

BOARD OF DIRECTORS MEETING AGENDA
REDWOOD COAST TRANSIT AUTHORITY



DATE: Monday, September 27, 2021

Time: 5:15pm

PLACE: Zoom Online Meeting: <https://dnco.zoom.us/s/91894842720> Meeting ID: 918 9484 2720

Due to ongoing COVID-19 issues, the Governor of the State of California has issued Executive Orders N-29-20 and Order N-25-20 establishing social distancing measures and suspending provisions of the Brown Act.

PLEASE SUBMIT ANY PUBLIC COMMENTS AHEAD OF TIME IF AT ALL POSSIBLE. Please visit <https://media.co.del-norte.ca.us/> for a public comment form. A link to view the meeting will be posted on <https://media.co.del-norte.ca.us/>. Comment on ALL agenda items as well as general public comment will be taken at the prescribed time for public comment via instructions provided on the website.

-
1. Call Meeting to Order. Roll Call.
 2. Pledge of Allegiance
 3. Public Comment
 4. Consent Calendar
 - 4A. None
 5. Approve the Minutes of the August 30, 2021 RCTA Board Meeting
 6. Transit Maintenance and Operations Request for Proposals – Approve Release
 7. Update on 2015 Greyhound Interline Project
 8. Operations Report – First Transit
 9. General Manager's Report
 10. Announcements
 11. Adjourn – Next RCTA Board Meeting will be on Monday, October 25, 2021 at 5:15pm

Any member of the public may speak on any agenda item for a time period, not to exceed 3 minutes, prior to the Public Agency taking action on that agenda item.

**MINUTES
REDWOOD COAST TRANSIT AUTHORITY
MONDAY, AUGUST 30, 2021, AT 5:15 P.M.**

PRESENT: DARRIN SHORT (CHAIRMAN), RAY ALTMAN, VALERIE STARKEY, BEAU SMITH

ABSENT: VIDETTE ROBERTS

ALSO PRESENT: JOE RYE, DAN HERRON, FERNANDO HERNANDEZ, LORA MALLORY, NICOLE BURSHEM

1. CALL MEETING TO ORDER. ROLL CALL

Chairman Short called the meeting to order at 5:15 p.m. and Nicole Burshem conducted roll call.

2. PLEDGE OF ALLEGIANCE

Chairman Short led the Pledge of Allegiance.

3. PUBLIC COMMENT

The following person(s) addressed the Board: None

4. CONSENT CALENDAR

4A. NONE

5. APPROVE THE MINUTES OF THE JUNE 28, 2021 RCTA BOARD MEETING

On a motion by Director Starkey, seconded by Director Altman, and unanimously carried on a polled vote the Redwood Coast Board of Directors approved the minutes of June 28, 2021, as presented.

6. DISCUSSION AND APPROVAL OF TEMPORARY INCREASE IN COVID-19 HAZARD PAY

Discussion was held regarding an increase in hazard pay. Mr. Rye reported since the beginning of the pandemic RCTA has struggled to maintain and recruit drivers. If this continues, RCTA will not be able to reinstate earlier cuts, and may have to reduce services even further. On March 25, 2020, the US Senate announced the first of several stimulus measures that cumulatively will add more than \$1.22 million to RCTA that can be used to pay for COVID-related operations expenses during this emergency. These funds are limited to operations only. Staff will continue to seek flexibility from Caltrans to use some of these funds for capital shortfalls, but for now, its limited to operations, including for pay increases. On April 8, 2020, the Board approved \$2/hour crisis pay for hourly employees. This was added to what First Transit pays employees under the current bid contract with RCTA. First Transit has been active in helping by creating a signing bonus of \$500 for successful applicants. That bonus is now increased to \$1,000, but RCTA is still not attracting new drivers. RCTA needs to elevate itself to attract more

drivers. Many service sector employers in our area have increased their starting wages to \$18/hour.

On a motion by Director Starkey, seconded by Director Smith, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved an additional \$2/hour temporary Increase in COVID-19 Hazard Pay, raising the total Hazard Pay to \$4/hour that RCTA is paying each hourly employee on top of their First Transit bid contract wages.

7. TRANSIT MAINTENANCE AND OPERATIONS CONTRACT – DISCUSSION OF DRAFT RFP & TIMELINES

Discussion was held regarding Draft RFP & Timelines. Mr. Rye discussed the issues that will be addressed and presented the 2021 tentative RFP schedule.

8. APPROVE MEMORANDUM OF UNDERSTANDING FOR CAL-ITP FAR NORTH TRANSIT PROVIDERS GROUP

Discussion was held regarding CAL-ITP Far North Transit Providers Group, and specifically the upcoming IT Projects. Mr. Rye reported the scope of the MOU is to establish working relationships between FAR North Group Transit Providers to facilitate the planning and execution of standardized fares and contactless fare collection (credit/debit card boardings). The goals of the memorandum are to describe the general working relationship between Far North Group Transit Providers to Fare Modernization and Integration Project Initiatives; Establish processes for route coordination, planning, designing, and implanting the fare rules and contact fare collection system; and create a framework for subsequent agreements pertaining to Far North Group Transit Providers.

On a motion by Director Starkey, seconded by Director Smith, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved Memorandum of Understanding for the CAL-ITP Far North Transit Provider Group.

9. ADOPT RESOLUTION 2021-22-01 APPROVING RCTA'S STATE OF GOOD REPAIR PROJECT FOR FY 2021-22 – BUS STOP IMPROVEMENTS

Discussion was held regarding Resolution 2021-22-01. Mr. Rye reported staff would like the Board to approve RCTA's Fiscal Year 2021-22 project list for \$42,221 for SB-1 State of Good Repair Funding for further bus stop improvements. RCTA has been dedicating these funds to bus stop project for several years, although Mr. Rye warned that this is likely to change soon, as these funds will be needed for bus replacements.

On a motion by Director Starkey, seconded by Director Smith, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved Resolution 2021-22-01 approving RCTA's State of Good Repair Project List for FY-2021-22, Bus Stop Improvements.

10. UPDATE PROJECT TIMETABLES – SRTP “MINI” UPDATE, ELECTRIC BUS YARD DESIGN, CULTURAL CTR TRANSIT HUB

Mr. Rye reported regarding a “Mini” SRTP Update. Staff would like to refresh the following elements of the 2+ year old 2019 SRTP: evaluation of RCTA services against adopted performance standards, update the service plan, update CTSA chapter, and update financial plan. A mid-cycle “mini” SRTP is unusual for RCTA but the pandemic has changed the operating environment in ways never imagined, and the next full SRTP update is not going to be available until 2024. Mr. Rye reported the next step for the electric bus project is to engage an engineering firm to evaluate the electrical needs of the full build-out project, coordinate with Pacific Power to identify upgrades, design the layout of the parking, and design the optimal configuration, quality, and location of charging equipment. Mr. Rye reported on the challenges of creating a staffed Transit Hub at the Cultural Center. Staff and the City, along with DNLTC staff, have brainstormed 2 or 3 options, with the preferred alternative being a permanent location for a portable kiosk. Portable is key due to challenges permitting any new permanent structure in the Front Street (tsunami inundation) area. DNLTC programmed funding to support this project in FY 2021-22. A consultant will be engaged with engineering background to evaluate the potential locations and design the utility and civil connections and improvements needed at a preferred location. The mobile kiosk will provide in person customer support, sell tickets, provide security at the transfer point, and perform dispatching functions. The locations to be considered will be near Cultural Center. Staff is excited about these projects and seeks input from the Board on feasibility and priority of each. SRTP update can occur as soon as November and staff is talking to a local vendor for the transit hub project, which is also slated for winter.

11. OPERATIONS REPORT – FIRST TRANSIT

Fernando Hernandez reported on driver situation, facility updates, and fleet updates.

12. GENERAL MANAGER’S REPORT

None.

13. ANNOUNCEMENTS

The following Directors commented: Director Starkey announced that this would probably be the last meeting she attends as the Alternate for Bob Berkowitz, who is thought to be able to return to the Board by next meeting. Staff and everyone thanked Valerie for her energy and effort during her months on the Board.

14. ADJOURN –

Redwood Coast Transit Board of Directors adjourn the meeting at 6:10 p.m. The next RCTA board meeting will be on Monday, September 27, 2021 at 5:15 p.m.

Joseph Rye, General Manager
Redwood Coast Transit/TMTP/Herron Consulting

September 27, 2021

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Release of RCTA 2021 Operations and Maintenance Request for Proposals



RECOMMENDATION:

Authorize the release of the 2021 RCTA Operations and Maintenance Request for Proposals (RFP).

BACKGROUND:

RCTA delivers transit service via a series of contracts, the largest of which is the Operations and Maintenance Contract, which provides all the employees (drivers, dispatch, mechanic, supervisors) that are based at RCTA's Crescent City Operations and Maintenance facility on Williams Drive. This contract spans 5-7 years, and directs how RCTA services are delivered. First Transit is the incumbent contractor and is expected to submit a proposal in response to this solicitation. RCTA is a rural transit agency receiving federal (FTA) transit funding, which means Caltrans has approval authority over the content and results of the RFP. Attached is the final draft RFP, pending Caltrans approval. RCTA will release this version, or the version that Caltrans approves, as soon as September 28th or upon receipt of Caltrans' approval to proceed.

The approach of the RFP will be to sustain RCTA's recent performance, and address issues like:

- The RFP format allows RCTA to prioritize (via scoring criteria) elements that are most important, including, but not limited to, increased wages. RCTA faces a huge challenge attracting and retaining quality employees. RCTA desires to be pay above minimum wage, and while the 2016 contract kept RCTA compliant with rising minimum wages, it has fallen short of protecting a clear delta between RCTA wages and minimum wage.
- The RFP was distributed to the major players in the industry for a peer review, and valuable comments received and incorporated into this final RFP. This process also serves to make the industry aware of the imminent opportunity.
- Once proposals are received, an ad-hoc "Selection Committee" will review and score the top proposals. The Committee will make a recommendation to the Board of Directors.
- Proposals will be due on the date of the next RCTA Board Meeting, October 25th, at which point the General Manager will distribute proposals to the Selection Committee and begin preparation of a summary of proposal attributes for the top 2-3 proposals, to assist the Selection Committee in their scoring. The selection committee should consist of 2 RCTA Board Members along with 1-2 volunteers from outside agencies and the General Manager who will make a recommendation to the RCTA Board.

The following proposed procurement timeline balances the need for adequate time for vendors to effectively put their proposals together and still allow enough time for an orderly change of contractor should the solicitation result in award to an entity other than First Transit. Most transit operations and maintenance contracts run with the popular fiscal year system, meaning most are set for award in spring for contracts starting on July 1. This RCTA RFP runs with the “calendar year”. By being “off cycle”, the RCTA procurement should enjoy more attention from vendors and likely more interest, leading to greater competition and better pricing. The 2021 updated tentative RFP schedule is as follows:

<u>Task</u>	<u>Proposed Date</u>
Draft RFP Discussed at RCTA Board Meeting & Attorney Review Begins	August 30, 2021
Draft Request for Proposals (RFP) Distributed to Caltrans & Industry	September 6, 2021
Industry RFP pre review Comments Due	September 16, 2021
Request for Proposals (RFP) Approved by Caltrans	September 27, 2021
RFP Approved for Release by RCTA Board	September 27, 2021
Pre-Proposal Meeting On-Site in Crescent City (optional)	September 27, 2021
Request for Proposals (RFP) Released & Distributed	September 28, 2021
Last Day for Submittal of Questions	October 7, 2021
Proposals Due	October 25, 2021
Short List and Analysis Report to Selection Committee w/Proposals	November 1, 2021
Interviews with Top Proposers/Selection Committee Recommendation	November 12, 2021
Best and Final Negotiation with Top Proposer	Nov. 12-17, 2021
Award of Contract (begin transition period if necessary)	November 22, 2021
Begin New Contract (end of transition)	January 1, 2022

RECOMMENDATION

Authorize the release of the 2021 RCTA Operations and Maintenance Request for Proposals (RFP).



REQUEST FOR PROPOSALS - REDWOOD COAST TRANSIT AUTHORITY OPERATIONS AND MAINTENANCE CONTRACT

Deliverables: One (1) original and six (6) copies must be received on or before 5:00 p.m., Monday, October 25, 2021. Technical and Cost Proposals shall be submitted in **separate sealed envelopes**. In addition, one electronic copy must be provided, unlocked to facilitate inclusion in agenda packets, and emailed by proposal deadline to tmtcconsulting@gmail.com.

Addressed to: Redwood Coast Transit Authority
Attn: Joe Rye
900 Northcrest Drive, #134
Crescent City, CA 95531

Mark envelopes: REDWOOD COAST TRANSIT AUTHORITY OPERATIONS AND MAINTENANCE CONTRACT TECHNICAL & COST PROPOSALS

Proposals received after the time and date stated above shall be deemed unresponsive and returned unopened to the proposer. All proposals and related documents shall be subject to a federal financial assistance agreement between RCTA and the California Department of Transportation pursuant to the Federal Fixing America's Surface Transportation (FAST) Act, as amended, and terms and conditions established under that Act would apply. All offerors will be required to certify that they are not on the Comptroller General's list of ineligible CONTRACTORs. Successful offeror will be required to comply with all applicable safety and health standards, and Equal Employment Opportunity laws and regulations.

RCTA hereby notifies all offerors that it will affirmatively ensure that Disadvantaged Business Enterprises and small businesses will be afforded full opportunity to submit proposals in Response to this invitation and will not be discriminated against on the grounds of race, color, or national origin. CONTRACTOR shall document their efforts to obtain DBE participation. There is no formal DBE goal for this procurement, CONTRACTORs shall document a *good faith effort* to enlist DBEs using Form 1.5. There are no DBEs currently utilized.

Inquiries: Direct questions for clarification of this Request for Proposals document to:

Joseph Rye – RCTA General Manager
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtcconsulting@gmail.com
Telephone (707) 235-3078

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**REDWOOD COAST TRANSIT AUTHORITY
DEL NORTE COUNTY, CALIFORNIA**

REQUEST FOR PROPOSAL

SEALED PROPOSALS will be received by the RCTA General Manager, 900 Northcrest Drive #134, Crescent City, CA 95531, until 5:00 P.M., on October 25, 2021, for providing:

**OPERATIONS AND MAINTENANCE FOR REDWOOD COAST TRANSIT
AUTHORITY (RCTA)**

Contract documents may be viewed and downloaded from the Redwood Coast Transit Authority website at www.redwoodcoasttransit.org/RFP.

The RCTA hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice, and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion will also be required.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the Redwood Coast Transit Authority to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, to award the contract to other than the lowest bidder, and to award the contract according to the proposal which best serves the interests of the RCTA.

Dated this 27th day of September at Crescent City, California.

By: _____

Joseph Rye, TMTCP Consulting - General Manager, Redwood Coast Transit Authority

Publication Dates: October 1 and 8, 2021

PROJECT DESCRIPTION

The RCTA is requesting technical and cost proposals from qualified and experienced CONTRACTORs to provide operations and maintenance service for Redwood Coast Transit. The term of this project will be for five years beginning January 1, 2022. With approval of the RCTA Board of Directors, the contract may be extended unilaterally for up to two additional years, in one-year increments, at option year prices priced submitted as part of the Proposal response to this RFP, not negotiated in the future.

One (1) original and six (6) copies of the proposal are to be submitted to the RCTA General Manager, TMTP Consulting, 900 Northcrest Drive, #134, Crescent City, CA 95531, on or before 5:00 p.m., October 25, 2021. An electronic unlocked copy must be emailed to tmtconsulting@gmail.com by the submittal deadline, in addition to the print copies.

INFORMATION

The RCTA is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Mr. Joseph Rye, General Manager, at (707) 235-3078 or by email at tmtconsulting@gmail.com.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other RCTA personnel, officers or elected officials for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

IMPORTANT NOTICE

The RCTA will not be responsible for oral interpretations given by any RCTA contract employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the RCTA will attempt to notify all prospective vendors who have secured the same. However, it will be the responsibility of each vendor, prior to submitting a proposal, to contact Joseph Rye, General Manager, RCTA, 900 Northcrest Drive #134, Crescent City, CA 95531, (707) 235-3078, to determine if addenda were issued, and to make such addenda a part of the Proposer's proposal.

CONTRACTING AGENCY

The RCTA will administer the contract resulting from this Request for Proposals.

