance areas.
- Extra Fleet 2000 maintenance information system, administered by WCCTA's Maintenance Manager, that tracks maintenance work orders, fuel and lubricant use by vehicle, and mechanic direct and indirect labor hours.
- TransTrack Manager business intelligence and analytics platform to compile operations and maintenance data from multiple sources and to aid in preparation of Monthly Management Reports, National Transit Database (NTD) reports, and ad-hoc data queries and reports.
- GoGov Customer Service Tracking System
- A secure facility with electronic access control locks and readers. WCCTA issued RFID identification badges for Authority and Contractor employees.

4. Other Services and Material

- System marketing, schedules, customer information brochures and other marketing materials, transfers, tickets, passes, and customized route and stop information at passenger shelters, etc.
- Using schedules prepared in consultation with Contractor, WCCTA will prepare map designs and print schedules. Contractor will collaborate in the service design and in preparation of draft timetables for local fixed route and commuter express services.
- Utilities (including power, water, Contractor VOIP phone lines)
- Liability and physical damage coverage on all WCCTA owned vehicles and property (as described in section (D) (2) (s)). WCCTA provides coverage for liability and property damage losses above \$100,000 per occurrence, while Contractor is solely responsible for losses under this \$100,000 threshold.
- WCCTA provides full replacement value physical damage coverage on all vehicles in its fleet for losses above \$5,000 per occurrence. As outlined in section (D)(2)(s), Contractor is solely responsible for insuring and fully reimbursing WCCTA for repair costs of damage to WCCTA fleet vehicles falling below this \$5,000 threshold, including all damage occurring in the bus yard, and damage at maintenance shops, other WCCTA facilities, & major transit hubs (Hercules and Richmond Parkway Transit Centers, BART stations, Salesforce Transit Center) caused by a WCCTA vehicle striking a fixed objects or another WCCTA vehicle.
- WCCTA provides coverage for liability, property damage and bodily injury claims above \$100,000 per occurrence. Contractor is solely responsible for losses under this \$100,000 threshold.
- Janitorial services for WCCTA and Contractor's office spaces, lavatories and common areas within the WCCTA operations facility.

Financial Responsibility Matrix

Item(s)	WCCTA	Contractor
Vehicles	X	
Office Space	X	
Phone Service and Utilities	X	
Video Recording Systems	X	
Bus storage, maintenance and fueling facility	X	
GFI Odyssey and Fast Fare fareboxes	X	
Vehicle Maintenance Parts, Uniforms and Supplies,	X	
Process and Tools for Blood Borne Pathogens		X
Cleaning		X
Cleaning equipment (automated wash bay)	X	
Cleaning agents beyond soap	X	
Paratransit Scheduling Software, Computers/Training		X
Samsara Event Recording System	X	
AVL/GPS System with Voice Annunciation	X	
Internal computer network, fiber-optic internet access	X	
Communications Equipment and Air Charges	X	
Drivers, Dispatch, Schedulers, OPS MGR, GM		X
Tablets, Modems, Wi-Fi, Air Time Charges	X	
Insurance (see Section 1.D.2 (t))	X	X
Driver, Dispatcher and Supervisor Uniforms		X
Drug Testing		X
Maintenance Labor		X
Major repairs	X	
Fuel, Lubricants, Diesel Exhaust Fluid	X	

B. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with operation of WCCTA's program of transit services. The omission of a duty or responsibility described below shall not relieve the Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as that of WCCTA.

Required performance of operations services by Contractor is as follows:

1. General

Using vehicles and facilities provided by WCCTA, Contractor will provide transit and paratransit bus services as specified by WCCTA. Fixed route service shall be operated in strict accordance with timetables published by WCCTA. Detailed data about the basic program of services (as detailed in current timetables) is available for download in GTFS format at <https://support.trilliumtransit.com/attachments/token/vYKNUzOJST3JZZ9FYX1W2g2cD/?name=westcat-ca-us.zip>.

Contractor will operate paratransit (Dial-A-Ride) service between the hours of 6 AM to 8 PM on weekdays, and 9 AM to 7 PM Saturdays. Fixed route timetables, and hours of Dial-A-Ride operation are subject to change at any time at the discretion of WCCTA if the Authority determines such changes are required to more effectively meet the needs of its service area.

Contractor will also review and comment on plans, equipment purchases, operational changes and related proposals of WCCTA, and advise WCCTA on strategies to improve service efficiency or effectiveness.

Contractor will use the buses, equipment, and WCCTA's Maintenance, Operation and Administration (MOA) facility solely for the purpose of operating WCCTA service or for maintenance and other uses directly associated with the service. Contractor's right to use the facility, buses and equipment is merely a license that is terminable at will by WCCTA and may not be transferred or assigned by Contractor.

2. Operations Management and Staffing Plan

Contractor shall provide operations management at a level and capability to oversee its functions and employees. Each proposing firm's submittal shall present a staffing plan detailing the managerial and support staffing levels which, in the best professional judgment of the firm, are best tailored to deliver the program of maintenance and operations services outlined in the attached Contractor's scope of work, assuming the current program of WestCAT services. This information should be consistent with position titles entered using the Excel template for Proposal Form 1.2. For reference, the following section presents the incumbent contractor's position titles and staffing levels for current management and support employees, stated as number of full-time equivalent positions.

General Manager (1 full time),
Assistant General Manager (1 full time),
Operations Manager (1 full time)
Operations Supervisor (1 full time)
Safety/Training Manager (1 full time),
Dispatch Manager (1 full time)
Clerk/Payroll/Vault Room (4 full time),
Road Supervisor (7 full time),
Service Worker (4 full time),
Maintenance Supervisor (1 full time),
Mechanic (6 full time)
ADA Trip Coordinator (1 full time)
Dispatcher (6 full time)

The Proposing Firm's staffing plan shall present all proposed job classification titles (with a brief description outlining job duties and minimum qualifications for each position), and the number of FTE's within each category.

Special Note: Chief Safety Officer

The staffing plan should take into account that WCCTA will be finalizing its Public Transportation Agency Safety Plan (PTASP) prior to the commencement of the new contract term. Proposing Firms should anticipate a proactive role for staff overseeing the safety and training functions to coordinate with WCCTA on operational hazard identification and mitigation activities, and enhanced reporting.

It is expected that a member of Contractor's staff may be called on to fulfill the role of Chief Safety Officer (CSO) under the PTASP. WCCTA envisions the responsibilities of the Chief Safety Officer as follows: The CSO has the authority and responsibility for day-to-day implementation and operation of a transit agency's Safety Management System (SMS). CSO's duties include, but are not limited to:

- Developing and maintaining SMS documentation
- Directing hazard identification and safety risk assessment
- Monitoring safety risk mitigation activities
- Providing periodic reports on safety performance
- Briefing the Accountable Executive and Board of Directors on SMS implementation progress
- Planning safety management training

3. Protections and Guarantees on Key Staff Positions

Proposing Firms must name, and WCCTA must approve, the General Manager and other Key Personnel to be assigned to this Contract prior to final execution of the contract. In addition to the General Manager, Key Personnel include: the most senior person in charge of the following functional areas: Service Operations, Safety and Training, Vehicle Maintenance, and Dispatch.

Contractor shall assure WCCTA that individuals selected and approved for the General Manager and four Key Personnel positions under the contract will not be replaced without the written consent of WCCTA. Should the services of any of these key managers become no longer available to Contractor, the resume and qualification of the proposed replacement shall be submitted to WCCTA for approval as soon as possible, but in no event, no later than ten (10) working days prior to the departure of the incumbent, unless Contractor is not provided with such notice by the departing employee. WCCTA shall have up to ten (10) working days following receipt of these qualifications to respond to Contractor concerning acceptance of the candidate for the vacant position. The candidate(s) for replacement will be orally interviewed by WCCTA.

If an acceptable replacement is not found within ten (10) days after any of the key managers has departed, Contractor shall assign a senior management official, or other supervisor approved by WCCTA to serve in an interim capacity until a suitable permanent replacement is found. WCCTA retains the right of prior approval over each candidate. Contractor shall undertake all reasonable efforts in good faith to maintain quality and continuity in its selection of the four key departmental management positions.

In the event Contractor chooses to relocate the General Manager, or any of the four departmental managers to another position within the firm or its subsidiaries during the term of the contract without the written permission of WCCTA, Contractor shall pay an employment termination penalty to the Authority.

Any change in the General Manager position that occurs within forty-five (45) months of the Contract start date shall require the Proposing Firm to pay WCCTA an Employment Termination Penalty (ETP) of fifty thousand dollars (\$50,000), per change. Any change in other four Key Personnel positions that occurs within twenty-four (24) months of the Contract start date shall require the Proposing Firm to pay WCCTA a ETP of twenty-five thousand dollars (\$25,000), per position, per change.

At the sole discretion of WCCTA, the ETP may be waived if the Proposing Firm provides a qualified replacement as determined by WCCTA.

4. Driver Selection and Supervision

Contractor shall be entirely responsible for the employment and supervision of drivers necessary to perform system operations. Such responsibilities shall include, although not necessarily be limited to, driver recruitment, screening, selection, training, supervision, employee relations, evaluation, retraining, and termination.

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers of WCCTA vehicles. These criteria will include, although not necessarily be limited to:

- Department of Motor Vehicles license and driving history check, National Criminal Record Background Check, and drug and substance abuse testing in conformance with United States Department of Transportation regulations.

- Additionally, the driver selection process must comply with section 44830.1 of the Education Code prohibiting the hiring of any person who has been convicted of a violent or serious felony. Although WCCTA is not a school district, contractor compliance with this section is required due to the large number of students riding WCCTA buses.

Contractor shall be responsible for all applicable labor assignments. The composition of Contractor's labor assignments shall reflect a balance between efficient labor utilization and reasonable personnel practices supporting driver longevity of experience and job commitment.

Drivers shall be in uniform at all times while in service or otherwise on duty. At its sole expense, Contractor shall provide driver uniforms to employees. WCCTA shall retain right of approval over the design of uniforms.

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

WCCTA shall reserve the right to direct Contractor to immediately remove a driver or other employee at WCCTA's location from active duty in any safety sensitive capacity for any behavior that, in the judgment of the Authority, creates an unacceptable safety or liability exposure for WCCTA, its passengers, or the local community.

5. Driver/Operator Training Program

Contractor shall develop, implement and maintain a formal training and retraining program for all drivers in accordance with Federal and State of California laws. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. It will be the responsibility of Contractor to train drivers to ensure lawful and appropriate conduct of passengers on the buses. Drivers will enforce WCCTA's rules of conduct and approved Passenger Safety Policies (see Attachment 6). The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.

Drivers must be officially trained on any routes that they are assigned to prior to operating a vehicle in revenue service on those routes.

As required by Code of Federal Regulations § 37.173, drivers operating vehicles in revenue service on either the fixed route or demand responsive system shall be trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities. Contractor shall be responsible for ensuring that this is done throughout the term of this contract.

All drivers must complete Contractor's formal training program as approved by WCCTA and be licensed with a valid California Class B Operator's License with proper endorsements and current

Verification of Transit Training (VTT) certificate prior to entering revenue service. A minimum of 25% of Contractor's employees operating Dial-A-Ride services must possess a valid General Public Paratransit Vehicle (GPPV) certificate, and under no circumstances shall a trip classified as a GPPV trip be assigned to or provided by a driver lacking valid GPPV certification.

Drivers Responsibilities: Drivers will, when requested by WCCTA, hand out notices to passengers or otherwise render assistance in WCCTA's monitoring, ridership data collection, and incident reporting and documentation efforts.

Drivers will be required to honor special passes, collect tickets, and issue and collect transfers as directed by WCCTA. Drivers will not handle money. Drivers will accurately record ridership counts by passenger category on counters provided on the buses.

At all times during operation of any bus in connection with these services, drivers shall have available an accurate timepiece.

6. System Safety

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and WCCTA's capital assets are maintained at the highest possible level throughout the duration of the Agreement. Contractor shall comply with all applicable California Highway Patrol and OSHA requirements.

Contractor shall develop, implement, and maintain a formal safety program approved by WCCTA, which meets or exceeds the minimum responsibilities defined in this section. This program should include the establishment of a safety committee with a minimum of four annual meetings with membership approved by WCCTA, and periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of WCCTA's or Contractor's insurance carrier or other industry safety entity.

WCCTA is now developing a Public Transportation Agency Safety Plan, (PTASP) as required by the Federal Transit Administration. This plan will be finalized and put into effect by October 1, 2020. The PTASP is structured around Safety Management System principals, and the plan creates a more formal, proactive and accountable approach for identifying and mitigating hazards, fostering a safety culture, and improving safety communication. Contractor will partner with WCCTA to monitor and react to trends in safety performance, and to participate in regular updates to the PTASP to make sure the document remains useful and relevant. In consultation with WCCTA, Contractor will appoint an employee to assume the role of Chief Safety Officer under the plan.