DEFINITIONS

1. "The RCTA" refers to the Redwood Coast Transit Authority, a joint powers authority created by the City of Crescent City and Del Norte County to provide public transportation service within Del Norte County, California.
2. "Days" refers to working days of the RCTA when used in context with the RCTA's Proposal Protest Procedures and refers to working days of the Federal Government when used in context with the Federal Transit Administration (FTA) or working days of the California Department of Transportation (Caltrans).
3. The terms "file" or "submit" refer to the date of receipt by the RCTA.
4. **"Interested party"** includes all Proposers on the contract or procurement. The term may also include a SUBCONTRACTOR or supplier at any tier who shows that he/she has a substantial economic interest in a provision of the Request for Proposals (RFP) or of the interpretation of such a provision.
5. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. 
6. "Local" as used herein, refers to the RCTA, County of Del Norte, and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
7. "RFP" or "Request For Proposals" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
8. "The "General Manager" as used herein, refers to the General Manager of the RCTA. RCTA has no direct employees, the General Manager is a CONTRACTOR hired by the Board of Directors to provide General Manager services. The current General Manager is Joseph Rye of TMTCP Consulting under a 3+ year contract that expires on June 30, 2024.
9. The "Selection Committee" as used herein, refers to the Selection Committee of the Redwood Coast Transit Authority Board of Directors.
10. "FTA" as used herein, refers to the United States Federal Transit Administration.
11. "Deadhead time/miles" as used herein, refers to the miles and hours that a **vehicle** travels when out of revenue service. Deadhead includes vehicles leaving or returning to the garage or yard facility, or when there is no expectation of carrying

revenue passengers, but does NOT include any costs for providing driver reliefs, shift changes, shuttling vehicles to off-site fueling, or to off-site maintenance locations, etc. Deadhead does not include charter service, school bus service, operator training, or maintenance training. **The RCTA DOES pay CONTRACTOR for approved fixed route deadhead time incurred.** RCTA approves the amount of deadhead time paid each month (reported by CONTRACTOR) based upon the existing schedule. **RCTA pays “Gate to Gate” for Dial-A-Ride, meaning the time a RCTA paratransit vehicle leaves the yard for its first pick up, to the time it returns to the yard from its last drop off.**

12. “Revenue Vehicles” refers to Redwood Coast Transit transit buses used to operate the service, and provided to CONTRACTOR by RCTA.
13. “Revenue Service” refers to scheduled transit service transporting fare-paying customers. Revenue Service for fixed route is the RCTA published bus schedules, not including any costs for providing driver reliefs, shift changes, etc. The RCTA pays for the exact number of hours contained in the published schedule, plus approved fixed route deadhead, with adjustments to billing only upon RCTA approval. Revenue service for ADA paratransit (and General Public Dial-A-Ride) begins with the first passenger pick-up on a bus and ends at the time the last passenger is dropped off, on a per-vehicle-billing basis. Revenue service does not include lunches.
14. “CONTRACTOR” refers to the successful proposer who is awarded the contract for providing any or all of the products and services described in this RFP.
15. “Headway(s)” refers to the frequency of fixed route bus operations on any given route. A bus every 30 minutes is a 30-minute headway.
16. “ADA” refers to Americans with Disabilities Act complementary paratransit service for those eligible individuals unable to utilize the fixed route transit service due to certified disabilities. RCTA provides ADA Paratransit services PLUS General Public Dial-A-Ride when feasible. Both services require at least one-day advance reservations. The fares for General Public DAR are higher than ADA.
17. “Farebox Recovery” refers to the percentage of transit operating costs recovered from transit users through the sale of passes and fares.
18. “Transit Operating Costs” refers to the total costs incurred in operation of the service including administrative overhead.
19. “Time-transfer System” & “Timed-pulse System” both refer to the style of fixed route transit systems where routes depart and return to one central hub to facilitate transferring of passengers at set times throughout the service day. RCTA features a timed-pulse “Crescent City Locals” system where buses meet each half hour to

transfer passengers between routes. This timed-pulse occurs at the Cultural Center Transit Hub on Front Street in Crescent City.

20. “CTSA or Consolidated Transportation Services Agency” refers to RCTA’s designation as Del Norte County’s CTSA. RCTA has been the CTSA since 2019 and CTSA programs include ADA Eligibility Determination and Transit Travel Training. CONTRACTOR shall support existing CTSA programs, plus potential future CTSA programs that may include actual transportation service hours.
21. “Spare Ratio” refers to the total number of fixed route buses available versus the maximum peak hour bus pullout requirements of the system. For example if 10 buses are needed during peak operations, having 12 buses in the fleet would constitute a 20% spare ratio (2 spares/10 bus maximum pullout requirement).
22. “Fare Media” refers to all instruments used to board Redwood Coast Transit buses, including but not limited to monthly unlimited ride passes, 10 ride punch passes, Redwood Coast Transit and outside agency transfers, and any new RCTA-approved piece of fare media.
23. “Overloads” and “Full Buses” refers to anytime passengers wishing to board a vehicle are turned away or optionally decline to board due to excessive crowding on the vehicle, manifested by standees beyond the bus manufacturer’s official standing capacity limits.
24. “Standees” refers to passengers who board but are forced to stand during movement of vehicle due to lack of available seating.
25. “Roadcalls” refers to unscheduled maintenance performed at a location other than the maintenance & operations center. This definition also includes any incident where maintenance or other personnel besides the actual bus operator are called to a location other than the Operations and Maintenance Facility due to a Mechanical issue, whether or not the vehicle is exchanged and returned to the yard.
26. “Pull-outs” refers to a bus departing the Redwood Coast Transit yard (140 Williams Drive, Crescent City) towards its first scheduled time-point in revenue service on a new shift or service day.
27. “Trips” refers to a bus departing its initial scheduled time-point in revenue service. A new trip begins each time the bus leaves this time point.
28. “Missed Trips” refers to a trip that is scheduled as part of normal revenue service but is never made for any reason, without prior approval of RCTA Transit Manager.
29. “Late Trips” refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time.

30. “Non-Revenue Vehicles” refers to any vehicles not used in revenue service. **RCTA does NOT provide non-revenue vehicles for CONTRACTOR operations as part of this agreement.** RCTA authorizes the use of one (1) spare revenue vehicle by the CONTRACTOR’s Road Supervisor to enable quick relief bus service in case of a late bus, an accident, incident, or other existing or potential service disruption. RCTA does NOT provide vehicles for routine shuttling of drivers back and forth for breaks, etc. nor does RCTA provide a shop truck. **CONTRACTOR is required to budget for adequate driver shuttle vehicles & a shop truck.**
31. “Spare Revenue Vehicle” a Redwood Coast Transit revenue vehicle provided to the CONTRACTOR by the RCTA which is not being used at that particular time for revenue service.
32. “Incumbent CONTRACTOR” refers to the operations CONTRACTOR currently providing Redwood Coast Transit service, which is First Transit Inc. of Cincinnati, OH (a part of First Group America, Inc.).
33. “Scheduled Timepoint(s)” are bus stops with departure times specifically noted in the Redwood Coast Transit route schedules distributed for public consumption.
34. “Proposer(s)” refers to any entity that submits a proposal in response to this Request for Proposals (RFP) in hopes of being selected to be CONTRACTOR for the RCTA.
35. “REDWOOD COAST TRANSIT Operations and Maintenance Facility” and “REDWOOD COAST TRANSIT Maintenance and Operations Facility” refer to the RCTA-Owned Public Transit Facility at 140 Williams Drive, Crescent City. This RCTA-owned facility houses activities of the current Redwood Coast Transit CONTRACTOR, (First Transit), and will continue to be the location of Redwood Coast Transit activity for any and all CONTRACTORS who become parties to this agreement. The facility sits on a ground lease between RCTA and the Del Norte Fairgrounds that is expected to be extended an additional 20+ years in 2024.
36. “Redwood Coast Transit”, refers to the RCTA’s Fixed Route operations and and “Dial-A-Ride” refers to the RCTA’s ADA (and General Public) Paratransit operations.
37. “Contract Year” refers to the years within the contract term. In the case of this contract, the Contract Years shall be offset from the RCTA’s Fiscal Year calendar, starting on January 1, and ending on December 31st. Contract Year #1 starts on January 1, 2022, and ends on December 31, 2022, for example.
38. The “Selection Committee” will be made up of members of the Redwood Coast Transit Authority Board of Directors supported by the General Manager, plus various community members and/or transit industry representatives.

39. “VTT” stand for Verification of Transit Training Certificate.
40. “Operators”, “bus operators”, and “drivers” refer to persons employed by CONTRACTOR(s) under this RFP/agreement to drive Redwood Coast Transit vehicles in revenue service.
41. “Minimum Wage” refers to the State of California’s legally mandated minimum hourly wage paid to non-exempt employees. All proposals received from this RFP must include provisions for full compliance with the California Minimum Wage laws, which will increase on January 1, 2022 to \$15/hour. of future years accordingly:
 - On January 1, **2021** the CA minimum wage rose to \$14 an hour.
 - On January 1, **2022** it will rise to \$15 an hour.
42. “GPPV” refers to General Public Paratransit Vehicle certification. RCTA no longer requires its CONTRACTOR drivers to possess a GPPV Certificate.
43. “Cultural Center” or “Front Street Transit Center” refers to the main transfer point bus stop on Front Street just west of US 101 in Downtown Crescent City, adjacent to the Cultural Center, Front Street Park, and Crescent City Harbor.

LEGAL RESPONSIBILITIES

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

By submitting a proposal, CONTRACTOR certifies that he or she will comply with all Federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds.

INSURANCE

CONTRACTOR and any subCONTRACTOR shall not commence work under this Agreement until CONTRACTOR shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the RCTA Attorney as to form and carrier and the RCTA General Manager as to sufficiency, nor shall CONTRACTOR allow any CONTRACTOR or subCONTRACTOR to commence work on this contract or subcontract until all similar insurance required of the CONTRACTOR and/or subCONTRACTOR shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary 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 by the CONTRACTOR, the CONTRACTOR agents, representatives, employees and subCONTRACTORS.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Commercial General Liability and Property Damage: The CONTRACTOR shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the CONTRACTOR and against all claims resulting from damage to any property due to any act or omission of the CONTRACTOR, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and CONTRACTOR's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. RCTA shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum shall be as follows:

Commercial General Liability (Injury or Accidental Death) and Property Damage (per occurrence)
\$10,000,000 Combined Single Limit.

Commercial Automobile Public Liability and Property Damage: The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. RCTA shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Commercial Automobile Public Liability - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence)
\$10,000,000 Combined Single Limit.

All Risk Physical Damage Vehicle Insurance – Stated Value

Such other insurance coverages and limits as may be required by the RCTA

Workers' Compensation Insurance: The CONTRACTOR shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws. CONTRACTOR shall provide the RCTA with a Certificate of Insurance showing proof of insurance acceptable to RCTA. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against the RCTA, its officers, officials, agents and employees to the extent that covered claims or damages are caused by CONTRACTOR's own negligence or willful conduct. CONTRACTOR and its employees are independent CONTRACTORS and not employees of Redwood Coast Transit Authority.

CONTRACTOR and/or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees. RCTA shall not be responsible for any increases in Worker's Compensation costs incurred by CONTRACTOR in any future scenario.

The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

Additional Insured: The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the RCTA, its officers, appointed and elected officials, agents, and Management CONTRACTORS as Additional Insured with respects to the liability arising out of the activities performed in connection with this Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the RCTA; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the CONTRACTOR and its SUBCONTRACTORS shall not be required to provide coverage for RCTA for the sole active negligence of RCTA. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the RCTA by the successful Proposer. In addition, the RCTA shall be named as an additional Loss Payee under any policy of Property and Vehicle Insurance.

Deductibles and Self-insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the RCTA. Payment of all deductibles and self-insured retentions will be the responsibility of CONTRACTOR.

Separate endorsements are required, naming the RCTA as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance and as Loss Payee under Vehicle Physical Damage coverage.

 The successful Proposer shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the RCTA.

Endorsements are to be received and approved by the RCTA before work commences. Should CONTRACTOR cease to have insurance as required during any time, all work by CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the RCTA is provided.

Original insurance certificates and endorsements are to be mailed or delivered to:

Redwood Coast Transit Authority
Attn: Joe Rye, General Manager
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtconsulting@gmail.com

WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the RCTA General Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

REJECTION OF PROPOSAL

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The RCTA may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The RCTA reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the RCTA, such information was intended to mislead the RCTA in its evaluation of the proposal, it will be cause for rejection of the proposal.

EVALUATION/AWARD OF CONTRACT

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

Proposals will be evaluated by a Selection Committee which may be made up of RCTA Board of Directors, RCTA Contract General Management Staff, various community members and/or agency representatives. In connection with its evaluation, the RCTA may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposal.

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

The RCTA reserves the right to reject any or all proposals, to waive any requirements, both the RCTA's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the RCTA to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; to award

the contract to other than the highest bidder; and to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the RCTA, thus insuring that the best interest of the RCTA will be served. Proposers past performance in the transit industry, and the RCTA's assurance that each proposer will provide service as proposed, will be taken into consideration when proposals are being evaluated.

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

The RCTA reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the RCTA, the proposer consents to such an inquiry and agrees to make available to the RCTA such books and records as the RCTA deems necessary to conduct the inquiry.

Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

- A. Proposer is an independent CONTRACTOR, not an employee, agent, or officer of the RCTA.
- B. If awarded, contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- C. Should proposer be awarded contract, CONTRACTOR shall not assign contract, or any part thereof, or any moneys due, or to become due thereunder without the prior express written authorization and consent from RCTA.
- D. Proposer shall hold the RCTA harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the contract.
- E. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Proposer to any officer, elected official or contract employee of the RCTA with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or

violation of this warranty, the RCTA shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the RCTA provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

- F. Proposer warrants that no contact (that could be construed, by any party to the process, as lobbying) with RCTA officials or representatives has been attempted, that could lobby RCTA officials and impact the award of this contract.

PROPOSAL PRICING GUIDELINES

CONTRACTOR shall provide proposed fees and cost information broken out by contract year as a part of this Request for Proposals using the RCTA-Provided Cost Evaluation format included here as “Proposal Forms 1.1 through 1.3. The RCTA Selection Committee will be evaluating cost proposals based upon the entire term of the contract. Fees submitted may be used as a basis of negotiation with the successful CONTRACTOR.

TERMINATION OF CONTRACT

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency’s (RCTA’s) best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a THIRTY (30) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a 30-DAY Right to Cure Notice, setting forth the manner in which the CONTRACTOR is in default. Should CONTRACTOR fail to resolve the default to the satisfaction of RCTA, a 30 Day Notice of Termination will be issued. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency (RCTA) that the CONTRACTOR had an excusable reason for not performing, such as a pandemic, fire/flood, or Act of God which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency,

after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

PROTESTS

Protests Prior to Proposal Opening.

Protests regarding any aspect of the attached materials and RCTA selection procedures must be submitted in writing (via mail or fax only) to the RCTA General Manager, 900 Northcrest Drive #134, Crescent City, CA 95531 - email: tmtpconsulting@gmail.com, by 5:00pm, PST, October 14, 2021. The RCTA General Manager will respond to these protests by October 18, 2021 with an addendum to this RFP, by express mail, email and/or fax. This action completes the pre-opening administrative protest remedy at the RCTA level.

Protests After Proposal Opening/Announcement of Award.

Protests regarding RCTA proposed selection of CONTRACTOR after proposal opening and/or award announcement must be submitted in writing (via mail, email) to the RCTA General Manager, 900 Northcrest Drive, #134, Crescent City, CA 95531 - email: tmtpconsulting@gmail.com, by 5:00pm, PST, November 23, 2021. The RCTA General Manager will respond to these protests by 11:59pm, PST, on November 30, 2021 by email. This action completes the proposal award announcement administrative protest remedy at the RCTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the RCTA level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is 5:00pm, PST, October 21, 2021. The deadline for submitting protests to Caltrans after opening/announcement of award is 5:00pm, PST, December 3, 2021.

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of RCTA's protest procedures or RCTA's failure to review a complaint or protest.

The protest filed with Caltrans shall:

- (1) Include the name and address of the protester.
- (2) Identify RCTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional

materials in support of an initial protest will only be considered if authorized by the FTA regulations.)

- (4) Include a copy of the protest filed with RCTA, and a copy of RCTA's decision, if any.
- (5) Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Rail & Mass Transportation
PO BOX 942874 – M.S. 39
Sacramento, CA 94274-0001

A copy of such protests should also be sent to:

Joseph Rye
RCTA General Manager
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtconsulting@gmail.com

RIGHT TO REQUIRE PERFORMANCE

The failure of the RCTA at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the RCTA thereafter to enforce the same. Nor shall waiver by the RCTA of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

OMISSIONS

The CONTRACTOR shall be responsible for providing all services, equipment, and functions which are necessary for the safe, reliable, efficient and well-managed operation of both fixed-route and paratransit systems for people with disabilities in compliance with the Americans with Disabilities Act, within the general parameters described in this RFP, consistent with established industry practices, regardless of whether those services, equipment, and functions are specifically mentioned in this RFP or not.

ETHICS IN PUBLIC CONTRACTING

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, CONTRACTOR agrees to the following:

CONTRACTOR shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Del Norte, and Crescent City laws and ordinances related to employment practices. This includes California's Minimum Wage Laws.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an Equal Opportunity Employer.

INCURRING COSTS

The Redwood Coast Transit Authority is not liable for any cost incurred by proposers in responding to this Request for Proposals.

TENTATIVE SELECTION SCHEDULE

- | | | |
|----|--------------------|--|
| A. | September 27, 2021 | RFP issued |
| B. | September 27, 2021 | Site Visit & Pre-Proposal Conference (Optional)
Zoom Call then Facility Tour -2:00 p.m.
Zoom will be offered, proposers are encouraged to visit RCTA in person if possible. Email in advance tmtcconsulting@gmail.com for zoom link. |
| C. | October 7, 2021 | Last day for submission of questions, 5pm via email |
| D. | October 11, 2021 | Issuance of addenda, if any |

- | | | |
|----|----------------------|---|
| E. | October 25, 2021 | Proposal submittal due date and time
5:00 p.m. California time |
| F. | November 12, 2021 | Proposer Zoom interviews/presentations, if required |
| G. | November 12-17, 2021 | Best and final negotiations |
| H. | November 22, 2021 | RCTA Board of Directors awards contract |
| I. | January 1, 2022 | Commence service, Contract Begins |



1.0 PROJECT OVERVIEW

1.1 *Introduction*

The Redwood Coast Transit Authority, a joint powers authority, currently provides under an Operations and Maintenance contract, the following public transit services:

Fixed-Route. A public transit service that currently consists of six total weekday routes (three on Saturday) serving Crescent City, including regional routes serving various communities in Del Norte County, Prairie Creek Redwoods State Park, and areas of Northern Humboldt County as far south as the City of Arcata.

Redwood Coast Transit Dial-A-Ride Service (demand response). ADA-mandated complementary door-to-door paratransit service operating within the Crescent City area for ADA-eligible individuals, plus a lightly used General Public Dial-A-Ride service covering the same Crescent City area, for NON ADA-eligible individuals at a higher fare.

1.1.1 *Term of Contract*

The successful Proposer will complete all applicable training requirements during the month of December 2021, commence operations on January 1, 2022 and operate and maintain the service for a five-year period ending on December 31, 2026. With approval of the RCTA Board of Directors, the contract may be extended unilaterally for up to two additional years, in one-year increments, at option year prices priced submitted as part of the Proposal response to this RFP, not negotiated in the future.