7. Road Supervision

Contractor shall provide road supervisors to monitor drivers and vehicles operating. The supervisors will conduct system monitoring, assist drivers in revenue service, conduct passenger surveys, assist in the preparation of weekly sample survey summaries in accordance with the

National Transit Database (NTD) reporting requirements, and conduct both observed and unobserved ride checks of driver performance. Contractor shall staff this function to ensure adequate coverage during all hours WCCTA vehicles are in revenue service. The adequacy of supervisory coverage will be considered a key element in the technical assessment of the proposal.

Contractor shall develop, implement and maintain formal procedures to be used by road supervisory personnel. These procedures shall be submitted to WCCTA as part of the Contractors proposal. Road supervision should be scheduled and coordinated by the General Manager or his/her designee.

8. Information and Timetable Distributions

Contractor shall at times distribute information and schedules to customers as requested by WCCTA, and shall ensure that vehicles are adequately supplied with public timetables at all times while in revenue service.

9. Handling Operational Incidents

Contractor shall develop, implement, and maintain formal written procedures to respond to emergencies and routine problems, which from time to time occur in the course of providing daily transit services. Such occurrences to be addressed include, although are not necessarily limited to: in-service vehicle failures; fixed route buses operating more than fifteen (15) minutes behind published schedule; paratransit buses operating more than thirty (30) minutes behind promised schedule; demand area responsive buses operating more than fifteen (15) minutes behind promised schedule; lift failures on buses in service; passenger disturbances; passenger injuries and vehicle accidents. These procedures should be submitted to WCCTA as part of the Contractors Proposal.

Contractor's staff shall be prepared (upon receiving authorization from WCCTA) to respond to requests by local law enforcement agencies or State and Local Offices of Emergency Services for assistance with natural disasters or other major incidents.

10. Scheduling and Dispatching

Contractor shall provide an adequate number of full-time equivalent employees to staff the scheduling and dispatching functions. These persons shall also be responsible for maintaining communication with all vehicles in service and for maintaining the daily dispatch log to be proposed by Contractor, including full documentation of any incidents, missed trips or other unusual events impacting system operations. Scheduling and dispatching personnel shall be trained in professional techniques, radio protocol, the Americans with Disabilities Act regulations, and in cooperative approaches for working with drivers and passengers. WCCTA provides monitors in the dispatch center for displaying the position and status of vehicles in the fleet, as well as traffic conditions and incidents affecting the road network. Dispatchers must be thoroughly trained in using and interacting with these systems in order to anticipate and mitigate any congestion delays, or other issues affecting service.

11. Schedule Changes

WCCTA currently makes major schedule/route changes in conjunction with introduction of new service, or significant changes in the schedules of BART or other connecting operators. In future years, WCCTA may implement bi-annual, or more frequent, service changes if necessary to respond to changes in funding or service area demand. Minor service changes are made on an ongoing basis. Contractor will coordinate with WCCTA staff to develop routes, conduct timing studies, and develop mileage and hours estimates for any new services as proposed by WCCTA. WCCTA provides the necessary service design information, and span of service for each route

After schedules are finalized, Contractor will work in conjunction with WCCTA staff to develop final driver run cuts (paddles), and will ensure that driver assignments are finalized and any necessary route familiarization training is completed prior to the date the new schedule takes effect. Contractor shall have staff trained and experienced in preparing efficient run cuts and bid documents.

For WCCTA's paratransit program, Contractor shall ensure that reservationists and dispatchers are trained to efficiently manage trip scheduling in accordance with WCCTA's 24-hour advance reservation policy, and to respond to cancellations and other unforeseen events affecting established reservations. Dispatchers and reservationists should be skilled in accommodating insertions of requests for immediate service on a space-available basis (to the extent that these do not result in increases to billed or revenue vehicle hours above the levels planned on the established manifests for the service day). The Contractor is tasked with integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality. Contractor will strive to maximize service productivity by matching vehicle resources to passenger demand for service to achieve a minimum performance target of 2.1 passengers per hour.

12. Telephone Information and Reservations

WCCTA places a high priority on providing professional telephone information. Contractor shall develop, implement, and maintain a daily schedule of labor resources to handle telephone calls. This schedule shall identify work assignments, specify non-telephone work assigned concurrently, and work shift times.

WCCTA shall provide telephone equipment for use by Contractor for providing telephone information and receiving reservations for paratransit services. Contractor staff shall maintain a courteous, professional, and composed demeanor during all interactions with the public. WCCTA provides four handset stations, and incoming lines for paratransit reservations, cancellations, fixed route bus information, and ADA regional trip scheduling.

Information calls shall be taken at all days and times when service is operated. Contractors' staffing plan in the proposals shall provide for staffing that is adequate to meet incoming call demand. The telephone information responsibilities may be combined with other dispatch responsibilities to the extent that this does not result in inadequate staffing to meet incoming call volumes during periods of high customer demand.

Reservations for WCCTA's paratransit service are accepted during normal business hours on a "next day" basis, Sunday through Saturday from 8:00 a.m. to 5:00 p.m. Contractors' staffing plans must explain the process for completing next day requests for ADA reservations that are received on weekends, in order that WCCTA remains in full compliance with ADA regulations.

13. Farebox Revenue Collections and Accounting

All farebox revenues are the property of WCCTA. Contractor shall make all reasonable efforts to collect fares on behalf of WCCTA. WCCTA shall provide a fare and transfer policy and shall retain sole option to adjust such policy. WCCTA shall provide electronic GFI fareboxes and associated data system for collecting and reconciling passenger fares on its fixed route vehicles. WCCTA also provides manual fareboxes with sufficient locking vaults to allow secure collection of fares on all paratransit vehicles. In addition, WCCTA shall furnish coin counting equipment, and materials for packaging coin and currency for deposit. WCCTA shall establish, at its sole expense, an Authority-controlled bank account to receive fare revenues.

Contractor shall, in accordance with a procedure specified by WCCTA, account for revenues collected on vehicles and deposit them into the local bank account designated by WCCTA for that purpose. WCCTA reserves the right to audit revenues contained in each farebox vault. Contractor shall count cash, coins, tickets and miscellaneous items every day and prepare appropriate deposit slips and reports, which shall be submitted to WCCTA after the close of each calendar month, no later than the 5th day of the succeeding month. Contractor will faithfully deposit farebox revenue into WCCTA's account at least three (3) times per week. Contractor shall utilize armored truck services, and shall be responsible for covering the full cost of this service. The Authority shall be fully compensated for any loss or theft of Authority's revenues under the care and control of Contractor's staff.

14. Operations Reporting and Data Management

Integrated Data Management System (TransTrack)

All required operational data furnished by the Contractor must reside in WCCTA's centralized Data Management System provided by TransTrack Systems, Inc.® (TransTrack). Contractor is responsible for accurately entering and maintaining the required information in TransTrack, which will be used as the basis for WCCTA's preparation of monthly management reports, National Transit Database Passenger Miles Traveled calculations for paratransit, and other required reporting. The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by TransTrack Systems, Inc.®.

Contractor will be issued personalized access to the online system for each staff member that is assigned to enter and manage data in TransTrack. WCCTA will control the permission levels for each staff member to ensure they have access to edit and review only the data relevant to their function.

Contractor will be entirely responsible for the comprehensiveness and accuracy of the key data fields entered into the TransTrack system. These data fields, include, but are not necessarily limited to the following:

Detailed passenger boarding information by fare type and route (sourced from WCCTA's GFI system and any driver-tabulated data).

Detailed operating data exported from paratransit scheduling software (including boarding and alighting information, revenue miles, deadhead miles, etc.).

Documentation of all daily service disruptions including the type of disruption, any impacts on service levels (adjustments to number of trips, changes in hours/miles), and any relevant description of the incident;

TransTrack is programmed to receive direct feeds from some WCCTA on-board systems, or management data systems, including Extra Fleet 2000 maintenance information system. WCCTA will retain responsibility for the accuracy of data entered by WCCTA's Maintenance Manager, including work orders, maintenance direct and indirect labor hours, fuel/lubricant/other fluid consumption by vehicle, etc. Contractor will be expected to inform WCCTA of any anomalies or irregularities observed in the data so these may be investigated and corrected.

Because Contractor will directly oversee many functional areas related the operation of the WCCTA program of services, Contractor's staff will be primarily responsible for compiling and entering operational data into the TransTrack system. Contractor shall ensure that all data that its staff members enter into the TransTrack system have been reviewed before entry, and are complete and accurate.

At a minimum, Contractor shall be responsible for ensuring that key information is entered into the TransTrack system no more than 15 days after the close of a month so that WCCTA can print an accurate Monthly Management Report from the database for that month. This report will contain detailed operating data in monthly, year-to-date, and comparative fields (with same period the prior year) at both modal and individual route level. Contractor will work with WCCTA to identify the key performance indicators that will appear in the report, and to prepare supplemental graphs and short form reporting on indicators not contained within the database (for example, schedule adherence, incident and accident details, average boardings by time of day by route, 12-month rolling average miles between road calls, etc.) for inclusion in the report.

Contractor shall also be responsible for entry of all information necessary for completion of National Transit Database monthly and annual forms for Demand Response, Motor Bus, and Commuter Bus modes. Information is to be submitted to WCCTA in a format compatible with the S-10 reporting forms on a monthly basis. Contractor shall incorporate a mechanism for gathering the data required on the NTD S-10 forms, segregated by reporting mode.

At the end of each fiscal year, additional consolidated data may be required from the Contractor for the previous 12 months. Year-end data entry and validation for each reporting year shall be completed within 45 days of the close of that fiscal year end date of June 30. WCCTA shall retain responsibility for entering required data into NTD Annual report and submitting report based on NTD annual reporting timeline. Data required for NTD monthly MR-20 reports (revenue hours, revenue miles, total passengers and vehicles operated in maximum revenue service) shall be

available for each mode no later than 25 days after the close of each month. WCCTA will retain responsibility for entering required data into NTD MR-20 reports and submitting reports based on NTD monthly reporting timeline.

Additional reporting requirements of the Contractor include the following:

- All Complaint/Compliment Reports (daily). Written documentation of supervisor analysis of the incident, determination of validity, and any follow up actions taken will be provided for all complaints received, and shall be submitted as soon as available.
- Written Accident Report (within three days of occurrence). Contractor shall provide WCCTA with copies of any police reports produced in response to accidents involving Authority vehicles within three days of the date the reports are available.
- Oral report to designated WCCTA staff for any major accidents (within two (2) hours of the accident).
- Contractor shall record all accidents in Daily Safety and Security Events Report (located in the Safety module of the TransTrack Data Management System).
- Contractor shall complete one NTD Major Event Report S&S-40 (Safety & Security Events) for each major event that meets NTD reporting thresholds (no later than 25 days after the date of the occurrence) within the Federal Transit Administration's Appian NTD reporting platform. Contractor shall immediately notify WCCTA that a report has been entered into the system and is ready for review. WCCTA will control the permission levels for each staff member to ensure they have access to edit and review only relevant data to their function. WCCTA shall retain responsibility for verifying the data and submitting the report based on the NTD Safety and Security reporting timeline.

Each month, Contractor shall complete an S&S-50 Non-Major Monthly Summary Report for the Demand Response, Motor Bus, and Commuter Bus modes, which captures less severe safety events that meet the NTD injury threshold in addition to non-major fires. Non-Major summary (S&S-50) must be submitted monthly, even if no event occurs. Contractor shall complete reports (no later than the 25th day of the month following the date of the event) within the Federal Transit Administration's Appian NTD reporting platform. Contractor shall immediately notify WCCTA when all of the monthly modal reports have been entered into the system and are ready for review. WCCTA shall retain responsibility for verifying the data and submitting the report within the NTD safety and security reporting timeline.

As WCCTA's needs for data change from time to time, Contractor shall assist WCCTA in implementing revised data collection procedures and methods.

15. Training Equipment

Contractor shall provide all training equipment including, but not limited to, the following: DVD player, display screen or projection device, video camera, and all other audio and visual equipment associated with operations and safety training.

16. Recycling Program

Contractor shall implement, maintain, and encourage a recycling program for their employees to recycle all paper, cardboard, etc.

17. Drug Testing

Drug testing must be done in compliance with the United States Department of Transportation regulations. This includes pre-employment, post-accident, random, return to work and probable cause testing. Contractor will submit a copy of their drug testing policy and program to WCCTA prior to commencing work on the contract. Contractor will also submit ongoing reports as required by WCCTA, the United States Department of Transportation, and the Federal Transit Administration. The Contractor will bear the cost of this program. WCCTA has established a zero-tolerance policy for employees testing positive for alcohol or controlled substances.