1.1.2 *Funding Availability*

Any contract resulting from this RFP will be financed primarily with funds available under Article 4.0 of the California Transportation Development Act (TDA). The contract for this service is contingent upon the receipt of these funds. In the event that funding from this source is eliminated or decreased, RCTA reserves the right to terminate any contract or modify it accordingly, including but not limited to service reductions.

This project is financed in part by funds from the Federal Transit Administration (FTA) disbursed through Caltrans. Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

The FTA Certification Forms are hereby included as Attachment 4. **CONTRACTOR will be required to complete the forms as part of the contract.**

1.2 General Instructions

1.2.1 Competitive Selection

This procurement shall comply with all applicable RCTA Procurement Policies and Procedures. The successful CONTRACTOR shall be selected by the RCTA Board of Directors based upon the recommendation of the Selection Committee. The Selection Committee may be made up of Board of Directors, contract General Manager staff, various community members and/or agency representatives, and any RCTA consultants or advisors selected by the RCTA to provide advice and/or evaluation of proposals. Members of this team will assess the responses to the RFP and participate in any interviews that may be conducted with selected Proposers.

Evaluation factors outlined in Paragraph 1.2.2 below shall be applied to all eligible proposers in comparing proposals and selecting the successful proposal.

The incumbent fixed-route and maintenance CONTRACTOR is First Transit. First Transit Crescent City (RCTA) employees are not organized into a union.

A proposer may be selected solely based upon the content of proposals received. Therefore, proposals should be submitted on the most favorable terms.

1.2.2 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by the RCTA's Selection Committee. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

Ability of CONTRACTOR to perform and experience or history with similar transit contracts, especially considering the remote location of RCTA. (25%)

Experience & qualifications of the assigned local and regional personnel. (35%)

Price proposal (this includes all information submitted on Forms 1.1 to 1.3). (25%)

Ability to support transit technologies, includes providing tech to RCTA. (15%)

The Committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

1.2.3 Compliance with California Labor Code Sections 1070 et seq.

CONTRACTOR and any subCONTRACTORS will be responsible for full compliance with California Labor Code Section 1070, et seq. The law establishes incentives to those submitting proposals for public transit service contracts, including those involving paratransit services that will retain qualified employees of the prior CONTRACTOR or its subCONTRACTOR to perform the same or similar work for a period of at least 90 days. These incentives protect against the significant economic dislocation of qualified public transit employees. Pursuant to

the law, the Proposer must declare in its proposal whether or not it and its subCONTRACTOR(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior CONTRACTOR or subCONTRACTOR(s), except for reasonable and substantiated cause, for a period of at least 90 days. **RCTA will give a 10% preference to any Proposer that declares that it will retain such employees.**

However, RCTA requires that no CONTRACTOR submit a bid that includes a reduction in salary and/or benefits for current RCTA CONTRACTOR employees. The successful CONTRACTOR will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three working days after the Agreement has been awarded, the prior CONTRACTOR and its subCONTRACTOR(s) shall provide to CONTRACTOR and its subCONTRACTOR(s) the name, address, date of hire, wage, benefit level and job classification of each employee employed at the locations covered by the prior CONTRACTOR's contract. RCTA shall notify the prior CONTRACTOR and its subCONTRACTOR(s) of the identity of CONTRACTOR and its subCONTRACTOR(s) as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, RCTA requires that upon the commencement of the Agreement and throughout the full term of the Agreement, that CONTRACTOR and its subCONTRACTOR(s) maintain a list of all employees providing the services required under the Agreement, which includes the information above and must indicate which employees were employed by the prior CONTRACTOR and its subCONTRACTOR(s), if any. CONTRACTOR and its subCONTRACTOR(s) must also maintain a list of all employees of the prior CONTRACTOR and its subCONTRACTOR(s) that were not retained by CONTRACTOR or its subCONTRACTOR(s), and such list must indicate the reasons why such employees were not retained.

Upon request from RCTA, CONTRACTOR and its subCONTRACTOR(s) must provide a list of all employees providing the services required under the Agreement to RCTA within 10 days of such request. RCTA has the ability to request such lists throughout the term of the Agreement.

CONTRACTOR shall be responsible for defending, and shall hold RCTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by CONTRACTOR's own employees, the employees of its subCONTRACTOR(s), or employees of the prior CONTRACTOR or its subCONTRACTOR(s), arising from or related to the terms and conditions of employment of employees hired to work for CONTRACTOR as of the effective date of this Agreement. Notwithstanding any other provision of this Agreement, no cost of liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to CONTRACTOR or claim

or liability for which CONTRACTOR is entitled to indemnification or reimbursement from RCTA. CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior CONTRACTOR, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Agreement.

RCTA shall have the right, in its sole discretion, to reject or require the removal either temporarily or permanently, by notice to CONTRACTOR, any operator furnished by CONTRACTOR, including any operator previously furnished by CONTRACTOR and accepted by RCTA. With respect to the service provided under this Agreement, CONTRACTOR shall promptly remove any operator not acceptable to or rejected by RCTA.

1.2.4. Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of one-hundred twenty (120) days subsequent to the submission deadline.

1.2.5 Compliance with Section 13(c) of Federal Transit Law (49 U.S.C. 5333.)

Proposers are hereby notified that RCTA receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any “project” that RCTA initiates that uses the federal mass transit money. **RCTA’s current incumbent CONTRACTOR (First Transit) employees are not organized at this time.** For covered employees, this includes: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or his job is eliminated; and (d) providing paid training.

No provision of the CONTRACTOR's Agreement will require CONTRACTOR to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any “project” as defined by the Section 13(c) agreements to which CONTRACTOR hereby agrees to be bound. The section 13(c) agreement requires the RCTA to preserve and continue existing collective bargaining agreements, subject to any negotiated changes, and to staff positions for the operation of service in compliance with the 13(c) agreements. CONTRACTOR will be responsible for defending, and shall hold RCTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreement (including alleged worsening of their employment conditions), whether made by CONTRACTOR’s own employees, the employees of its subCONTRACTORS, employees of any former CONTRACTOR of RCTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter. A copy of the existing 13(c) agreement is available from RCTA upon request.

Notwithstanding any other provision of the Agreement, no cost or liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to CONTRACTOR or a claim or liability for which CONTRACTOR is entitled to indemnification by RCTA.

1.2.6 Contract Incorporation

Proposer should be aware that the contents of this RFP, plus the successful proposal, the "FTA Grant Contract Provisions" (included here as ATTACHMENT 1) as well as the RCTA “Professional Service Agreement” (included here as ATTACHMENT 2) shall become a part of the subsequent contractual documents. The terms and conditions defined in this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the RCTA. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the RCTA as a result of a proposer’s failure

or refusal to execute a contract with the RCTA, if awarded the contract, may be recovered from the CONTRACTOR.

1.2.7 Negotiations

The RCTA reserves the right to negotiate all elements which comprise the proposal.

1.3 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive. Prefacing the proposal, the proposer shall provide an Executive Summary giving in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- Provide a Cover Letter that identifies the firm, address, phone number and contact person of the firm. The Cover Letter should also include acknowledgement of all Addenda (Form 1.4 is provided for this purpose.).
- Provide a statement that the proposal is valid for a minimum period of one-hundred twenty (120) days subsequent to the RFP closing date.
- Provide all information requested in sections 1.3.1 and 1.3.2 below.
- Provide proof of required insurance either in the form of a Certificate of Insurance(s) or in the form of a commitment letter from an insurance company or licensed insurance agent.
- Complete and submit, along with proposal, the appropriate Certification forms including, but not limited to, Attachment 4A: Certification of Restrictions on Lobbying; Attachment 4B: Certification Regarding Financial Contributions; Attachment 4C: Clean Air-Clean Water Certification; Attachment 4D: Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion; Attachment 4E: Disclosure of Lobbying Activities Standard Form LLL.
- Proposal Form 1.5 “DBE Good Faith Effort Forms”
- Submit detailed fee schedules and proposal costs using the RCTA-Provided Cost Evaluation format included here as PROPOSAL FORM 1.1 to 1.3 – REDWOOD COAST TRANSIT COST COMPARISON TABLES.
- Execute and submit acknowledgment of any amendments pursuant to this RFP.

1.3.1 Ability to Perform and Meet Requirements of the RFP

The proposer shall provide sufficient information to enable the selection committee to evaluate the proposer's ability to perform and meet the requirements of this RFP.

Such information shall include, but not be limited to, the following:

- Describe your industry experience providing rural public transportation contract services similar to Redwood Coast Transit. Describe how your organization will deploy resources to support this remote operation, including any nearby contracts or resources that will be advantageous to RCTA.
- Describe your approach, capacity, and management philosophy for system operation.
- Include detailed wages and benefit(s) scales (including by seniority) to meet and/or exceed RCTA's minimum salary scale included herein as Attachment 7. RCTA has struggled historically to recruit, hire, and retain employees, and RCTA seeks wages that attract the region's top talent and reduce attrition.
- Describe your hiring/screening procedures for the selection of professional bus operators. Describe your professional bus operator's classroom and behind-the-wheel training and support personnel training programs. Describe your on-going safety program.
- Develop a communication skills program to be implemented by the CONTRACTOR to facilitate improved inter-personal communications between office, drivers and riders during Redwood Coast Transit operations.
- Describe your supervisory and dispatch operation, and how communication flow in this area. Provide samples of forms to be utilized in this effort. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports. Describe what technology, if any, you bring to RCTA operations and how you will train existing staff on mastering the new technology.
- Provide methodology for data collection, record keeping, and reporting to meet the data reporting requirements of RCTA and its funding partners. Describe how daily, weekly, and monthly route level data, including boardings by route, by fare type, and productivity by route will be gathered and reported.
- Provide *detailed staffing information* and anticipated daily functions of the Operations/Safety/Training Manager, and all proposed operations and managerial personnel. Describe how proposer will deploy the new fueler/utility/janitorial position and the required Personal Protection Equipment and chemicals and supplies required to effectively and safely deep clean buses.
- Describe your proposed method of fare collection, including security, accounting, and cash handling procedures. Historically, Redwood Coast Transit has required the CONTRACTOR to secure, and then deposit fares directly into their revenue account, documenting fares on the daily ridership reports and on the monthly service billing/reports, then showing a summary credit on the monthly invoice for total fares received. RCTA is satisfied with this arrangement and prefers it continue.
- Describe your approach and staffing strategy for bus cleaning and bus stop cleaning. Describe your vehicle cleaning procedures. The CONTRACTOR is

responsible for interior and exterior bus cleaning and the newly created fueler/washer/utility position will perform these tasks daily including, 140 Williams Drive (operations/maintenance building) maintenance and janitorial, bus stop janitorial (routine), bus shelter maintenance and other duties. Include staffing plan, frequency per day and per vehicles, equipment, personnel ratio for the number of vehicles, and detailing process and schedules. Provide a sample schedule and checklist. Note that CONTRACTOR is also required to provide landscaping services for RCTA's 140 Williams Drive M&O Facility.

- Describe your firm's approach to Maintenance and proposed level of maintenance staffing – including professional development of maintenance staff, the minimum mandatory certifications for the Mechanic/Tech in Charge positions and the additional and ongoing training that will be provided to enable the Mechanic/Tech in Charge to meet the challenges of both vehicle maintenance and the wide variety of administrative duties that is expected of this position at Redwood Coast Transit. The critical position combines the skills of an "A Mechanic" with the managerial skills of a Maintenance Manager.
- Describe your Mechanic/Tech in Charge's experience and certification with vehicles of the type that RCTA features (cutaways), and other desired experience, including wheelchair lifts and ramps, electronic headsigns, AVL Systems, video surveillance systems, and other transit technology equipment.
- Describe if/how your Mechanic/Tech in Charge will obtain ASE certification which recognizes those Transit Bus technicians who demonstrate knowledge the skills needed to diagnose, service, and repair various systems on transit buses. ASE's Transit Bus Test Series includes eight certification exams: Diesel Engines (H2), Drive Train (H3), Brakes (H4), Suspension and Steering (H5), Electrical/Electronic Systems (H6), Heating Ventilation and Air Conditioning (HVAC) (H7), and Preventive Maintenance and Inspection (PMI) (H8).
- Considering current Redwood Coast Transit fleet size and composition, and daily service hours, develop a maintenance staffing strategy for the future, including how the new fueler/washer/utility position may support maintenance.
- Describe the approach to provision of bus stop amenity cleaning and repairs.
- Provide procedures you propose to ensure that the RCTA Contract General Manager is kept constantly informed of project developments. Describe what aspects of project operations will be monitored, how, and with what frequency. RCTA requires the CONTRACTOR to provide Paratransit Scheduling Software, a GTFS-RT capable AVL/CAD system, an automated phone system, and is open to additional technologies that will elevate the reliability of RCTA services and help with the challenges of remotely managing RCTA services.
- Proposers should describe how your firm will develop a program to equitably share the incentive monies obtainable by meeting or exceeding performance criteria contained in section 2.9.9 of this RFP with drivers and dispatchers.
- Describe how proposer will provide mobility for drivers shuttling between the Operations and Maintenance Facility at 140 Williams Drive Cultural Center or

any other locations where on-street relief can be performed. Please identify any non-revenue shuttle vehicles (quantity and type) that will be provided.

CTSA Programs

- Currently, ADA Eligibility Determination is one of two CTSA Program conducted by RCTA staff with support from the operations CONTRACTOR. Proposals shall include separate pricing for this function, as RCTA receives separate funding to support these programs which may someday end. CONTRACTOR fields calls, refers inquiries to the website for downloading of paper applications, prints and hands out paper applications as needed, then receives completed application and enters applicant data into paratransit scheduling software and GetGoing, RCTA's ADA Eligibility and Travel Training software. RCTA then conducts the eligibility determination process. CONTRACTOR then receives notice of completed determination, updates software and sends out letter of determination, followed by contacting applicant to arrange a fare-free visit to the RCTA M&O Facility for creation of photo ID. During the pandemic, RCTA received on average 1 ADA application per month, requiring an hour or so of CONTRACTOR staff time for data entry. This is projected to increase to 4-5 applications per month post-COVID.
- Travel Training is led by CONTRACTOR, with support from RCTA. CONTRACTOR proactively will conduct group outreach and speak to members of the community about the program, scheduling both group and individual training sessions. Training sessions will cover schedule reading, finding home bus stop, how to complete a trip, transferring, signaling bus driver to stop, paying proper fares, buying passes, etc. RCTA supports program by creating brochures and webpages for distribution to the public. This program was deferred during the pandemic. Once pandemic abates, RCTA expects 2 group training sessions per week in warm months, and 1 per week in winter.
- Potential additional CTSA programs. RCTA is considering future CTSA programs that may require CONTRACTOR participation. Programs could include shared maintenance, special charter-type trips for local non-profits, vehicle sharing, volunteer driver, etc. CONTRACTOR should assume and include in their proposals the ADA Eligibility and Travel Training programs, and provide a per-revenue-hour cost for potential future CTSA programs that involve RCTA CTSA vehicles and/or CONTRACTOR Staff. Proposers must include a per-hour rate for additional CTSA transportation services that may be offered in the future, such as charter operations, assuming such CTSA services occur during regular RCTA business hours.

This RFP requires that a fully detailed transportation services Transition and Implementation Plan be included with each proposal. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth transition and start-up of the service to be operated by the CONTRACTOR. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program. MS Project is a preferred format.

1.3.2 Experience and Qualifications of the Firm and Personnel

Provide a brief description of your firm's operation, including its organizational structure and management of project.

Identify by name (if available) and title all proposed non-driving staff. Identify if position will be full or part-time and if individual will be located on or off site.

Positions that MUST be named include:

General Manager, Operations/Safety Manager, and the Mechanic/Tech in Charge

For each position named, provide the following:

- Resume (of individuals identified in the proposal)
- Qualifications
- Training, including accreditation
- Any other information deemed relevant

Identify by title, scope of duties, and provide proposed wage levels for the entire proposed staff to be dedicated to the Redwood Coast Transit contract. Please provide in an organizational chart format or similar, showing chain of command and scope of duties. The staffing plan will be a significant consideration in the evaluation of each proposal. NEW Fueler/Washer/Utility/ position will replace existing outsourced bus interior cleaning contract: this position must provide daily interior deep cleanings, plus exterior cleanings, fueling, and bus stop and Williams Drive building janitorial duties. CONTRACTOR shall provide all chemicals and equipment needed for the daily bus interior deep cleaning task, including but not limited to Ozonator or similar type vehicle deep disinfectant systems.

Describe in detail the firm's experience in providing contracted fixed-route services and demand-response services. List three to five (3-5) of your firm's existing contracts for projects similar to that proposed by Redwood Coast Transit. For each listing, provide the following:

- Name of the Transit Agency
- Name of contact person, title, and phone number
- Term of contract
- Number of vehicles
- Number of annual revenue hours
- Annual ridership
- Contract amount

1.3.3 Reasonableness of the Price Proposal

Firm fixed prices per month and firm prices per revenue hours are requested for the term of the Contract and each of two potential one-year extensions.

Proposers must present proposals on maintenance and daily management of all modes, including CTSA. RCTA seeks proposals that maximize economies of scale.

CONTRACTOR is to submit a firm fixed price per month and a firm, fixed rate per service hour (revenue hours plus fixed route dead head hours as defined on page 9) for the operation of both the fixed route and demand response services and the provision of maintenance (including parts and labor) for fixed-route, paratransit and CTSA programs. The individual fixed and variable rate components are identified on Proposal Form 1.1. The combined rate will be the CONTRACTOR's total cost to operate the vehicles and provide maintenance for fixed route, paratransit, and CTSA programs in accordance with the Scope of Service. The cost of insurance should be identified separately. The RCTA pays for all fuel, and major repairs (defined as engines, transmissions, and differentials and any powertrain component exceeding \$5000 in repair costs, inclusive of parts and labor) for revenue vehicles, (with the exception of warranty and accident repairs), provided that the repairs are not required due to CONTRACTOR negligence. The firm fixed-rate per service hour shall remain unchanged during the entire period of Contract Year.

Proposers should formulate and base their prices as per the information (projected hours) in Section 2.1.3 of the Scope of Services.

Proposers shall justify their pricing by submitting their overall costs and staffing plan using the RCTA-provided PROPOSAL FORMS 1.1 to 1.3.

2.0 SCOPE OF SERVICES

2.1 *Service Description*

2.1.1 **Purpose**

The RCTA provides fixed route throughout Del Norte and Northern Humboldt Counties and demand response (including ADA Paratransit) within the Crescent City Limits. Demand response outside of Crescent City is avoided by offering “deviations on demand” up to $\frac{3}{4}$ mile off corridor on RCTA’s Routes 20 and 199, which are the regional routes.

The RCTA currently contracts with First Transit for all daily bus operations, plus CTSA support duties. First Transit contracts with Palm Industries for nightly intensive vehicle cleanings (COVID-19). Separate contracts (administered by RCTA) are possible in the future for bus stop janitorial, and/or other functions.

Redwood Coast Transit reduced service by over 30% in April 2020 in response to the COVID-19 pandemic. Approximately 50% of the cuts are being reinstated in early October 2021. As of October 2021, RCTA currently features six (6) different fixed routes operating on headways from sixty (60) minutes to two (2) trips per day, from 6:05am to 7:42pm Monday through Friday, with (3) fixed routes operating on Saturdays from 6:05am to 7:42pm. The fixed route service currently requires four

(3) buses for the supermajority of the service day, with a fifth (5) bus utilized in the late afternoon/early evening, and a sixth bus (6) running at bell times schooldays only (Route 300). Most activity shuts down at 6:00pm, with only Route 20 continuing to operate (until 7:42pm). Route 300 operates on schooldays only to provide school bell capacity service. RCTA has already approved the reinstatement of 3200+ annual revenue hours (most Saturday Services, plus last hour of CC Local routes). These hours are assumed to be reinstated for purposes of BASELINE CONTRACT HOURS. The current (August 2020) Redwood Coast Transit fixed route revenue hours consists of:

	Daily Revenue Hours	Daily Deadhead Hours	Service Days	Annual Service Hours
2021 RFP Baseline Hours (Fixed Route & DAR)				
Oct 2021 Weekdays (incl 300) Actuals	50	4.5	250	13625
Assumed Restored Weekday Last Hour CC Locals	2	0	250	500
October 2021 Restored Saturdays (minus 199)	38	3.5	57	2365.5
Sundays & 6 (New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas) Holidays	0	0	0	0
Totals				16,491
251 weekdays & 56 Saturdays is an approximation, varies per year				

The above figure is the baseline contract hours for bidding purposes. Please See Appendix D (website referral), for the October 2021 Redwood Coast Transit Bus Brochures, with current timetables/routes.

For the sake of the hours forecast for this contract, CONTRACTORS should assume the Current October 2021 service levels PLUS Board-approved service reinstatements (see above). RCTA honors six (6) Holidays with NO SERVICE: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas Day. RCTA operates SATURDAY Service on the following (4) four minor-Holidays: MLK Day, President's Day, Columbus Day, and the day after Thanksgiving. **This leaves a BASELINE ANNUAL FIXED ROUTE and Dial-A-Ride SERVICE HOURS (Revenue plus Deadhead) total of 16,491.**

In Fiscal Year 2019-20, Redwood Coast Dial-A-Ride covered 20,185 total revenue miles and 1817 total revenue hours. Once the COVID-19 pandemic recedes, it is expected that RCTA DAR will provide a similar amount of annual revenue hours as prior to the pandemic in FY 2019-20.

The RCTA's required Americans with Disabilities Act (ADA) Complementary Paratransit Service and General Public Dial-A-Ride (same day and GP trips are both on a space-available basis ONLY, no standby drivers are utilized to meet this

demand) operates parallel with all local Crescent City fixed route service, during the same general 7am-6pm service span, and is generally called DIAL-A-RIDE. The RCTA requires all users of Redwood Coast Transit Dial-A-Ride to establish eligibility by submitting a paper application self-certifying to RCTA prior to admission to the system. This is primarily due to the different fares charged, as non-ADA-eligible patrons pay a \$5 fare, whereas ADA-eligible patrons pay the reduced \$1.50 fare. Redwood Coast Dial-A-Ride operates within the Crescent City area ONLY, as regional ADA paratransit responsibilities are met by providing advance scheduled deviations off of the regional routes up to $\frac{3}{4}$ mile to pick/drop an ADA-eligible patron upon request.

Fleet

RCTA provides a variety of sizes, brands, and configurations of bus types in its fleet for the service provided under this contract. See Appendix B for complete information on the RCTA fleet, including manufacturer, type, and mileage as of August 2021. All buses are wheelchair accessible and operate on clean diesel fuel or gasoline. The RCTA pays for major repairs (unless due to CONTRACTOR negligence including deferred maintenance) as defined herein (single issue over \$5000, except warranty and insurance parts, provided that the repairs are not required due to CONTRACTOR negligence) and fuel for the revenue vehicles, and fuel is obtained at 1089 US Highway 101 N, Crescent City, CA (C. Renner Petroleum). The RCTA yard is approximately 0.3 miles away from the fuel station.

The CONTRACTOR will manage all service (operations or operations and maintenance) functions from the RCTA's Operations and Maintenance Facility located at 140 Williams Drive, Crescent City, California. This RCTA facility is leased to the occupying Operations and Maintenance CONTRACTOR (See Appendix D) and consolidates almost all Redwood Coast Transit activity into one centralized location. The Redwood Coast Transit Operations and Maintenance Facility is located about 1 mile from the Cultural Center Transit Hub where most routes enter into and exit revenue service.

The CONTRACTOR must obtain and keep current all required licenses and permits to operate Redwood Coast Transit within the scope of this contract service.

2.1.2 Service Area

The Redwood Coast Transit service covered by this contract encompasses a large area, ranging from the Lucky 7 Casino north of Smith River (just south of the Oregon Border) to the Arcata Transit Center in Central Humboldt County, and as far east as Gasquet, operating six days per week from 6:05 a.m. to 7:42 p.m. RCTA reinstated 3000+ annual hours of revenue service in October 2021, returning RCTA to six-day per week service on most routes (Mon-Sat).

In Fiscal Year 2019-20, Redwood Coast Transit Fixed Route covered approximately 369,873 revenue miles and 16,942 revenue hours. This represents six (6) routes all operating Monday through Friday, (3) Routes operating Monday-

Saturday, slightly below current service after the Board-approved October 2021 COVID-cut service restoration.

In Fiscal Year 2019-20, Redwood Coast Dial-A-Ride covered 20,185 total revenue miles and 1817 total revenue hours.

The population of the Del Norte portion of the service area is 27,812.

2.1.3 Adjustment to Service

Except as otherwise stated specifically in this RFP, Redwood Coast Transit reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing overall revenue hours.

In the event that actual annual revenue hours fall below ninety percent (90%) or exceed one hundred ten percent (110%) of the total Baseline annual revenue hours (see 2.1.6 section “d”), the CONTRACTOR or the RCTA reserves the right to negotiate a revised unit cost per revenue hour or a revision of the monthly fixed rate.

2.1.4 Revenue Hours

Revenue hours are presently as follows:

Monday – Friday	6:05 a.m. – 7:42 p.m. (6 routes plus DAR)
Sat -Sundays	6:05 a.m. – 7:42 p.m. (3 routes plus DAR)
(CC Local Routes and DAR conclude at 6pm weekdays, 5pm Sat.)	

CONTRACTOR will be expected to provide dispatch service from 30 minutes prior to daily service initiation until 30 minutes after service ends to ensure all runs are supported. Exact hours of operation are subject to change. CONTRACTOR shall submit a dispatch & supervision staffing plan as part of their proposal.

2.1.5 Holiday Schedule

Redwood Coast Transit reserves the right to operate modified schedules as it deems appropriate in conjunction with holidays or other extenuating situations, with one week notice to the CONTRACTOR. The modified schedules will in no way alter the Contract, nor will be considered an adjustment to service, nor will it result in compensation either to the CONTRACTOR or to RCTA.

There will be NO SERVICE on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

There will be SATURDAY SERVICE on the following holidays:

- Martin Luther King Jr. Day
- President's Day
- Juneteenth (June 19th) – new holiday for 2022
- Columbus Day
- Day after Thanksgiving (Friday)

2.1.6 Description of Service

a. Fixed Route System

Redwood Coast Transit's fixed-route system consists of six routes on weekdays, three routes on Saturdays and operates on a timed-transfer system at the Cultural Center in Crescent City, and also has timed transfer connections with Curry Transit in Smith River and Greyhound in Arcata (as part of the Greyhound Interline Partnership Project (see additional information below). The route and schedule guides are attached as Appendix C. Three buses operate during most daytime hours with a fourth bus added on schooldays at bell times, and in the late afternoon/early evening.

Saturday Service was restored in October 2021. There is no Sunday Service.

Please see Redwood Coast Transit Bus Brochure, Appendix C (and available at www.redwoodcoasttransit.org) for full timetables.

b. Demand Response (Dial-A-Ride)

Redwood Coast Transit Demand Response service (Dial-A-Ride) provides both ADA Paratransit and General Public Dial-A-Ride service to meet all ADA paratransit service requirements and to provide a “premium” demand response service (at higher fares) to persons who do not qualify under ADA paratransit eligibility standards. Both the ADA Paratransit and the General Public Dial-A-Ride are constrained to the Crescent City area, as RCTA's regional fixed routes feature route deviation for qualified ADA riders who call ahead at least 1 day in advance. This meets FTA review and allows RCTA to control costs. Revenue service for RCTA Demand Response service begins with the first passenger pick-up on a bus and ends at the time the last passenger is dropped off, on a per vehicle billing basis. Revenue service does not include lunches. Deadhead from yard to first pick up, and from last drop off to yard is reported by CONTRACTOR and paid by RCTA. Redwood Coast Transit Demand Response operates the same hours as Redwood Coast Transit's Crescent City Local fixed route (7am to 6pm, currently, will be 7am to 7pm by 2022 when additional COVID cuts are restored).

CONTRACTOR is authorized to have only as many vehicles in Dial-A-Ride service at a given time as service demand requires. However, **in no event will the total annual Dial-a-Ride vehicle revenue hours billed to the RCTA exceed 2,500 without prior written authorization by the RCTA General Manager.** Dial-A-Ride service shall be operated in strict accordance with the operating days and hours, and service areas set forth by RCTA in the current REDWOOD COAST TRANSIT Riders Guide and information brochures, attached hereto as Appendix C and located on the RCTA website. As of August 2021, at no time are more than 2 Dial-A-Ride vehicles in revenue service at the same time.

CONTRACTOR shall respond to telephone requests for Dial-A-Ride service on a “real time” demand-response basis in accordance with RCTA service standards stated herein.

CONTRACTOR shall accept next day reservations and reservations up to three (3) days in advance from passengers who qualify for ADA Complementary Paratransit Service in accordance with the Americans with Disabilities Act (ADA) and USDOT regulations. Reservations for ADA eligible persons shall have priority over all other General Public Dial-A-Ride trips.

CONTRACTOR shall accept “subscription service” reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request each trip); however, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during any given hour of the day.

c. Greyhound Interline Partnership Project

RCTA has a contract with Greyhound to have Route 20 act as a “Greyhound Interline Service”. This arrangement allows passengers, baggage, packages, and freight to move unencumbered between Greyhound and RCTA routes. This includes the ability to sell a single ticket or waybill to be used for travel or shipment on more than one carrier, the authorization to issue tickets for transportation of passengers and baggage by the other Party, and the acceptance of tickets and waybills for transportation from the other carrier’s system. RCTA sells Greyhound tickets to the riding public at the 140 Williams Drive Operations Facility, and may begin to provide Greyhound Package Services in the future. CONTRACTOR shall keep all records of all Greyhound transactions and staff time expended on the Greyhound Interline Partnership. This will assist RCTA in evaluating the value of the Partnership. The Greyhound Interline Partnership is a very small aspect of RCTA daily duties, and may be discontinued in the future, as ridership has lagged and Greyhound has reduced services significantly to the Arcata terminal.

d. CTSA Services and Special Event Services

RCTA became the CTSA (Consolidated Transportation Service Agency) for Del Norte County in 2019. RCTA launched two initial programs under the CTSA designation: ADA Eligibility Determination and Transit Travel Training. Both programs require some CONTRACTOR support, with the Travel Training program requiring the most CONTRACTOR effort. ADA Eligibility is led by RCTA with CONTRACTOR clerical support. Transit Travel Training is led by CONTRACTOR with RCTA marketing support. It's likely that RCTA will expand the CTSA to include additional programs in the future, including services such as charter-like programs, shared vehicle programs, volunteer drivers, shared maintenance, or even health/medical related long-distance services. **CONTRACTOR shall provide a firm revenue-hour rate that RCTA can use to price services.**

The CONTRACTOR from time to time may be required to provide **special event and marketing-related services**. Special event services may vary from year to year. Special event and marketing event services shall be billed at no more than the fixed route revenue hour rate, subject to RCTA approval.

e. Total estimated hours and miles for the above services are:

	<u>Baseline October 2021 Service Hours (R+DH)</u>	<u>Revenue Miles</u>
Fixed-Route/Regional	14,674	369,873
Dial-A-Ride Paratransit	1,817	20,185
CTSA Programs	0	0
Baseline Totals Contract	16,491	390,058

2.1.7 Schedules

The CONTRACTOR shall provide Redwood Coast Transit services in a safe, courteous, reliable manner, and in accordance with trip schedules provided by RCTA (see Appendix C). RCTA representatives shall from time to time ride in RCTA-furnished, CONTRACTOR-operated vehicles, with or without prior notice to the CONTRACTOR, to ensure compliance with this Contract.

CONTRACTOR will operate Fixed Route Bus Services as specified by RCTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current Redwood Coast Transit Riders Guide,(see Appendix C), or any revisions thereto, and shall provide such service in a safe, professional and courteous manner. RCTA schedules will be designed to provide for California-required meal and rest periods. However, RCTA will NOT be responsible for any penalties incurred for not meeting California standards.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary for the following reasons:

(1) To respond to telephone requests on an advance reservation basis to deviate from a designated regional route within Del Norte County as required to meet the needs of persons eligible for Americans with Disabilities Act (ADA) Complementary Paratransit Service; and,

(2) To avoid hazardous road conditions, construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify RCTA of such hazard or obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary. **RCTA operates in a volatile climate, especially in winter, and detouring is sometimes required.**

In the event that a Redwood Coast Transit route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to RCTA review and approval, to restore on-time performance.

2.1.8 Fares

RCTA establishes Redwood Coast Transit's fare structure and array of fare media. Redwood Coast Transit currently features (effective August 25, 2020) the following fare structure:

- \$1.25 for adults on Crescent City Local Routes
- \$0.60 for seniors/disabled on Crescent City Local Routes
- \$2.00-10.00 for adults on Regional Routes
- \$1.75 per one-way trip for Dial-A-Ride for ADA-Eligible Riders
- \$5.00 per one-way trip for Dial-A-Ride for the General Public

Monthly and mobile phone passes are available. RCTA does not feature electronic validating fare boxes in its buses. Drivers currently sell and validate passes on board, which tends to slow routes but enhances rider convenience. RCTA is working towards a staffed-kiosk at the Cultural Center that will support pass sales and will be staffed by CONTRACTOR during business hours. All proposers shall plan to staff (dispatch from) this future facility.

2.2 Drivers

2.2.1 Qualifications/Standards

The CONTRACTOR shall conduct an adequate background check on each Redwood Coast Transit driver to ensure all drivers meet the following standards and are qualified to perform Redwood Coast Transit transportation services:

- All operators must be employees (full or part time) of the CONTRACTOR. The CONTRACTOR may not sub-contract with individuals to execute trip assignments.

- Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, VTT (fixed-route) and current possession of a Class A or B license.
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years.
- Ability to read, write, and speak English.
- Sensitivity to passengers' needs. Redwood Coast Transit seeks drivers who are good with people and are ambassadors of the transit system.
- Must pass Federal Drug and Alcohol Testing regulations (see Appendix B).

2.2.2 Training

Should a change in CONTRACTORS occur as part of this RFP process, RCTA shall offer one training course at the startup of the contract for incoming CONTRACTOR's trainers and supervisors to instruct them in Redwood Coast Transit's policies and procedures. After the initial training course, CONTRACTOR shall be responsible for all aspects of training, including the provision of and payment for the required training of new hires, and retraining and recurrent training of existing employees.

The CONTRACTOR shall be required to have an Operator Development Program in place to address all operator related training needs. The RCTA shall inform the CONTRACTOR in writing of any changes in operating procedures; the CONTRACTOR will be solely responsible for any retraining that is needed as a result of changed procedures.

Written documentation of all training, retraining, and recurrent training, shall be maintained by the CONTRACTOR and furnished to the RCTA General Manager upon request.

All training programs shall be subject to RCTA approval.

CONTRACTOR must provide an orientation and training plan outlining how drivers with recent transit bus operating experience shall be trained in Redwood Coast Transit operations in order to ensure that these new experienced drivers are trained to an equivalent level as the new trainee program required below in 2.2.2 "a" and 2.2.2 "b."

Any drivers hired by CONTRACTOR who do not have recent transit bus operations experience, defined as experience in the last 2 years, must complete, at a minimum, the following training:

- A minimum of fifty-six (56) hours of training per driver, of which at least twenty (20) hours shall be behind the wheel of a vehicle, including at least (16) hours of Redwood Coast Transit system & route training. This training must be completed before a driver can enter unsupervised passenger revenue service.