18. Computers and Computer Training

Contractor, at its sole expense, will provide its employees with computer training for the software and hardware provided by either the Contractor or WCCTA. Additionally, Contractor will make their employees available for training on new technologies, such as WCCTA's Automatic Vehicle Locator System.

The Contractor's staff shall at all times utilize computers provided by the Authority, or connected to the Authority's network, only for the legitimate business purposes of carrying out Contractor's responsibilities under this scope of work. Every Contractor's employee who has access to the Authority's network shall certify (through a signed statement) that he or she understands and agrees to comply with this condition. In the event that the Contractor wishes to utilize the network for proprietary software systems, or to implement software requiring unique, or additional network protocols, Contractor shall secure permission from WCCTA prior to implementing any work, and shall reimburse WCCTA for reasonable costs associated with consultant or network administrator's time to review the proposed use for potential conflicts with existing network operations.

The Contractor shall be responsible for regular monitoring of all computers interacting with the Authority's network to ensure the computers remain free from viruses, ad-ware, ransomware, and other malicious programs or code.

19. Code of Conduct

Contractor employees must treat all customers with courtesy; avoid any argument and exercise patience, forbearance, and self-control under all conditions.

20. Insurance

WCCTA maintains its primary vehicular, general liability, and physical damage coverages through the California Transit Indemnity Pool (*CalTIP*) on all WCCTA operated services, as well as all owned vehicles and property. Contractor will maintain all necessary coverage to fully cover any losses falling within WCCTA's self-insured retention (SIR or deductible) layer as established under the CalTIP Liability Memorandum of Coverage (MOC). WCCTA currently maintains a \$100,000 SIR level under its CalTIP coverage for any bodily injury, vehicular liability and general liability claim,

The Authority's physical damage coverage through CalTIP covers vehicular physical damage and collision repair expenses to WCCTA-owned vehicles resulting from an accident that occurs off the property. However, Contractor shall provide coverage for physical damage and shall be fully responsible for collision repair expenses below the CalTIP deductible level of \$5,000 per vehicle per occurrence. Additionally, Contractor is responsible for insuring and repairing damage (including vandalism) caused on vehicles in the bus yard, maintenance shops, and other WCCTA facilities.

As required by the CalTIP Memoranda of Coverage, CalTIP is responsible for claims adjusting on all liability claims, and on all physical damage claims within its coverage layer (losses above WCCTA's \$5,000 Self Insured Retention). Accordingly, Contractor is responsible for timely reporting to CalTIP's adjusting firm of all accidents and incidents that may result in a loss or a liability claim, or that result in physical damage to WCCTA assets. CalTIP's adjusting firm will pursue subrogation for physical damage losses caused by a third party that exceed \$2,500. Any subrogation recoveries will be credited back against Contractor's liability for these losses.

Contractor's insurance liabilities, as presented in this section of the scope of work, shall continue until termination of the agreement between WCCTA and the Contractor, or until all claims incurred during the agreement are closed, as determined by CalTIP, whichever is last to occur. Contractor shall work cooperatively with adjusters for CalTIP and its excess carriers, shall provide monthly loss runs to CalTIP's adjusting firm in an approved electronic format, and shall strictly adhere to all other reporting and notification requirements established under the Authority's CalTIP coverage.

Contractor is responsible for claims and repairs arising from negligence, violation of contract terms or violation of federal and state regulations. Contractor is expected to maintain adequate insurance for all vehicles supplied by Contractor for use in this contract. Contractor is also expected to maintain workers' compensation insurance for all employees providing services under any contract resulting from this RFP.

21. Hold Harmless

Contractor shall hold harmless, defend and indemnify WCCTA, its officers, officials, employees and agents from and against any and all liability loss, damage, expense, and cost (including any and all litigation fees and costs) of any nature arising out of or in connection with the contractors' or subcontractors' performance or work, outlined in the scope of work, caused in whole or in part

by any negligent act or omission of the Contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of WCCTA.

22. General Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (at least as broad as ISO occurrence Form CG 20 10 and CG 20 37).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto), excepting vehicles owned by WCCTA and provided to the Contractor for use in the provision of service under the WCCTA/Contractor agreement.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:
(Including operations, products and completed operations.)
\$10,000,000 per occurrence / annual aggregate for bodily injury, personal injury and property damage
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation:
As required by the State of California.
4. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the WCCTA. At the option of the WCCTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the WCCTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the WCCTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The WCCTA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 & CG 20 37) to the contractor's insurance policy.
2. For any claims related to this project, (with the exception of vehicular liability and physical damage claims covered under WCCTA's CalTIP coverages outlined in section 20 of this Scope of Work) the Contractor's insurance coverage shall be primary insurance as respects the WCCTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the WCCTA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the WCCTA.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the WCCTA for all work performed by the contractor, its employees, agents and subcontractors. The waiver of subrogation for recovery of workers' compensation benefits shall also apply to alleged injuries, damages or employment practices liability claims occurring on WCCTA premises.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Upon request, Contractor shall furnish the WCCTA with copies of certificates and endorsements effecting coverage required by this section. At the beginning of the initial contract term, Contractor shall submit copies of coverage certificates and endorsements to WCCTA, and these shall be approved by the WCCTA before work commences. The WCCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the WCCTA for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

C. CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE

1. General Responsibility

Using WCCTA's facilities and major equipment in place on September 30, 2020, Contractor shall hire, train and provide an adequate number of mechanics, service workers and fueler/washers to service, maintain and repair revenue and non-revenue vehicles (including the maintenance of fareboxes, headsigns, radios, cameras, communication devices, and other bus-related equipment) to the satisfaction of WCCTA. Services provided by Contractor shall meet or exceed the general standards prevailing within the transit industry, and shall, at a minimum, meet the specific requirements described herein, and those of the bus manufacturers.

WCCTA directly employs a Maintenance Manager, who will be responsible for overseeing and prioritizing the work to be performed on WCCTA vehicles, and who will manage the inventory and procurement functions associated with maintenance activities. The Contractor shall provide a Maintenance Supervisor / Lead Mechanic to direct and supervise the mechanics, utility workers, fueler/washers and any other employees engaged in vehicle maintenance and non-vehicle maintenance activities provided under this contract. Using the fleet of WCCTA's fixed route, paratransit, and commute service public transit vehicles referenced in this Scope-of-Work, Contractor shall ensure that a sufficient number of operable vehicles are available to meet all scheduled services in a safe and reliable manner.