- Within this required training period, CONTRACTOR shall instruct drivers in at least eight (8) hours of defensive driving training, (4) hours of RCTA transit technology training, and (3) three hours of disability awareness sensitivity training, which includes ADA regulations and procedures; a half hour (.5) of sexual harassment training; plus five (5) hours of passenger control/difficult passenger training. Prior to release into solo revenue service, all CONTRACTOR drivers must display competency in all of the above training topics; RCTA reserves the right to review all training materials, and monitor training sessions. The CONTRACTOR shall arrange and pay for this training.
- CONTRACTOR shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of special Department of Motor Vehicles transit operator training, including eight (8) hours of recurrent “transit certificate” training.
- The cost of driver's wages during all training shall be borne by the CONTRACTOR.
- CONTRACTOR shall be required to ensure all operators and dispatch staff are aware of proper customer communication practices required for polite customer assistance.
- CONTRACTOR shall ensure all operators complete training prior to their operation of an in service bus. The CONTRACTOR will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate skills.

2.2.3 Uniform Specifications and Appearance Standards

a. Uniform Specifications

The CONTRACTOR shall develop a dress code which will be subject to RCTA approval. Such dress code will feature, at a minimum both shirt/blouse and slacks (standardized dress shorts permitted with RCTA approval). Drivers shall wear name tags clearly displaying their names at all times while performing their duties. Uniforms shall clearly display (separately) both the name of the contracting firm and of Redwood Coast Transit. Each driver shall have an accurate time piece available and in clear sight at all times during vehicle operations. It shall be the CONTRACTORS responsibility to produce and attach the Redwood Coast Transit logo to all driver uniform shirts and ensure they are displayed prominently while drivers perform their duties.  RCTA to supply logo.

Consideration for safety must be applied to all dress code components.

b. Appearance Standards:

General Appearance: At all times while on duty, drivers shall be well groomed, clean and in complete uniform. Drivers shall conform to the following standards of appearance at all times while on duty or when in

uniform. All drivers must be neat in appearance, clothing/uniform clean, shoes clean and closed toed, hair clean and neatly cared for. No colognes or perfumes are allowed on drivers and office staff while performing duties.

2.2.4 Removal

The RCTA may require the CONTRACTOR to immediately, pending investigation, remove any driver from Redwood Coast Transit revenue service for any one of the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California driver's License or Conviction of any felony criminal offense.
- Unacceptable customer service as reported by customers, other drivers, or directly observed by RCTA staff or agents thereof.
- Operators not in the approved uniform.
- Any other behavior that is either unlawful or unsuitable as determined by RCTA.

RCTA will provide this request in writing, including the reasons for the removal.

2.3 Personnel

The Operations and Maintenance CONTRACTOR shall furnish a General Manager, Operations/Safety Manager, all operators, dispatchers, road supervisors, administrative personnel, Mechanic/Tech in Charge, maintenance support, fueler/washer/utility, and other personnel necessary for providing the Redwood Coast Transit's services in accordance with this Contract.

Redwood Coast Transit reserves the right to review the resumes of management personnel assigned to this Contract. The CONTRACTOR's Designated Representative shall communicate regularly and meet as often as feasible with RCTA's General Manager.

As part of this proposal, CONTRACTOR shall submit a five-year wage scale that meets or exceeds minimum driver and non-driver wages and benefit packages that are currently offered to each of the above employment classifications upon contract commencement. See Attachment 7 for RCTA required minimum wages and benefits.

2.3.1 Required Management Personnel

CONTRACTOR shall designate and provide the services of a full-time General/Project Manager, subject to the approval of RCTA, who shall provide overall management and supervision of REDWOOD COAST TRANSIT public transit operations under the terms of this AGREEMENT. The General/Project Manager must have a minimum of four years of experience in public transportation

operations including at least two year's supervisory experience or other relevant qualifications and experience pursuant to approval by the RCTA board. A bachelor's degree in a related field from a four-year college may substitute for four years of transportation experience and one year of supervisory experience.

The General/Project Manager must have completed the Transit and Paratransit Management Certificate Program sponsored by CalACT, Caltrans, Access Services, currently offered through the University of the Pacific, or a similar certification or degree program. Alternatively, the General Manager may enroll in such program and complete the certificate requirements within 15 months following hire, with approval by the RCTA General Manager. CONTRACTOR shall pay the cost of participation in the certificate program, or approved alternative.

The CONTRACTOR General/Project Manager shall work cooperatively on a daily basis with RCTA's General Manager in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from Redwood Coast Transit passengers and the general public, and responding to specific requests for other assistance as the need arises.

The RCTA maintains the right of approval of any change in personnel at the General/Project Manager level prior to any change. Should CONTRACTOR change General/Project Manager (or equivalent) without RCTA approval, RCTA shall withhold \$10,000 of payments otherwise due to CONTRACTOR as liquidated damages from CONTRACTOR. Should the services of the General/Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to RCTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General/Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. RCTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement General/Project Manager.

The CONTRACTOR shall provide a full-time Operations/Safety Manager dedicated solely to this contract, to provide backup to the General/Project Manager. CONTRACTOR shall provide dispatch coverage during all hours of revenue service each evening, plus 30 minutes prior to and after daily service. This ensures support of driver rollout to guarantee complete route coverage/schedule adherence. CONTRACTOR's proposal should clearly explain how customer service, managerial, and road supervision responsibilities will be accomplished.

The office of the General/Project Manager will be physically located at the Redwood Coast Transit Operations and Maintenance Facility in Crescent City. The General/Project Manager will be expected to remain at the facility or otherwise within the Redwood Coast Transit service area, as appropriate, to the maximum extent possible. At all times, the General/Project Manager, or other employee pre-designated and identified to the RCTA to act for the Project Manager, shall be

available either by phone or in person to make decisions regarding day-to-day Redwood Coast Transit operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

- 2.3.1.1.** Please provide complete employment history and resume materials (if available) for all supervisorial, management, and maintenance personnel being proposed. These positions are critical to the success of the operation and significant scrutiny of the proposed managerial team is to be expected. The RCTA shall hold right of refusal over CONTRACTOR assignment of the managerial team positions.

2.3.2 Supervision

CONTRACTOR shall employ a minimum of one full time road supervisor (Operations/Safety Manager may fill this role with RCTA permission) to provide daily street supervision of contracted service including the monitoring of and assistance with schedule adherence, on-street operation, and on-route compliance. This supervision will include providing on-street schedule adherence support, conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, and passenger relations), and field response to incidents. During hours outside the scheduled hours of the Operations/Safety Manager, a manager must be “on-call” to respond to serious incidents that may occur in the evenings and on Saturdays, and to respond to and investigate accidents and incidents. The RCTA also reserves the right to provide similar investigations and adherence checks of its own with or without notice to ensure compliance with terms of the Contract. Operations/Safety Manager and/or Road Supervisor must be licensed to drive in revenue service. At times, the Operations/Safety Manager or Road Supervisor will be expected to provide supervision in a revenue vehicle with the ability to carry passengers to aid on-route drivers in maintaining on time performance. In the event that the Operations/Safety Manager or Road Supervisor drives as a substitute in revenue service these hours will be deducted from the billed hours for the month.

CONTRACTOR shall provide at least one person in the office, answering telephone calls and providing dispatch support for RCTA services at all times of revenue operations.

2.3.3 Dispatching: Radios & Telephone Systems

The RCTA will provide radios on all revenue Redwood Coast Transit fixed-route and demand response vehicles. The CONTRACTOR will provide adequate dispatch and radio/phone monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle communications to optimize Redwood Coast Transit service. The RCTA will provide radio equipment, including base station, repeater and accessories. CONTRACTOR shall maintain radio system at no cost to RCTA.

Telephone system

CONTRACTOR shall provide and maintain a telephone system dedicated exclusively to the reception of incoming calls from Redwood Coast Transit patrons for the purposes of requesting service information and demand response service or reservations. RCTA requires a telephone system capable of managing calls, recording conversations, and providing to RCTA call activity statistics. Proposals shall include as a separate line the costs of proposed telephone systems.

CONTRACTOR shall provide telephone equipment, telephone lines, and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Redwood Coast Transit customer demand. The current telephone equipment being provided has limited functionality. RCTA desires CONTRACTOR to provide a modern telephone system as described above that will be more functional, reliable, and useful.

CONTRACTOR shall install and maintain at CONTRACTOR's expense a sufficient number of lines to respond to incoming calls with a minimum of busy signals. Call volume will periodically be monitored and the need for additional phone lines will be evaluated at least annually. Initially, there are at least two CONTRACTOR-provided telephone lines (707-464-6400, and 707-464-9314 and that shall be completely dedicated to the reservation and information system. Said telephone lines shall be connected in rotary and listed in accordance with RCTA instructions. Upon termination of the AGREEMENT of which this Scope of Work is a part, RCTA reserves all rights to the dedicated lines identified herein, and CONTRACTOR agrees to transfer of said telephone numbers.

CONTRACTOR shall install at CONTRACTOR's expense separate phone line(s) for CONTRACTOR business, miscellaneous office, facsimile, or other calls.

CONTRACTOR shall provide customer information service to the public in English (Spanish is also preferred) during all hours of system operation.

CONTRACTOR shall monitor telephone activity and take demand response client reservations every day (except no service Sundays), when a voice mail system must be operable to record trip requests) between 9 a.m. and 5 p.m every day.

CONTRACTOR shall provide sufficient telephone lines and telephone equipment dedicated to the Redwood Coast Transit operation to ensure effective communications. An intelligent telephone system that features caller options, hold options, and gathers and produces simple reports on call activity is preferred. feature programmable hold messages, be easily programmed to changing conditions, and capable of producing simple telephone activity statistics (calls by hour, average call length, average hold time, dropped calls, etc.). These phone lines shall be used solely for the purpose of conducting Redwood Coast Transit business and shall not be used by the CONTRACTOR for any other purpose. These telephones shall be answered as "Redwood Coast Transit".

The public facing telephone lines shall remain the property of the RCTA under conclusion or termination of the contract.

- The CONTRACTOR shall establish a phone answering method and “hold messages” that are approved by RCTA. RCTA reserves right to require the recording of various informational messages that CONTRACTOR will ensure are placed into the phone system to educate callers on Redwood Coast Transit services and events while caller is on hold.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Spanish-speaking customers of Redwood Coast Transit. CONTRACTOR may provide TDD equipment for communications or use the telephone relay service for communication with deaf customers.

Internet

RCTA does not provide internet access or telephone equipment for the operations CONTRACTOR. CONTRACTOR shall provide high speed internet service to the Williams Drive Facility for the purpose of efficiently conducting RCTA business, including guest wifi. Incumbent CONTRACTOR uses Frontier Communications for internet as of August 2021. CONTRACTOR is required to abide by professional procedures and rules of internet usage and security. Proposers must include a GTFS-RT compliant AVL/CAD system in their proposals. Proposers must include on-board hardware (e.g.tablets or MDTs) to support the AVL/CAD system provided by CONTRACTOR. Proposer shall provide an on-board video surveillance that is compatible with and able to utilize RCTA’s on-board video cameras (Apollo). Incumbent CONTRACTOR provides RCTA with CTS Paratransit Scheduling Software, of which RCTA is satisfied as CTS meets RCTA’s needs at this time. All proposers must provide a paratransit schedule software system and supporting on-board tablet computers.

CONTRACTOR shall support and maintain all CONTRACTOR-provided telephone, computing, software, and internet access equipment. RCTA owns its own 2-way radio system, including repeater. CONTRACTOR shall coordinate repair of all radio equipment with RCTA, who shall pay for radio equipment repairs. However, CONTRACTOR shall be responsible for payment for repair and replacement of all radio equipment damaged due to CONTRACTOR negligence.

2.3.4 Safety and Security

The CONTRACTOR shall take all reasonable and necessary precautions to provide security for any equipment and facilities provided by the RCTA, as well as for records of Redwood Coast Transit operations. CONTRACTOR shall be responsible for safety and security of passengers during operations and the 140 Williams Drive facility. CONTRACTOR shall include specific procedures in the proposal, which define the safety and security program for the Redwood Coast Transit service.

Safety meetings shall be held with all employees at least once per month, and at least one (1) hour in duration (or every other month for 2 hours).

CONTRACTOR shall immediately report all hazardous conditions (e.g. trees, signs, slides, etc.) in the service area or at Williams Drive to RCTA and any other appropriate authority and take necessary precautions to safeguard passengers, personnel and equipment.

CONTRACTOR shall not permit drivers to bear weapons of any type on CONTRACTOR, or RCTA property, facilities, or vehicles while operating a vehicle under this contract.

CONTRACTOR shall actively participate in the RCTA SSEPP plan, see attached Appendix F, and rigorously pursue a significant role in the region's emergency preparedness and safety and security planning and response network. RCTA agrees to indemnify, hold harmless, and defend CONTRACTOR, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with Contractor's providing emergency services to RCTA.

2.3.5 Injury and Illness Prevention Plan

CONTRACTOR shall maintain and provide a copy of the firm's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulation, Sec. 3203.

2.4 *RCTA-Furnished Vehicles*

2.4.1 The CONTRACTOR shall be initially provided thirteen (13) lift or ramp-equipped transit buses. RCTA will attempt to make available an adequate number of vehicles to the CONTRACTOR to assure at least a twenty percent spare ratio. CONTRACTOR may utilize spare vehicles for official Redwood Coast Transit driver training. See Appendix C for August 2021 Redwood Coast Transit Fleet Roster. RCTA orders an average of 2 new revenue vehicles each year, seeking to keep the fleet young and reliable, in spite of a systemic shortfall of capital funds.

2.4.2 The RCTA shall provide the CONTRACTOR a two-way radio system for each bus, including FCC frequency and repeater, plus 2 handhelds, and one (1) base station located at the RCTA Operations and Maintenance Facility dispatch office. The radio equipment is to be available for normal dispatching as well as emergency situations (accidents, mechanical breakdowns, etc.), thereby enabling the CONTRACTOR to immediately dispatch substitute vehicles. CONTRACTOR assumes the responsibility of coordinating maintenance of the radio system. CONTRACTOR shall be responsible for maintenance (parts & replacement) costs of the radio system should the repairs be attributed to CONTRACTOR negligence.

The CONTRACTOR shall pay for all routine repairs on RCTA revenue vehicles (with exception of warranty and accident repairs). CONTRACTOR shall pay for all accident repairs immediately while pursuing reimbursement from 3rd parties as appropriate. RCTA shall pay ONLY for major repairs, as defined here involving Engine, Transmission, and Differential overhauls or other major failures involving these vehicle components not caused by CONTRACTOR negligence. CONTRACTOR shall be responsible for routine maintenance and monitoring to avoid these failures.

The RCTA reserves the right to add, subtract, or substitute vehicles for those described above, should the requirement arise during the term of the Contract, and negotiate any appropriate Contract modifications with CONTRACTOR.

The RCTA does not currently provide CONTRACTOR with any non-revenue vehicles to conduct daily non-revenue service tasks. CONTRACTOR shall be responsible for providing any non-revenue vehicles that may be needed for running errands, field review of operations, shuttling of drivers, driver reliefs, etc. One (1) spare revenue vehicle (when available) may be used at any time for road supervision purposes.

2.4.3 Transition of Vehicles to New CONTRACTOR

At the beginning of this contract, RCTA will inspect each vehicle with the CONTRACTOR and sign off on an original inspection sheet to establish a baseline vehicle condition and CONTRACTOR will accept the vehicles from RCTA.CONTRACTOR.

At the conclusion of contract, RCTA will inspect each vehicle with the outgoing CONTRACTOR and sign off on the original inspection sheet from when the CONTRACTOR accepted the vehicles.

It is the sole responsibility of the CONTRACTOR, at its expense, to ensure all RCTA vehicles are in good operating condition, free of damage and/or neglect both inside and outside, upon termination of this contract. Should the outgoing CONTRACTOR fail or refuse to meet this requirement, the RCTA may, at its option, repair the vehicles at outgoing CONTRACTOR'S expense.

2.5 *Operating Mode*

The RCTA provides all vehicles and fuel required for scheduled service. The CONTRACTOR provides required drivers, supervisory/management services, and all other goods and services needed to provide the services (including maintenance labor and parts) described in this Scope of Services unless expressly stated that such goods and services would be provided by the RCTA.

2.6 *Facilities*

CONTRACTOR(s) shall occupy and perform services as required by this RFP from the RCTA's Transit Operations & Maintenance Center, located at 140 Williams Drive in Crescent City. CONTRACTOR may share from time to time this facility temporarily with RCTA Contract Management staff, or other agents of RCTA. RCTA and its agents shall have access to data on RCTA's customers, via key enterprise software or databases, including, but not limited to paratransit scheduling software, AVL/CAD systems, surveillance and security systems, and paper documentation of RCTA operations and maintenance activity.

CONTRACTOR shall establish and maintain its operations headquarters at the Redwood Coast Transit Operations and Maintenance Facility at 140 Williams Drive. Except for items expressly identified to be provided and/or maintained by RCTA, CONTRACTOR shall, as an integral part of the operating headquarters, equip and furnish the offices and control room, including maps, information boards, official time clock, adequate desks, tables, chairs, and other equipment as may be required or appropriate to provide RCTA services. CONTRACTOR shall utilize the transit operations and Maintenance Facility in accordance with [Appendix D](#), Operations and Maintenance Facility Use Agreement, attached hereto.

2.7 *Software/Hardware*

The CONTRACTOR will be **required to supply paratransit scheduling software, a GTFS-RT compliant AVL/CAD system for fixed route**, plus all administrative office software, and all office computer hardware for this contract. CONTRACTOR-supplied office software and computer hardware (including paratransit scheduling software and AVL/CAD) shall be up to date and functional, fully licensed and capable of enabling CONTRACTOR staff to perform daily duties, including, but not limited to high-speed internet access and guest wifi. CONTRACTOR shall be responsible for ongoing maintenance and replacement of all administrative software and hardware systems, including paratransit software, and the AVL/CAD System, and for providing CONTRACTOR (local) staff with IT support for these tools at all times.

Whichever demand response scheduling software system CONTRACTOR chooses to provide RCTA as part of this agreement, said scheduling software system must enable the CONTRACTOR to track name, address, telephone numbers of Redwood Coast Dial-A-Ride passengers, destinations, requested arrival time, vehicle number serving trip, estimated passenger pickup time, actual pickup and drop-off times, no shows and cancellations by user, plus rider and vehicle trip histories. This data infrastructure will include login credentials that allow the RCTA General Manager access to Redwood Coast Transit customer data and usage reports. Currently, the incumbent CONTRACTOR is using CTS Software and has mastery and is comfortable continuing to use CTS. CTS meets RCTA's needs. RCTA's continued access to state-of-the-industry paratransit scheduling and AVL/CAD systems is a high priority to RCTA.

2.7.1 Fare Collection

The CONTRACTOR(s) shall collect the fares and charges that have been and may be established by the RCTA. Fare collection and all related security measures shall be solely the responsibility of the CONTRACTOR. The CONTRACTOR shall be required to provide the RCTA with the following materials or information:

- Fares collected (which shall be deposited into a CONTRACTOR transit revenue account daily then summarized by day and route on monthly reports).
- Fare boxes (vault-style) shall be provided by the RCTA and maintained by the Maintenance CONTRACTOR. RCTA is using bottom-loading Diamond non-electronic fareboxes at this time.
- Fare media shall be collected and summarized daily and sales tracked by day, by type of fare media. This information should be submitted to the RCTA General Manager as part of a comprehensive monthly report or upon request.

RCTA has an agreement with Token Transit to enable riders to purchase single-ride tickets or passes via smart phone, CONTRACTOR drivers must visually inspect mobile tickets to ensure validity. RCTA will provide validity information. The RCTA reserves the right to approve any fare collection/securement system implemented throughout the contract term. The RCTA reserves the right to examine the books of fares collected at its discretion, including retaining the services of an independent third party auditor.

RCTA is planning to establish a permanent facility or mobile kiosk near the Cultural Center to enhance the ease of customer pass purchasing and overall customer service. **CONTRACTOR shall staff said Cultural Center Kiosk with a dispatcher or customer service representative during most hours of operation, at least weekdays 7am-6pm.** This project is in the final planning phase in 2021, likely to open for business sometime in 2022. However, at this time the CONTRACTOR-occupied RCTA Operations and Maintenance Facility on Williams Drive is the key pass and Greyhound Ticketing outlet and frequently receives visitors, purchasing passes and tickets, and getting paratransit ID cards.

2.7.2 Telephone Information Service

2.8 *Equipment Condition*

Vehicles placed in service by CONTRACTOR must, without exception conform to the following standards:

- Exteriors shall be washed and detailed once per week, twice per week during winter.
- Interiors shall be deep cleaned daily or between days of bus deployment, including seats, window areas, and all high touch surfaces. CURRENTLY this is being done under separate contract, which incumbent CONTRACTOR engages and passes through costs to RCTA. This COVID-19 triggered

contractual relationship is NOT expected to continue into this contract, **RCTA requires CONTRACTOR will create and fill the new fueler/washer/utility position to replace the outside 3rd party contract for this task.**

- Vehicle floors will be swept at least twice daily.
- Have fully operational air purifier systems, HVAC, wheelchair ramps and lifts, securement belts, radios, tablet computers, fareboxes, and destination signs. RCTA provides tablet computers to support the CONTRACTOR-owned AVL/CAD system, CONTRACTOR provides tablets for paratransit software.
- Be free of body damage, have no missing or unpainted panels.
- Be free of graffiti on the exterior and on the interior of vehicles.
- Have all safety items fully operational; (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)
- No vehicle shall be cannibalized for parts for any reason without prior written consent of the RCTA.
- Have and display operable, correct destination signage, and AVL/CAD equipment, and other transit technologies RCTA shall deploy, at all times.

The 140 Williams Drive Operations & Maintenance Facility must be cleaned and maintained by CONTRACTOR. CONTRACTOR can subcontract these duties but must, without exception conform to the following standards:

- Floors shall be swept daily, and mopped at least once per week, more during periods of wet weather and pandemics.
- Trash shall be emptied daily or as needed, and offices dusted weekly.
- Exteriors shall be washed and cleaned at least monthly. RCTA provides CONTRACTOR with a pressure washer for these (and bus stop) duties.
- Landscaping should be done twice monthly (or more) during spring through fall, and at least once per month during the winter.
- Common areas, such as dispatch and break rooms shall be swept, thoroughly wiped down, and mopped daily, with high-touch surfaces wiped down daily.

2.9 Data

2.9.1 Daily and Weekly Data Access

The following daily information will be compiled by the CONTRACTOR via the paratransit scheduling software and AVL/CAD system and thus constantly available to RCTA management via CONTRACTOR provided login credentials.

Operations Statistics for both Fixed Route and Paratransit

- Number of late/missed trips for previous week and the cause of each
- On-time performance by timepoint, ridership by stop, by trip
- Breadcrumb trail of all revenue vehicles for incident investigation
- Available and downed vehicles
- Operating statistics sortable by bus operator, vehicle, route, and trip

2.9.2 Monthly Reports

The following performance indicators must be reported monthly, preferably e-mailed in Excel format, as a comprehensive monthly report to the RCTA by the 7th day of the following month:

- Ridership from each day of previous month, sorted by route and fare type
- Fares by day and route for previous month, and summarized on invoice
- Roadcalls with reason for call
- Number of missed/late trips, including route number, day/time, and cause
- Number of complaints, nature of complaint, resolution, video clip if relevant (See description in Section 2.9.5 below) & status of follow-up efforts
- Total accidents/total preventable accidents
- Passenger incidents
- Wheelchair boardings
- Number of overloads experienced and date/times of overloads
- Number of Drug and Alcohol tests and outcome of tests
- Revenue hours and revenue miles by route, deadhead hours and miles by route
- Requests for services not currently being provided
- Summary of preventative maintenance cycles due and performed, with type of PM noted (maintenance) and mileage for each bus at time of PM
- Summary of downed vehicles (unavailable for operations, beyond PMs) (maintenance) and estimate of date vehicles will return to revenue service
- Vehicle Miles
- An array of standard demand response industry reports as produced by any of the state-of-the-industry software packages.

2.9.3 Other Periodic Reports

- Written accident and incident reports must be submitted to the RCTA within one business day. Report should include supervisor's report and police report if these are available.
- Quarterly Distribution/Expenditure report on 2.9.9 incentive monies earned, and how distributed to local personnel.

2.9.4 Ridership Reports

Ridership information will be collected on all Redwood Coast Transit services on a daily basis. Ridership will be separated by mode, route, day, and fare category. This report will be e-mailed to the RCTA in Excel format as a monthly compilation attachment by the 7th day of the following month, or sooner upon request. Dial-a-Ride statistics and revenue/deadhead hours are to be reported separately.

2.9.5 Passenger Complaints

CONTRACTOR will contact by telephone, and follow up with written correspondence (if necessary, as deemed by CONTRACTOR or RCTA) to the complaint. If an investigation is required, CONTRACTOR will conduct an investigation and the initiator will be contacted by telephone or written

correspondence regarding the results of the investigation. CONTRACTOR shall respond to passenger complaints within two (2) business days of receipt. Circumstances preventing 2-day response shall be documented and a plan for attaining 2-day complaint response standard shall be submitted to RCTA. The CONTRACTOR will be required to track and report to RCTA, all complaint information within one (1) business day of receipt of complaint, and as part of the detailed monthly summary report. CONTRACTOR shall make use of RCTA-provided, and CONTRACTOR-maintained audio and video surveillance systems on board RCTA buses and at the Williams Drive Transit Operations and Maintenance Facility and provide video evidence to RCTA upon request.

2.9.6 NTD Reporting

CONTRACTOR shall report monthly, operations data detailed enough to enable easy NTD Reduced Reporting by RCTA. The monthly detailed ridership reports submitted by incumbent CONTRACTOR to RCTA (see Attachment 6) are adequate and equal or more detailed data is required of CONTRACTOR as part of this agreement.

2.9.7 Drug-Free Workplace Policy

The CONTRACTOR is required to develop and implement procedures which comply with all applicable Caltrans and FTA requirements. (Refer to Attachment 1 and Appendix A.)

2.9.8 Performance Specifications

All performance specifications will be strictly adhered to in order to provide the highest level of service. The RCTA will monitor CONTRACTOR performance under this Contract to ensure all performance specifications are adhered to.

To receive full compensation, the CONTRACTOR is required to meet or exceed the following standards of performance on a monthly basis:

2.9.8.1 Operating Performance Standards - Vehicles shall be operated with due regard for the safety, comfort and convenience of passengers and the general public. Service shall be provided as scheduled or according to any adjusted schedule established by RCTA, including route modifications required as a result of a declared emergency. The CONTRACTOR shall strive to maintain on-time performance; however, CONTRACTOR shall not be held responsible for the failure to provide on-time service due to weather, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to RCTA. CONTRACTOR shall work cooperatively with RCTA using the AVL/CAD and paratransit scheduling software to measure performance and evaluate problems.

2.9.8.2 Personnel Performance Standards

2.9.8.2.1 All personnel are responsible for knowledge of the service. Project personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on positive passenger relations, and working effectively with difficult customers and crowd control. Personnel must report passenger complaints and operation problems to the CONTRACTOR's General/Project Manager who will be responsible to inform the RCTA General Manager as appropriate. All passenger complaints must be reported to RCTA within one (1) business day of being received.

2.9.8.2.2 Drivers must accurately and completely submit the required operating reports each day.

2.9.9 Incentives

It is the intention of the RCTA to provide incentives for performance to encourage and stimulate expected transit service provisions. Incentives will be calculated and paid quarterly. Incentive payments must be spent at the site for the benefit of the employees. The incentives include:

- Preventable Accidents—The CONTRACTOR will be eligible for an incentive of \$300 per quarter if it meets the standard of ZERO preventable accidents per quarter. (Fixed Route)
- Roadcalls – The CONTRACTOR will be eligible for an incentive of \$300 per quarter if it meets the standard of ZERO roadcalls per quarter.

2.9.10 Liquidated Damages

RCTA has the right, in its discretion, to impose liquidated damages in accordance with this Section. The CONTRACTOR shall have the opportunity to contest any liquidated damages assessed, but this shall not affect the right of RCTA to deduct the amount of liquidated damages from the monthly amount due the CONTRACTOR.

From the nature of the services to be rendered, the CONTRACTOR and the RCTA agree that it is extremely difficult to fix actual damages which may result from the failure on the part of the CONTRACTOR to perform certain of its obligations under the Agreement. CONTRACTOR and RCTA agree that the following defaults under the Agreement will damage the reputation of RCTA's transit program. Such damage shall reduce the ridership, and, therefore the revenue and political and community goodwill for such program. Accordingly, it is hereby agreed that the RCTA shall be entitled to the following liquidated damages as compensation for such damage:

- Failure to Voluntarily Report - \$200 for each occurrence of an action that would trigger liquidated damages per this contract that is NOT REPORTED TO THE RCTA VOLUNTARILY WITHIN one (1) business day of OCCURRENCE.
- Missed/Late Trip (Fixed Route) - \$100 for each bus trip that is missed and \$100 for each trip that is made but is late due to CONTRACTOR RESPONSIBILITY. **A late trip is defined as a trip that begins more than fifteen (15) minutes after its scheduled departure time, a missed trip is not provided at all.** “CONTRACTOR responsibility” includes late service due to lack of staffing for any reason, such as call offs or sickness, late service due to equipment malfunction/breakdown, or any other organizational misstep.

The CONTRACTOR shall deduct from its billing rate any missed hours of revenue service regardless of assessment of liquidated damages.

Failure of the RCTA to assert any right which it has under any resultant contract, or to assess any liquidated damages as provided, shall not act as a waiver to the RCTA’s right to enforce the provisions of said Contract, or assess liquidated damages in the future. The assessment of liquidated damages and/or deductions as provided under any resultant Contract shall in no way relieve the CONTRACTOR of its obligation to provide sufficient service, vehicles, or drivers, or to meet any of the terms of this Request for Proposals.

2.10 Marketing and Public Relations

The RCTA shall be responsible for all marketing and public relations activities relating to Redwood Coast Transit. CONTRACTOR shall provide support duties.

RCTA shall furnish all schedules, maps, transfers, passes and other printed materials required for marketing the service. The CONTRACTOR shall distribute Redwood Coast Transit passenger notices, cooperate, and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by RCTA from time to time. RCTA shall be the exclusive public media spokesperson in connection with transportation service. Under no circumstances shall the CONTRACTOR or its employees be permitted to distribute any unauthorized printed or written materials pertaining to Redwood Coast Transit service without permission from the RCTA.

RCTA shall direct Redwood Coast Transit system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities. CONTRACTOR shall be responsible to prepare and carryout and support an annual schedule of community based promotional activities and/or events on behalf of the RCTA.

CONTRACTOR also shall dispense REDWOOD COAST TRANSIT information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support RCTA's advertising and public information efforts.

CONTRACTOR shall make available needed equipment and personnel for promotional activities at no cost or expense to RCTA, except that RCTA shall compensate CONTRACTOR for (1) vehicle operations in accordance with Section 2.4 herein above, and (2) extraordinary personnel and other expenses authorized in writing in advance. It is anticipated that most promotional activities will be staffed by salaried personnel or personnel involved in vehicle operations. Extraordinary personnel expenses will include expenses for the use of hourly personnel for whom compensation is not provided in the contract fixed monthly or hourly rates.

Notwithstanding anything herein to the contrary, RCTA reserves all authority to direct and control any and all public information regarding its RCT system. The RCTA owns and controls the Redwood Coast Transit (RCT) name and logo. The name and logo shall not be used without RCTA authorization. In no event shall the CONTRACTOR release any advertising or promotional materials without prior approval of the RCTA.

2.10.1 Advertising on Exterior and Interior of Buses

The RCTA General Manager administers the RCTA Bus Advertising Program. RCTA requires the CONTRACTOR to allow vendors contracted by the RCTA access to all buses assigned to this contract to install and remove advertising material. This typically occurs at the RCTA Williams Drive Facility. All advertising materials are subject to RCTA approval prior to being installed.

2.10.2 Signage

CONTRACTOR shall display required head, side, and tail signage, in plain view, in all Redwood Coast Transit vehicles, while in revenue service. RCTA will supply CONTRACTOR with software programs for electronic head signage and update said at its discretion. RCTA General Manager reserves the right to direct CONTRACTOR as to which messages shall be displayed during revenue services as required. CONTRACTOR shall be responsible for ensuring proper function of revenue vehicle signage at all times (see 2.9.10).

2.11 Operating During an Emergency

In the event of an emergency, CONTRACTOR shall deploy vehicles in a manner described by the RCTA. Emergency service does NOT constitute an expansion of service. RCTA shall be obligated to compensate CONTRACTOR for emergency service that significantly exceeds the normal expense of operating the transit service during such period of declared emergency. CONTRACTOR shall be responsible

for accurate tracking and reporting to RCTA of all resources (labor & other) expended in the provision of emergency service.

CONTRACTOR employees are required to report for duty and participate in the role of government emergency response personnel.

Emergency Service Planning

The CONTRACTOR shall work with the RCTA staff to develop and implement an emergency preparedness plan. CONTRACTOR shall participate in RCTA emergency preparedness drills. Examples of emergencies shall include: electrical power failure, earthquakes, tsunamis, and other natural disasters. Staff shall be appropriately trained in proper handling of these situations. CONTRACTOR shall become familiar with, and train all CONTRACTOR personnel in the RCTA SSEPP plan and ensure each team member is aware of and prepared to provide emergency response services to the community in accordance with the SSEPP and other emergency response plans. See Appendix F [for](#) a link to the full SSEPP plan.

Modification of Service and Fares

In the event of an emergency that is declared as such by local authorities, the established notice of fare and service changes shall not apply, and CONTRACTOR will use its best efforts to effect at the earliest possible opportunity the modification of the existing service, or the addition of service that is ordered by the RCTA to respond to the emergency.

2.12 *CONTRACTOR – Maintenance Responsibilities*

CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and repair of RCTA vehicles, equipment, and facilities. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and/or demand response public transportation system of a kind and character such as the REDWOOD COAST TRANSIT public transit system.

The CONTRACTOR shall be responsible to ensure that all RCTA vehicles are in proper, safe running condition and that all key systems in each vehicle function correctly at all times. No vehicle is to be released to Operations if safety critical vehicle systems are not functioning properly.

The CONTRACTOR shall provide technical support and guidance to the RCTA staff on all matters relating to the Redwood Coast Transit fleet.

The CONTRACTOR shall be responsible for maintenance (and loading of RCTA-supplied headsign information) of all destination sign equipment. All destination signs must be in good working order or the bus may not be released to operations for placement in service. Other transit technologies that RCTA deploys, or may deploy in the future, such as on-board tablet computers, AVL/CAD equipment, ad display monitors, air purifiers, etc. are the CONTRACTORS responsibility to maintain.

The CONTRACTOR maintenance employees are also required to report for duty and participate in the role of government emergency response personnel.

The CONTRACTOR employees must become familiar with, maintain, and support RCTA in utilization of video surveillance and other technology equipment provided by RCTA. CONTRACTOR shall be responsible for ensuring that RCTA-provided audio/video surveillance equipment and AVL/CAD (includes tablets) on buses and at the Williams Drive facility are in proper working order at all times.

The RCTA maintains the right of approval of any change in personnel at the Mechanic/Tech in Charge level prior to any change. Should CONTRACTOR change Mechanic/Tech in Charge without RCTA approval, RCTA shall withhold \$10,000 otherwise payable as liquidated damages from CONTRACTOR.

2.12.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of REDWOOD COAST TRANSIT in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, service facilities and such other components, facilities and services which may be required to fulfill its maintenance and repair responsibilities, at CONTRACTOR'S sole cost and expense.