Contractor shall not defer maintenance for reason of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance. Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the maintenance schedule.

Contractor shall ensure that operations and maintenance activities are conducted in strict compliance with all environmental laws and regulations, and that suitable controls are in place to prevent any release of hazardous materials, or contamination of storm water runoff from the facility.

2. Mechanical Maintenance

- (a) Mechanical maintenance will be performed at regular intervals necessary to keep the vehicles in a safe and reliable condition. The Contractor is to identify parts requiring replacement, and to notify WCCTA's Maintenance Manager with sufficient lead time to allow the parts and materials to be procured and repairs completed without impacting scheduled service. Contractor shall adhere strictly to the preventive maintenance schedules in accordance with industry manufacturer standards. WCCTA reserves the right to establish preventative maintenance schedules that accord with industry standards. This schedule shall be considered by Contractor to be the minimum requirement only, and shall not be regarded as reasonable cause for deferred

maintenance in specific instances where Contractor employees observe that maintenance is needed in advance of schedule.

- (b) WCCTA, at its sole cost and expense, shall provide all fuel, lubricants, cleaning supplies, tires, parts, major components, and component rebuilding and replacement, required for the operation of all equipment pursuant to this contract. Contractor shall be responsible for identifying parts and materials necessary to keep vehicles in safe and reliable operating condition, and shall, in consultation with WCCTA, ensure the timely and cost effective procurement of said supplies.
- (c) Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, fare collection equipment, passenger counters, cameras, AVL, event recorders, modems and communication devices, and all other equipment to be used to perform this contract in strict conformity to all CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm, or corporation.
- (d) All parts, materials, tires, lubricants, fluids, oils, and maintenance services procured by WCCTA's Maintenance Manager for use on all coaches, vehicles, and equipment will meet or exceed original equipment manufacturer (OEM) specifications and requirements.
- (e) All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- (f) Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. Contractor shall maintain brake systems so as to minimize brake noise.
- (g) All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs to damage (including body, and all bus appurtenances) shall be reported immediately, and made within two weeks of occurrence.
- (h) Buses shall not be put in service with cracked glass anywhere on the bus. Repairs to glass shall be made within three days.
- (i) All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.
- (j) The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.
- (k) Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climate conditions at all times on all in-service runs. Contractor shall maintain the A/C systems in an operable condition.
- (l) Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall notify WCCTA's Maintenance Manager of any seat insert covers that are worn or that cannot be professionally repaired. Any damage to seat frame members that may compromise the structural integrity of the seat must be immediately reported to WCCTA so the vehicle may be removed from service until the issue is resolved.

(m) WCCTA shall procure and make available renewable diesel fuel, low sulfur diesel fuel, or other premium grade diesel fuel, and diesel exhaust fluid as required under the law, and as may be required to meet the specifications of equipment manufacturers. Contractor shall maintain buses so as to minimize visible smoke emissions. Contractor shall be familiar with and comply with all California Air Resources Board (CARB) regulations, and will be liable for fines imposed that are the result of failure to adequately maintain emissions equipment.

3. Vehicle Reports and Records

The driver is required to perform a detailed daily pre-trip inspection before taking the vehicle out of the yard, including checking out the wheelchair lift operations. Any vehicle defect is to be reported to Contractor's maintenance department, and to WCCTA's Maintenance Manager. If the driver is uncertain about the safe operability of the vehicle, the vehicle will be inspected by Contractor to determine if it is safe to operate.

The Contractor, in conjunction with WCCTA's Maintenance Manager, will collect and maintain all necessary documentation to establish and regularly update current vehicle records containing the following information, at a minimum:

a. Coach Records

- i. Make
- ii. Model and Year
- iii. Vehicle Identification Number/Serial Number
- iv. Engine Type/Year/Serial Number
- v. Transmission Type/Year/Serial Number
- vi. License Number
- vii. Date Received
- viii. Unit Repairs
- ix. Preventative Maintenance "Inspection" Reports
- x. Daily "Bus Condition" Reports
- xi. Work Orders
- xii. Fuel Consumption (i.e., gallons/miles) for each vehicle

b. Vehicle Maintenance Inspection Reports. The vehicle record will be a permanent part of the file. The Vehicle Maintenance Inspection Report will be kept for a minimum of eighteen months. All of these forms will be kept in a file for each vehicle. The "Preventative Maintenance Inspection" Reports will be kept for a minimum of two years. Daily "Bus Condition" Reports will be kept for a 30-day period.

c.

4. Safety

WCCTA will request that the Motor Carrier Unit of the California Highway Patrol annually prepare and submit to WCCTA a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A) for all vehicles specified in this contract. Contractor must attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records,

regulated equipment and terminal). Contractor must expeditiously correct any deficiencies noted on any vehicle inspection report.

WCCTA may, at unannounced times, perform maintenance inspections by WCCTA staff or private inspection services for purposes of determining vehicle safety and condition.

5. Maintenance Management

a) Maintenance Supervisor / Lead Mechanic

Contractor shall provide the services of a capable Maintenance Supervisor / Lead Mechanic subject to the approval of WCCTA.

The Maintenance Supervisor must have a minimum of five (5) years of experience in progressively responsible positions of a relevant nature. The Maintenance Supervisor must have experience with large and small bus diesel engines, air conditioning systems, and wheelchair lifts. Technical expertise is considered more relevant than administrative capability in the Maintenance Supervisor; however, the supervisor must have the demonstrated ability to direct the work of other maintenance personnel, and to work directly with the contracting agency.

The Maintenance Supervisor shall receive formal training at the sole expense of Contractor in maintenance and repair of the types of vehicles used in fixed route, paratransit, and Commuter/Express services, including wheelchair lifts, immediately upon assignment of the position. Contractor shall define the relationship between its General Manager, Assistant General Manager, and the Maintenance Supervisor.

The Maintenance Supervisor shall be directly responsible for monitoring the performance of all work on the WCCTA vehicle fleet as described in this Scope-of-Work and for ensuring that all specifications are met. The Maintenance Supervisor will work cooperatively with WCCTA's Maintenance Manager and General Manager to assure service quality, and provide maintenance data as described in this Scope-of-Work.