2.12.2 Maintenance - Subcontracting

Notwithstanding anything herein to the contrary, CONTRACTOR may, upon approval by RCTA, subcontract with a qualified firm to carry out any or all of the maintenance and repair requirements and responsibilities identified herein on behalf of the CONTRACTOR. CONTRACTOR shall in all cases be responsible for diligently monitoring subcontract work performance and ensuring full compliance with the maintenance requirements established herein.

2.12.3 Vehicles; Equipment

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in Appendix B - RCTA August 2021 Fleet Roster - and that each and every item has been received in good working condition. In the event that RCTA provides CONTRACTOR with additional buses and/or equipment at future times, Appendix B shall be automatically amended and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery. Upon termination of this AGREEMENT, CONTRACTOR shall return all RCTA-owned equipment to RCTA, with no deferred maintenance, repair or damage, less reasonable wear and tear. CONTRACTOR shall provide a maintenance support vehicle if one is desired, RCTA does NOT provide one.

2.12.4 Maintenance and Operations Facility

CONTRACTOR shall occupy and utilize the maintenance and operations facility described in Section 2.6 and Appendix E, herein. CONTRACTOR shall be responsible to provide all tools and equipment necessary for maintenance and repair of RCT vehicles in accordance with this AGREEMENT. All “out of service” RCT vehicles shall be stored at all times either within the maintenance garage area, in a covered storage area, or within the fenced outside storage area. See Appendix E, Operations and Maintenance Facility Use Agreement for full details.

2.12.5 Maintenance Management

CONTRACTOR shall designate and provide the services of a qualified Mechanic/Tech in Charge, subject to the approval of RCTA, for maintenance of Redwood Coast Transit vehicles. The Mechanic/Tech in Charge shall schedule and supervise maintenance and repair of RCT vehicles and equipment, be responsible for vehicle maintenance and repair records, and perform such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance and repair duties and responsibilities. It is contemplated that the Mechanic/Tech in Charge will be a working Mechanic as well as the primary Mechanic/Tech in Charge responsible to carryout most vehicle and equipment maintenance tasks. This position is critical and must possess a skillset of a maintenance manager, with the ability to do the work solo. Due to the remote location, third-party maintenance support facilities are routinely located afar, in Brookings, Medford, or Eureka.

The Mechanic/Tech in Charge shall be a certified journeyman Mechanic/Tech in Charge, and shall have a minimum of three years journeyman level experience in the automotive repair trade including at least one year experience working with small and medium size transit vehicle engines, air conditioning systems, and wheelchair lifts, as well as experience in directing the work of other maintenance and repair personnel.

Should the services of the Mechanic/Tech in Charge become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to RCTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Mechanic/Tech in Charge, unless CONTRACTOR is not provided with such notice by the departing employee. RCTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Mechanic/Tech in Charge.

CONTRACTOR shall provide a full-time fueler/washer/utility to deep clean bus interiors, wash bus exteriors, clean bus stops, and provide janitorial service to the Williams Drive M&O Facility. **2.15.6 Maintenance and Repair Technical Training**

CONTRACTOR shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the several types of vehicles used in fixed route and demand response service, including air conditioning systems, wheelchair lifts, electronically controlled engines and transmissions, exhaust emissions devices, and other ancillary equipment. RCTA does NOT provide diagnostic software or computer equipment for the Mechanic/Tech in Charge. CONTRACTOR provides. RCTA is moving toward zero-emissions buses in the future and will provide to CONTRACTOR specialized diagnostic equipment and tools specific to alternative fueled vehicles, such as electric or hydrogen.

2.15.7 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all RCTA vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling; engine oil, DEF fluid, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement and maintain a computerized fleet maintenance software system, capable of producing a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for RCTA and California Highway Patrol review. This checklist requirement may supplement CHP required driver's pre-trip safety inspections.

2.15.8 Vehicle Cleaning

Since COVID-19 hit RCTA in early 2020, RCTA has directed CONTRACTOR to augment their routine vehicle cleaning duties with an outside contract for daily deep

cleanings and monthly upholstery deep cleanings. These additional, COVID-related deep cleaning costs are passed through to RCTA on the monthly invoice. Incumbent CONTRACTOR utilizes Palm Industries for this service. **Proposers are required to propose a new Fueler/Washer/Utility position to take over bus interior pandemic deep cleanings.** RCTA shall provide CONTRACTOR at least 30 days notice of direction to eliminate or reduce effort of the deep cleaning task, but the Fueler/Washer/Utility position is anticipated to be a permanent addition.

CONTRACTOR shall maintain RCTA vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle washing shall be maintained in the Maintenance Supervisor's office, or other designated maintenance shop location. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted twice daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary.

As part of the Fueler/Washer/Utility position duties, interiors of all vehicles shall be thoroughly washed daily including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired immediately upon discovery. Destination signs, tablets, and any interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

Exteriors of all RCTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week (twice per week in Winter). Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. All bus washing shall occur at the RCTA Williams Drive facility in the RCTA hand-wash bay.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles and the Williams Drive facility immediately upon their discovery, utilizing safe and non-hazardous materials.

CONTRACTOR shall comply with all federal, state, and local laws and regulations with respect to wastewater that results from vehicle cleaning.

2.15.9 Preventive Maintenance

CONTRACTOR shall document and submit a preventive maintenance program for review and approval by RCTA within thirty (30) days of the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, shall meet or exceed original equipment manufacturer's specifications and

requirements, and shall be sufficient so as not to invalidate or lessen warranty coverage of any RCT vehicle or associated equipment.

Preventive maintenance inspections and repairs shall occur at or before the designated time or mileage intervals, whichever occurs first, on ALL buses used in RCT service. At a minimum, preventive maintenance inspections on each bus shall meet OEM manufacturers and California Highway Patrol minimum intervals and extents, per vehicle manufacturers' specifications. 

All lubrication and oil and filter change intervals shall be performed in accordance with original equipment manufacturer specifications, requirements and the schedule provided in the CONTRACTOR'S preventive maintenance program approved by RCTA.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where CONTRACTOR'S employees or RCTA representatives observe that maintenance and repair is needed in advance of schedule. CONTRACTOR shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of RCTA. CONTRACTOR shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities according to the schedule approved by RCTA.

2.15.10 Vehicle Repair

All repairs to RCTA vehicles shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required.

CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall assure RCTA that required repairs shall not be deferred beyond a reasonable time. Preventive maintenance and repairs shall receive top priority in the use of CONTRACTOR'S maintenance resources.

CONTRACTOR shall be familiar with vehicle and equipment warranties, shall comply with all warranty provisions in the conduct of its maintenance and repair functions, handle all warranty work claims, and shall monitor warranty repairs to take full advantage of warranty service and to evaluate defects as potential fleet wide defects needing manufacturer correction.

2.15.11 Engine, Transmission and Differential Overhaul

CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. As a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance. In addition, CONTRACTOR shall perform a laboratory analysis of engine oil at least every 5,000 miles, laboratory analysis of transmission fluid and differential oil every 45,000 miles or as necessary to assist in the diagnosis of a problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

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

A factory authorized repair shop approved by RCTA in advance of work shall perform all engine, transmission and differential overhaul, using only OEM parts and OEM minimum overhaul standards. RCTA will reimburse CONTRACTOR only for actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If RCTA determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, RCTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to RCTA for all such work.

CONTRACTOR shall be responsible for the cost of labor to remove and replace engines, transmissions and differentials. In addition, during an overhaul or when engine, transmission and/or differential is removed, CONTRACTOR, at their expense, shall cause ancillary parts to be replaced, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall be responsible to assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul. CONTRACTOR shall provide a detailed work order identifying all items checked and replaced at the time of an overhaul.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine mounts and engine driven parts such as generators, hydraulic pumps, water pumps, engine driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors and turbochargers. CONTRACTOR shall also remain responsible for

all costs related to repair or replacement of transmission related parts such as transmission mounts, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, “driven” gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

2.15.12 Parts Inventory

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met. Excessive downed buses will be grounds for termination of contract. RCTA's remote location poses a challenge, CONTRACTOR should stock parts with the understanding that shipping delays exacerbate downed bus situation.

2.15.13 Tools and Equipment

All tools and equipment used for RCTA maintenance and repair, except for small hand tools provided by CONTRACTOR'S employees, shall be provided and maintained by CONTRACTOR. A list of equipment and furniture that incumbent CONTRACTOR is currently furnishing at the Williams Drive facility is included in Appendix D as an example. (need to update this equipment list)

2.15.14 Vehicle Towing

In the event that towing of any RCTA vehicle is required due to Mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense. Three local towing companies are used, with Affordable Towing of Crescent City being the main provider of this service, and California Auto Image Towing used for the larger Freightliner buses.

2.15.15 Maintenance and Repair Records and Reports

CONTRACTOR shall prepare, maintain, make available to RCTA and reduce to written form, records and data relative to vehicle and vehicle accessory maintenance and repair, radio and video systems, and AVL/CAD maintenance. **CONTRACTOR shall deploy a maintenance asset management software system to support the tracking of all maintenance activity on each vehicle.** Incumbent CONTRACTOR uses Infor EAM software. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of RCTA to enable it to

accurately evaluate CONTRACTOR'S maintenance and repair performance and the operating expense associated with various RCTA vehicles and equipment. Records of all maintenance, repair and inspections shall be made available to RCTA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at RCTA's Williams Drive facility. CONTRACTOR shall at all times maintain records in accordance with industry standards and RCTA's records retention policy.

CONTRACTOR shall provide all records to RCTA or RCTA representative at the conclusion of the contract term. RCTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. Failure to correct all substandard conditions involving the RCTA Fleet shall constitute grounds for termination of contract. CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by RCTA or any other regulatory agency to remove any equipment from service due to Mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

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

- Daily vehicle inspection and servicing checklists.
- Bus cleaning/washing log, including deep cleaning logs from subCONTRACTOR.
- Repair orders and work orders, including cost analysis, for all maintenance and repair inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Road call reports, or work orders, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Oil analysis reports for each 5,000 mile interval of vehicle operation.
- Monthly summary to be attached to CONTRACTOR'S invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, vehicle fuel and lubricants consumption, and vehicle road calls.
- Quarterly fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance and repair cost and cost per mile; route service total road calls and miles per road call; demand response total road calls and miles per road call; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance and repair problems, particularly

components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

2.15.16 Emissions Control Programs

All RCTA vehicles are exempt, including RCTA gasoline-powered vehicles.

2.15.17 Fuel

RCTA shall supply all fuel required to operate RCT vehicles. CONTRACTOR shall fuel vehicles using the card-lock fuel site located at 1089 Highway 101 North, Crescent City, or at such other locations as RCTA may direct. CONTRACTOR and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by RCTA in connection with all fueling operations.

2.16 CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOPS

2.16.1 Bus Stop Cleaning and Maintenance

RCTA currently features approximately 85 official bus stops, and 18 of those stops feature passenger waiting shelters. During the term of this contract, RCTA plans to add up to 10 additional shelters, plus more benches, schedule holders, and other bus stop amenities. Most RCTA bus shelters have glass or lexan wind panels, although the agency has switched to perforated metal (to reduce vandalism) in future procurements.

CONTRACTOR, or subCONTRACTOR(s) designated by CONTRACTOR, shall maintain and clean (janitorial) all REDWOOD COAST TRANSIT bus stops, with a high priority on bus stops equipped with shelters and/or benches in a clean and safe condition at all times. Vehicle operators shall be instructed to spot check and remove litter from bus stops as time allows, and to report cleaning, trash and maintenance/repair needs immediately to the operations office.

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for all bus stops, with a highest frequency cleaning cycle established for those stops equipped with shelters and/or benches. Shelters, benches, and surrounding areas shall be thoroughly cleaned and inspected weekly, or more often as needed to maintain a clean and inviting appearance. A thorough cleaning and inspection shall include removal of litter and emptying of trash receptacles (if so equipped); high pressure washing of shelters, benches, trash receptacles, and concrete pad or sidewalk area immediately in front of and within 10 feet of the shelter, bench, and trash receptacle; removal of graffiti; and a post-

cleaning inspection of the shelter and/or bench to determine maintenance needs or make minor on-the-spot repairs such as tightening of bolts or screws.

CONTRACTOR shall empty bus stop shelter waste receptacles weekly, or more often as needed.

CONTRACTOR shall provide all equipment and materials needed for cleaning and maintenance of bus stop shelters, unless specifically identified to be provided by RCTA. RCTA provides a portable pressure washer that may be utilized.

CONTRACTOR shall be responsible to obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning and maintaining shelters, and for any liability or damage incurred in the course of cleaning and maintaining shelters and/or benches.

2.16.2 Bus Stop Shelter and Bench Repair

All repairs to RCT benches and shelters shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage, including vandalism; adjustments due to normal wear and tear; and rebuilding or replacement of components.

CONTRACTOR shall be responsible for the cost of all shelter and bench repair labor and parts, including labor to remove and replace glazing and other components, and to rebuild shelter or bench structures as needed. RCTA may direct CONTRACTOR in writing to proceed with repairs at a troubled location, or to remove the shelter without replacement.

CONTRACTOR shall be responsible to monitor the condition of RCT shelters and benches so as to remove hazards and perform repair work expeditiously in response to identification of problems by drivers, other staff members, RCTA, or the public. Repair work shall be conducted as soon as practicable upon learning that such work is required. In the event that the condition of a shelter or bench presents a hazard and immediate repairs are not possible, CONTRACTOR shall take steps to remove or mitigate the hazard, including, if necessary, removal of the shelter or bench to a storage, repair or disposal location, and/or immediate cleaning of the location.

2.17 CONTRACTOR DUTIES AND RESPONSIBILITIES – RADIO SYSTEM

2.17.1 Communications System – Radios, Tablet Computers, Video Systems

On behalf of RCTA, CONTRACTOR shall operate and maintain the two-way radio system licensed to RCTA under call sign WPYX212 in compliance with all

applicable federal statutes, regulations, and licensing conditions. CONTRACTOR shall be responsible for all maintenance and repair required to maintain radio equipment in accordance with manufacturer specification. While radio repair expenses vary from year to year and can be influenced by careful handling, in the current fiscal year radio repair costs are projected to be under \$300.

CONTRACTOR shall also be responsible for the appropriate use, airtime and other charges or expenses related to the use of cellular phones and tablet computers for the Redwood Coast Transit system. All RCTA buses feature a tablet computer.

Unless authorized in writing to the contrary, the various communications equipment provided by RCTA for Redwood Coast Transit services shall be used solely for providing communications related to REDWOOD COAST TRANSIT operations.

2.18 RCTA CONTRACTOR EMPLOYEE WAGE SCALE

Position	Hire Date	Current Hourly Wage
Dispatcher II (Transit)	5/19/2011	\$22.45
Dispatcher II (Transit)	7/2/2021	\$18.00
Driver (First Transit)	8/15/2006	\$23.00
Driver (First Transit)	10/13/2008	\$23.00
Driver (First Transit)	8/20/2020	\$20.00
Driver (First Transit)	5/24/2021	\$19.25
Driver (First Transit)	3/26/2012	\$18.75
Driver (First Transit)	4/9/2019	\$18.00
Driver (First Transit)	8/20/2020	\$18.00
Tech-in-Charge (Transit)	12/3/2007	\$35.31
Trainer I *	8/26/2009	\$24.00

*RCTA wishes to convert this position to Salary - Operations/Safety Mgr

RCTA requires at least \$18/hour as a starting wage for all positions. All hourly wages above include \$4/hour Hazard Pay that RCTA intends to make permanent.

2.18.1 Compliance with Minimum RCTA Employee Wage Scale

All proposers must match or exceed the above pay scale for all CONTRACTOR RCTA hourly employees. This pay scale is in effect in September 2021 and no employee shall be asked to work for less per hour. A portion of this wage shall be designated as hazard pay during the continued battle with the COVID-19 pandemic, for purposes of federal reimbursement. RCTA strongly desires to a pay scale that keeps all employees, regardless of seniority, well above California Minimum Wage to ensure a supply of motivated and capable employees.

Accordingly, RCTA will not accept a starting wage under \$18/hour for any CONTRACTOR employees domiciled at the RCTA facility. The current CONTRACTOR General/Project Manager is the lone salaried position (there will be two in the next contract, as the Operations/Safety Manager position goes salary) and earns in the range of \$60,000/year. RCTA would like to see this increased by 15% or so to ensure equity and attract and retain top talent to this critical position.

ATTACHMENT 1

1. Source of Funding:

This contract between
entered on _____ (DATE) (AWARDING AGENCY)
and _____ (CONTRACTOR) for

(PROJECT)
is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at

every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. **Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons

with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
 - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to

enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

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

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- D. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- E. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies

delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- F. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each

third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within five (5) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the five (5) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

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

Clean Water

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

Awards Exceeding \$150,000.00

Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C.

5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Awards with Transit Operations

Transit Employee Protective Arrangements (Transit Operation Only)

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

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the

exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations,” 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed:

Drug and Alcohol Testing
Option 1

The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

Drug and Alcohol Testing
Option 2

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing
Option 3

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title

of the Policy Statement the Awarding Agency wishes the contractor to use) as its policy statement as required under 49 CFR Part 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the CONTRACTOR agrees to: (to be determined by the Awarding Agency, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

[REDACTED]

[REDACTED]

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Disadvantaged Business Enterprise (DBE) Program

This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. There is no required goal for this solicitation.

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain

whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Proposer shall complete and submit Proposal Form 1.5, Bidder/Proposer *Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312* for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. There is no contract goal for participation of Disadvantaged Business Enterprises (DBE) in this contract.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for

in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.

In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Recycled Products

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

ATTACHMENT 2**Subject to Revision - Sample RCTA Professional Services Contract****AGREEMENT FOR TRANSIT OPERATIONS AND MAINTENANCE SERVICES
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2022, by and between the Redwood Coast Transit Authority (“RCTA”), and _____, an independent Contractor (“CONTRACTOR”).