6. Vehicle Cleaning

Contractor shall maintain WCCTA's vehicles in a clean and neat condition at all times. Bus exteriors on all buses shall be washed at least two times per week. This includes bus body, windows, and all other exterior surfaces. The interiors of all vehicles, including windows, seats, floor, stanchions, and grab rails, shall be washed thoroughly at least once per week. All foreign matter such as gum, grease, and dirt shall be removed from interior surfaces during the interior cleaning process. Graffiti shall be cleaned from buses each evening and WCCTA shall be notified if a graffiti pattern appears. The interior of all vehicles shall be swept and dusted daily and all trash and debris removed. Any damage to seat upholstery shall be repaired as soon as possible. Vehicles should be completely detailed as part of the preventative maintenance program.

WCCTA is in the process of replacing its current, non-operational bus wash equipment with a larger and more modern system capable of accommodating all vehicles in the WCCTA fleet, including taller profile double deck vehicles. At the present time, WCCTA has not received a delivery date for system equipment, which is necessary before WCCTA conducts a solicitation for a general contracting firm to perform the site work and installation. Therefore, contractor should anticipate that service workers will be required to hand wash vehicle exteriors until the new bus wash facility is completed and is operational. It is anticipated that the new bus wash will not be operational until December, 2020 which may have staffing implications for the initial months of the contract.

7. Facility Cleaning

Areas of the WCCTA facility and grounds set aside for the Contractor's use (including staff offices, dispatch center, money counting room, training room, driver's break room, maintenance shop and parts storage areas, and bus yard, bus wash, staff parking areas, and fuel island) shall be maintained in a clean and businesslike condition. WCCTA will engage an outside cleaning service to perform basic janitorial services five days-per-week in all Contractors' interior locations (excluding the maintenance shop). Contractor will provide regular access to these areas for the cleaning staff in accord with an agreed upon schedule.

8. Vehicle Warranty Repairs.

Contractor shall be familiar with vehicle warranties and shall notify WCCTA's Maintenance Manager prior to commencing warranty work on any vehicle. Contractor will separately track parts and labor associated with all components under warranty to allow WCCTA to fully recover costs associated with covered components, and will report to WCCTA monthly on the status of warranty work.

9. Procurement Agents and Parts Inventory

WCCTA's Maintenance Manager shall be primarily responsible for procuring and maintaining an adequate stock of parts and supplies used to service, maintain, and repair all vehicles and transit equipment including communication devices, fare collection equipment, electronics, and headsigns used in connection with services operated under this Agreement.

Contractor shall work cooperatively with WCCTA to maintain effective communication such that adequate parts and supplies are at all times on hand to perform all work described in this Scope-of-Work.

Contractor shall be responsible for monitoring and documenting the condition of all vehicles in the fleet on a daily basis, and for alerting WCCTA's Maintenance Manager to vehicle components nearing the end of their duty cycle. Contractor shall also be responsible for maintaining the parts and supplies inventory in an orderly condition, and for properly accounting for parts used on a daily basis. For the purposes of this Agreement, Contractor's management responsibilities shall include, although not necessarily be limited to, the following: establishing protocols for removing

items from inventory stocks, monitoring inventory levels with respect to expected rates of use, and maintaining effective security over all inventory items.

10. Tools and Equipment

WCCTA owns an array of specialized tools and equipment necessary for maintaining and repairing vehicles in the fleet. The equipment available for use by Contractor's maintenance staff is detailed in Attachment 5.

Contractor and WCCTA shall conduct an annual audit and reconciliation of the tools and equipment provided by WCCTA, and Contractor shall reimburse WCCTA for the full replacement value of any and all items broken, damaged, lost, or stolen. WCCTA shall inform Contractor in writing of the items for which reimbursement is expected and shall deduct the entire amount from the next monthly payment to WCCTA for services operated and invoiced in accordance to the terms of the Agreement.

11. Maintenance Documentation and Reporting

Contractor shall furnish drivers with Daily Vehicle Inspection Report forms for recording vehicle condition information, and for identifying any mechanical defects or issues noted during pre- and post-trip inspections. These records must be retained for a minimum of 18 months and must be available to WCCTA at all times, and must be provided to Motor Carrier officials during the annual Terminal Inspection.

Contractor shall provide work order forms for the recording of parts used and labor hours expended by vehicle and project. Contractor is responsible for the complete and accurate collection and recording of this information for every job performed by the maintenance staff. Currently, this information is recorded on paper forms, which are submitted to WCCTA's Maintenance Manager for manual entry into the maintenance information system. Proposing firms, at their option, may propose an alternative means of recording this information electronically, describing the process or third party application, and citing any cost implications.

As WCCTA's needs for data changes from time to time, Contractor shall willingly assist WCCTA in implementing revised reporting procedures and methods.

12. Monthly Reports.

Contractor maintenance staff will assist in the collection and timely transmittal of information needed on a monthly basis for compilation of the following maintenance reports, which may be incorporated in the monthly operations report:

- Roadcall Report
- Fuel Usage Report
- Fleet Mileage per Period and Lifetime
- Preventative Maintenance Report
- Warranty Repair Report

13. Major Repairs and Heavy Maintenance

Major repairs and heavy maintenance shall include: rebuild or replacement of major engine and/or major transmission of vehicles owned by WCCTA that are not under warranty, and exterior and interior painting of entire vehicles.

If Contractor determines that major repair and heavy maintenance is necessary, Contractor shall notify the WCCTA General Manager in writing, detailing the reasons for such a determination and including pertinent information from the vehicle file and a preliminary cost estimate. After inspection and review by WCCTA's Maintenance Manager, WCCTA may proceed with the recommended work, or may direct Contractor to do so. Payment for major repairs will be the responsibility of WCCTA. If, however, WCCTA determines that such work is necessary due to poor maintenance performance by Contractor, Contractor shall be liable and fully responsible for any and all costs.

14. Computers and Special Diagnosis Training

Contractor, at its sole expense, will provide its mechanics and employees with computer training of the software and hardware, and diagnostic repair equipment provided by the Contractor or by WCCTA.

SECTION III: SERVICE QUALITY STANDARDS (AND LIQUIDATED DAMAGES)

In an effort to ensure that the Contractor provides the Authority with acceptably high quality service throughout the contract period, the Authority has established a set of minimum standards, which the Contractor will be expected to meet. With the exception of three specific measures below, the Authority views imposition of a program of liquidated damages to be a last resort, and will employ other approaches to resolve performance issues prior to exercising this remedy. (It should be noted that this approach was used effectively in the existing contract with the incumbent contractor, and the expected level of performance was achieved without application of any liquidated damages at any point within the initial term and all option years). Should the Contractor's performance fall below established standards on any of the remaining measures or measures identified and agreed to in the future, the Authority may, at its sole discretion, implement a program of incentives and liquidated damages.

After sending the Contractor a letter documenting the specific standards which were not achieved, and notifying the Contractor that the incentive and liquidated damages program is being implemented, the Authority will put the financial provisions of the program in place on the first day of the following month. Liquidated damages and incentives will be based on performance after this date and will not be applied retroactively.

The liquidated damages and incentives program will be invoked when, in the judgment of the Authority, it is necessary to take action, short of terminating the contract, to correct significantly inadequate performance by the Contractor. The program of liquidated damages and incentives will be designed to fairly compensate the Authority when the Contractor fails to provide service meeting minimum expectations, while rewarding the Contractor for delivering performance which demonstrates a commendable level of effort, care, or skill. The incentives are intended to provide motivation for continuing improvement in Contractor's service delivery once any specific initial problems have been corrected.

Once invoked, the financial structure of the liquidated damages and incentives will remain unchanged throughout the remainder of the contract (unless modified by mutual agreement); however, the standards which define acceptable limits are subject to annual revision by mutual consent of the Authority and the Contractor.

The three measures for which liquidated damages will be applied throughout the contract period are late departures from the operations facility, failure to accurately conduct and document pre-trip inspections, and missed trips. Liquidated damage assessments per incident are identified for each of these measures. WCCTA, at its sole discretion, may waive imposition of the damages if circumstances warrant.

The Authority is establishing the following minimum performance standards. Additional standards may be applied during the term of the contract based on operating conditions.

1. *Late Departures from Operations Facility for Start of Revenue Service.* Contractor shall implement procedures to ensure that buses begin revenue service in accordance with published timetables. Accordingly, adequate time must be provided for a driver to complete the pre-trip inspection and to have adequate travel time to reach its first time point and to enter revenue service at the scheduled time. Liquidated damages of \$100 per occurrence will be assessed each time a vehicle pulls from the yard five minutes or more after the scheduled departure time, and arrives late to its first scheduled stop in revenue service.
2. *Pre-trip inspection.* Contractor shall not allow a bus to be placed into revenue service that has not had a complete pre-trip inspection performed, including any required lift or ramp cycling. Full and accurate documentation of completed pre-trip inspections must be provided to WCCTA for all revenue vehicles for every day of revenue service under the contract. Liquidated damages of \$100 per incident will be assessed for each vehicle placed in revenue service before a full pre-trip inspection is completed, or which lacks accurate documentation of the inspection.
3. *Missed trips for fixed route system* (Using the Federal Transit Administration definition) shall not exceed 0.5% of total scheduled trips. Liquidated damages of \$100 per missed trip above this standard.
4. *Average Miles between Preventable Accidents* shall not fall below 80,000.
5. *There shall be no occasion when Contractor fails to pick-up a rider for any reserved Dial-A-Ride trip* (unless the failure is the fault of the rider).
6. *Late Dial-A-Ride trips* arriving more than 30 minutes after scheduled time shall not exceed 1% of the total Dial-A-Ride trips.
7. *Incidents of non-functioning lifts while in revenue service* shall not result in a passenger wait time beyond one-hour in length. A passenger must be provided with alternative transportation to their destination as quickly as possible and the time should never be in excess of one hour.

ATTACHMENTS and LINKS

ATTACHMENT 1 – Fleet Roster

<https://westcat.org/Content/Pdf/RFP-OP-WCCTA-FLEET-INVENTORY.pdf>

ATTACHMENT 2 – Facility Floor Plan

<https://www.westcat.org/Content/pdf/RFP-PO-WestCAT-Floorplan.pdf>

ATTACHMENT 3 – Incumbent Contractor Information

<https://westcat.org/Content/Pdf/RFP-OP-WestCAT-Labor-Code-1070-Incumbent-Contractor-Information.pdf>

ATTACHMENT 4 – Federal Requirements and Conditions

<https://westcat.org/Content/Pdf/RFP-OP-FTA-Contract-Provisions.pdf>

ATTACHMENT 5 – Maintenance Equipment

<https://westcat.org/Content/Pdf/RFP-OP-WCCTA-Furnished-Maintenance-Equipment.pdf>

ATTACHMENT 6 – Passenger Safety Policies

<https://www.westcat.org/Content/pdf/RFP-PO-Passenger-Safety-Policies.pdf>

GTFS FILES – Regular WestCAT Schedule

<https://support.trilliumtransit.com/attachments/token/vYKNUzOJST3JZZ9FYX1W2g2cD/?name=westcat-ca-us.zip>

GTFS FILES – COVID-19 Schedule

<http://data.trilliumtransit.com/gtfs/westcat-ca-us/westcat-ca-us.zip>

TEMPLATES: Proposal Forms 1.1, 1.2, and 1.3

<https://www.westcat.org/Content/pdf/RFP-PO-Pricing-Forms-WCCTA 1-1--1-2--1-3.xlsx>

**PROPOSAL FORM 1.4
ADDENDUM RECEIPT**

The bidder acknowledges that it has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

**PROPOSAL FORM 1.5
STATE MANDATED BIDDING PREFERENCE FORM**

In accordance with the provisions of California Labor Code §1072(a), the undersigned bidder (on Western Contra Costa Transit Authority Request For Proposals For Operation And Maintenance Of Fixed Route And Paratransit Bus Services) declares that it

_____ WILL _____ WILL NOT

retain the employees of the prior contractor for the subject service area for a period of not less than ninety (90) days from the commencement of the term of the contract. For the purposes of this provision, “employee” shall have the meaning ascribed thereto in California Labor Code §1071(d).

Signature

Title

Date

Proposing Firm

**PROPOSAL FORM 1.6
AFFIDAVIT OF NON-COLLUSION**

_____, the undersigned representative of _____ (Proposing Firm) represents and warrants that the proposal submitted in response to Western Contra Costa Transit Authority Request For Proposals For Operation And Maintenance Of Fixed Route And Paratransit Bus Services is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that Proposing Firm has not directly or indirectly induced or solicited any other Proposing Firm to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that Proposing Firm has not in any manner sought by collusion to secure an advantage.

Signature

Title

Date

Proposing Firm