RECITALS

WHEREAS, RCTA has an ongoing need to contract with an established operations and maintenance contracting entity/company to furnish services as an Operations and Maintenance CONTRACTOR to deliver daily public transportation services in Del Norte County, under the moniker of Redwood Coast Transit, services that CONTRACTOR is specially trained and experienced and competent to perform; and

WHEREAS, RCTA issued a Request for Proposals (RFP) on September 27, 2021, CONTRACTOR submitted a timely and complete proposal in response, and RCTA deemed CONTRACTOR the most qualified to perform the services of Operations and Maintenance CONTRACTOR; and

WHEREAS, RCTA has selected CONTRACTOR for the Operations and Maintenance CONTRACTOR to deliver daily public transportation services in Del Norte County, under the moniker of Redwood Coast Transit.

NOW THEREFORE, in consideration of the work to be rendered and the sums to be paid for that work, and each and every covenant and condition contained in this Agreement, the parties agree as follows:

1. SERVICES

CONTRACTOR is engaged by this Agreement as the duly authorized Operations and Maintenance CONTRACTOR of RCTA and must provide operations, operations management, maintenance of vehicles, radios, and other equipment, including the 140 Williams Drive Operations & Maintenance facility, data collection and reporting, and a variety of other generally accepted transit operations tasks in connection with its functions. A detailed Scope of Services will be amended to this contract after agreement by RCTA and attached as Exhibit A. The Scope of Services may be revised or updated from time to time by mutual written agreement of the parties.

2. TERM AND TERMINATION

This Agreement begins on January 1, 2022 and, unless extended by mutual written agreement of RCTA and CONTRACTOR, continues until December 31, 2026. This Agreement may be

terminated only in accordance with processes detailed in “Termination of Contract”, on page 16 of the RCTA Operations and Maintenance Services Request for Proposal.

3. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and not an employee of RCTA. At all times during the term of this Agreement, CONTRACTOR will be responsible for his/her own property and income taxes, worker’s compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. RCTA does not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

CONTRACTOR must provide all his/her own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these. Details at this level are contained in the RFP, and the CONTRACTOR Proposal and are enforceable herein.

4. COMPENSATION

As compensation for the services provided hereunder, RCTA will pay CONTRACTOR in accordance with CONTRACTOR’s Cost Proposal, which is incorporated herein by this reference and attached hereto as Exhibit B. CONTRACTOR will submit invoices reflecting work performed prior to payment for services. Invoices will be submitted to RCTA once per month. CONTRACTORs invoicing procedure must comply with all federal, state, and local laws, policies, and guidelines.

5. RECORDS

CONTRACTOR must file and keep all records pertinent to RCTA activities. These are the property of RCTA and CONTRACTOR must transfer all records to RCTA upon termination of the contract. CONTRACTOR will develop and follow a records retention policy that complies with applicable State of California, Caltrans, and Federal Transit Administration laws and policies. CONTRACTOR will make all records available to state and local agencies and the public as appropriate and in compliance with California law.

6. INSURANCE

During the term of this Agreement, CONTRACTOR must maintain insurance of the types and amounts designated below. Certificates of insurance in the form approved by the Risk Manager of Del Norte County must be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance must name RCTA as an additional insured on a primary basis for General Liability Insurance and must state that the policy will not be canceled nor the scope of coverage reduced by the insurer except after filing written notice thereof with RCTA 30 days in advance. No work is authorized until the insurance certificates are filed.

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than Ten Million Dollars (\$20,000,000.00) per occurrence. If general aggregate limit applies, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit will be twice the required occurrence limit.
- b. Worker’s Compensation. As required by the State of California, within Statutory Limits, and Employer’s Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than Ten Million Dollars (\$10,000,000.00) per accident for bodily injury and property damage.

7. LICENSES, PERMITS, ETC.

CONTRACTOR represents and warrants to RCTA that he/she/it has all licenses, permits, qualifications, and approvals legally required for CONTRACTOR perform the services required by this Agreement. If at any time CONTRACTOR ceases to have the licenses, permits, qualifications, or approvals required for CONTRACTOR to perform the services, CONTRACTOR will immediately notify RCTA and this Agreement may be terminated at RCTA’s discretion.

8. STANDARD OF PERFORMANCE

CONTRACTOR must perform all services required by this Agreement in a manner and according to the standards observed by competent practitioners of the profession in which CONTRACTOR is engaged. Failure to perform services in such a manner is grounds for termination of this Agreement.

9. INDEMNITY

CONTRACTOR must defend, indemnify, and hold harmless RCTA and its elected and appointed officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement.

10. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS

During the performance of this Agreement, CONTRACTOR ensures that no otherwise qualified person will be excluded from participation or employment, denied program benefits, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

11. STATE NONDISCRIMINATION CLAUSE

During the performance of the services required by this Agreement CONTRACTOR and any subCONTRACTORS must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONTRACTOR and any subCONTRACTORS will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. CONTRACTOR and any subCONTRACTORS will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference. CONTRACTOR and any subCONTRACTORS will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

12. CONFLICT OF INTEREST

No Congressional representative and no resident commissioner may receive any benefit from this grant agreement or activity. None of the CONTRACTOR's officers, members or employees, designees or agents, governing board members, or other officials of CONTRACTOR have any interest in any contracts or proceeds for the work done in conjunction with this Agreement other than payment for services provided under this Agreement.

13. DRUG-FREE WORKPLACE CERTIFICATION

The CONTRACTOR certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- a. Publish a statement to notify the CONTRACTOR's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- b. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the CONTRACTOR's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

CONTRACTOR must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

15. COMPLIANCE WITH LAWS.

CONTRACTOR will comply with all federal, state, and local laws and ordinances applicable to the work performed under this Agreement. CONTRACTOR is responsible for understanding and

adhering to laws and policies specific to the work performed under this Agreement. The exclusion of an applicable law, policy, or guideline from this Agreement does not excuse CONTRACTOR from responsibility for knowing and following such law, policy, or guideline. CONTRACTOR's failure to comply with applicable law, policy, or guideline is grounds for early termination of this Agreement.

16. MONITORING AND AUDITING

CONTRACTOR agrees to be subject to monitoring and auditing by RCTA and any other entity legally entitled to account for funds expended for performance under the terms of this Agreement. Such monitoring may include, but not be limited to, monitoring for compliance with RCTA's state and federal contracts.

17. GOVERNING LAW AND CHOICE OF FORUM

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

18. COSTS AND ATTORNEYS FEES

If any party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

20. ENTIRE AGREEMENT

This Agreement, along with the 2021 RCTA Operations and Maintenance Contract Request for Proposals, and the Proposal submitted by the selected CONTRACTOR, combine to form the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties; however, neither party is required to approve any proposed amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on January 1, 2022.

REDWOOD COAST TRANSIT AUTHORITY:

By: , Chair

APPROVED AS TO FORM:

Date: _____

Autumn E. Luna, Counsel
Redwood Coast Transit Authority

CONTRACTOR:

xxxxx, xxxxxx

Date: _____

ATTACHMENT 3

Recent Incumbent CONTRACTOR Invoice

FIRST TRANSIT, INC.

CRESENTCITY 55818
140 Williams Dr.
Crescent City, CA 95531

Phone: 707-464-6400
Fax: 707-465-6388

INVOICE #

11746045

Invoice Date

08/11/2021

Terms

Net 30 Days

Customer Number

1270001

Purchase Order #

55818 07.21

Customer Information

Name Redwood Coast Transit Authority
Address 981 H St
Crescent City, CA 95531

Service Description	Location	Account	Amount
Monthly Fixed Fee w/Liability Insurance	55818	43110	\$47,636.48
Monthly Program Management Fee	55818	43810	\$512.50
Other Fixed Route Hours(551.40@29.13)	55818	43110	\$16,062.28
DAR Hours(120.67@29.13)	55818	43110	\$3,515.02
Route 20 hours(347.58@29.13)	55818	43110	\$10,125.10
Travel Training Coordinator/Driver Hours(50.42@29.83)	55818	43810	\$1,503.80
Staff Training/Supplies for Eligibility Program	55818	43810	\$164.98
Pass Thru Revenue	55818	43410	\$3,726.28
Less Ticket/ Pass Sales	55818	43110	(\$4,588.00)
Crisis Hours @ \$2.40 per Hour @ 1798.13	55818	41480	\$4,315.52
Less Cash Collected (Fare Box)	55818	43110	(\$4,294.98)
Cleaning	55818	41480	\$2,600.00

Comments

July 2021 Service

Invoice Sub-Total	81,278.98
TAX EXEMPT	
Sales Tax	0.00
Total	81,278.98
Deposits	0.00
Balance Due	81,278.98

Please detach bottom portion to be returned with remittance

Location Number	55818
Customer Number	1270001
Invoice Number	11746045
Invoice Total	81,278.98

Remit to:

FIRST TRANSIT, INC.
22192 Network Place
Chicago, IL 60673-1221

ATTACHMENT 4

FTA CERTIFICATION FORMS

FORM

- 4A Certification of Restrictions on Lobbying
- 4B Certification Regarding Financial Contributions
- 4C Clean Air – Clean Water Certification
- 4D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 4E Disclosure of Lobbying Activities

ATTACHMENT 4-A

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____
that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Date Executed: _____

SIGNATURE: _____

Name/Title: _____

ATTACHMENT 4-B

CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

Certification to be executed by Proposer and each proposed first tier subCONTRACTOR whose subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

Proposer is responsible for collecting the Certification from each first tier subCONTRACTOR whose subcontract exceeds \$100,000 and submitting it along with its own Certification to RCTA with the proposal on the date proposals are due.

Proposer is advised that if all Certifications are not submitted on the date proposals are due, they must be submitted within five (5) calendar days thereafter. Failure to submit all Certifications within five (5) calendar days following the date proposals are due may render the proposal non-responsive. See instructions in the RFP for submitting Certifications after proposal due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any RCTA Director, or any candidate for Director, from the date proposals are due until the award of the agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Proposer is awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

Date: _____

Name of Firm: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT 4-C

CLEAN AIR – CLEAN WATER CERTIFICATION

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

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

Clean Water Certification:

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

Date: _____

Name of Firm: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT 4-D

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer shall provide immediate written notice to RCTA if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact RCTA for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subCONTRACTOR.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
 7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction
1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: _____

Name of Proposer: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT 4-E

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		
1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan of guarantee <input type="checkbox"/> f. loan insurance	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (Attach Continuation Sheet(s), if necessary)
11. Amount of Payment (check all that apply): \$ actual planned		13. Type of Payment (check all that apply): a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): a. cash <input type="checkbox"/> b. in-kind; specify: nature: _____ value: _____		(Attach Continuation Sheet(s), if necessary)
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment indicated in Item 11:		
(Attach Continuation Sheet(s), if necessary)		
15. Continuation Sheets(s) SF-LLL-A attached:		Yes No
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$1000,000 for each failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL - A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C;
6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C;
4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C;
3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C;
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C;
4910-62-C

ATTACHMENT 5

**COPY OF CURRENT 2017-2021 Redwood Coast Transit OPERATIONS CONTRACT
with Amendments 1-2**

**This file is too large for inclusion in this document, but can be downloaded from
the RCTA website: www.redwoodcoasttransit.org/RFP**

ATTACHMENT 6

Sample OF RECENT MONTH Redwood Coast Transit OPERATIONAL Report

Monthly Transit Service Billing Statement												
Date	Day	Revenue Hours Route 1	Revenue Hours Route 2	Revenue Hours Route 3	Revenue Hours Route 4	Revenue Hours Route 20	Revenue Hours Route 199	Revenue Hours Route 300 - Minimum 2 Hours per day	Revenue Hours Dial-a-Ride	Specials	Revenue Hours Total	
07/01/2021	Thursday	6.50	5.68	5.25	5.93	16.08	3.07	0.00	5.78	0.00	48.30	
07/02/2021	Friday	6.48	5.60	5.40	6.37	15.43	3.00	0.00	6.62	0.00	48.90	
07/03/2021	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/04/2021	Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/05/2021	Monday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/06/2021	Tuesday	6.22	5.72	5.32	5.80	16.82	4.68	0.00	6.83	0.00	51.38	
07/07/2021	Wednesday	6.32	5.70	5.18	5.78	17.47	3.00	0.00	5.03	0.00	48.48	
07/08/2021	Thursday	6.33	5.55	5.28	5.77	16.80	3.08	0.00	5.37	0.00	48.18	
07/09/2021	Friday	6.32	5.75	5.35	5.58	16.42	2.97	0.00	5.82	0.00	48.20	
07/10/2021	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/11/2021	Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/12/2021	Monday	6.40	5.57	5.33	5.82	17.47	3.15	0.00	3.57	0.00	47.30	
07/13/2021	Tuesday	6.40	5.62	5.25	5.77	16.68	3.02	0.00	6.85	0.00	49.58	
07/14/2021	Wednesday	6.72	5.62	5.33	5.77	16.82	3.05	0.00	6.33	0.00	49.63	
07/15/2021	Thursday	6.35	5.83	5.45	5.82	17.05	3.00	0.00	6.17	0.00	49.67	
07/16/2021	Friday	6.25	5.65	5.43	5.77	16.05	3.10	0.00	6.80	0.00	49.05	
07/17/2021	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/18/2021	Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/19/2021	Monday	6.17	5.65	5.30	5.80	16.67	3.48	0.00	1.58	0.00	44.65	
07/20/2021	Tuesday	6.43	5.62	5.45	5.83	16.60	3.07	0.00	7.32	0.00	50.32	
07/21/2021	Wednesday	6.00	5.62	5.85	5.78	16.67	3.00	0.00	6.83	0.00	49.75	
07/22/2021	Thursday	6.38	5.63	5.35	5.85	16.70	3.05	0.00	7.30	0.00	50.27	
07/23/2021	Friday	6.62	5.62	5.37	5.80	16.15	3.07	0.00	6.03	0.00	48.65	
07/24/2021	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/25/2021	Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
07/26/2021	Monday	6.18	6.33	5.25	5.73	16.90	3.18	0.00	7.32	0.00	50.90	
07/27/2021	Tuesday	6.38	5.80	5.30	5.58	16.12	2.98	0.00	5.30	0.00	47.47	
07/28/2021	Wednesday	6.07	5.22	4.70	5.30	16.10	3.08	0.00	3.95	0.00	44.42	
07/29/2021	Thursday	6.20	5.92	5.38	5.75	15.92	2.92	0.00	4.03	0.00	46.12	
07/30/2021	Friday	6.40	5.58	5.45	5.67	16.68	2.82	0.00	5.83	0.00	48.43	
07/31/2021	Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total		133.12	119.27	111.98	121.27	347.58	65.77	0.00	120.67	0.00	1,019.65	

ATTACHMENT 7

INCUMBENT CONTRACTOR WAGES AND BENEFIT LEVELS – September 2021

Current Drivers : X FT, X PT. Full time employees are offered a basic benefit package including medical, dental, and vision coverages with some employer contribution. RCTA places a high priority on recruiting and retaining top talent. Proposers must propose a progressive wage scale for all 5 years of the contract period that meets or exceeds current wages and provides ample opportunity for significant seniority increases over the 5 years of the contract.

All of First Transit's non-driver positions at Redwood Coast Transit are eligible for ACA, as are approximately 65% of driving positions.

Position	Hire Date	Current Hourly Wage
Dispatcher II (Transit)	5/19/2011	\$22.45
Dispatcher II (Transit)	7/2/2021	\$18.00
Driver (First Transit)	8/15/2006	\$23.00
Driver (First Transit)	10/13/2008	\$23.00
Driver (First Transit)	8/20/2020	\$20.00
Driver (First Transit)	5/24/2021	\$19.25
Driver (First Transit)	3/26/2012	\$18.75
Driver (First Transit)	4/9/2019	\$18.00
Driver (First Transit)	8/20/2020	\$18.00
Tech-in-Charge (Transit)	12/3/2007	\$35.31
Trainer I *	8/26/2009	\$24.00

*RCTA wishes to convert this position to Salary - Operations/Safety Mgr

APPENDIX A

REDWOOD COAST TRANSIT AUTHORITY FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS CONTRACTOR COMPLIANCE GUIDELINES

Effective January 1, 1995, all contract service providers that perform safety-sensitive functions (as defined by Federal Transit Administration (FTA) rules) for the REDWOOD COAST TRANSIT operation must comply with the FTA drug and alcohol testing regulations (49 CFR Part 653 and Part 654) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance shall result in suspension or termination of contract and/or non-Payment of outstanding invoices.

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

- operating a revenue service vehicle, including when not in revenue service;
- operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
- controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
- maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
- carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

IMPLEMENTATION GUIDELINES

The General Manager shall ensure that all Proposals or Requests for Proposals (RFPs) for services that include the performance of safety-sensitive functions as defined above shall include a provision requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The RCTA reserves the right to audit the proposer's drug and alcohol testing program prior to awarding the contract.

Prior to start of work, the successful Proposer must certify to the General Manager that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the contract. A copy of the signed certification shall be sent to the General Manager.

Using the EZ format prescribed by the FTA for the annual report (see appendix B to 49 CFR Part 653 and Part 654), each covered CONTRACTOR shall send a quarterly drug and alcohol testing report to the General Manager. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter. Continued payment of CONTRACTOR invoices by the RCTA is contingent upon CONTRACTOR submission of the required reports on a timely basis and compliance with FTA-mandated rules.

On an annual basis, and no later than February 15 of each year, each covered CONTRACTOR shall submit to the General Manager annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year.

The General Manager shall be responsible for filing the CONTRACTOR's annual reports with the FTA. The reports shall be submitted to the FTA no later than March 15 of each year.

The General Manager for each covered contract shall be responsible for the ongoing monitoring of CONTRACTOR compliance with DOT/FTA regulations, including ensuring that the quarterly and annual reports as described above are submitted on time.

On an annual basis, the General Manager shall audit CONTRACTOR compliance, which may include site visits.

The General Manager shall be responsible for coordinating CONTRACTOR responses to the audit findings and ensuring the corrective actions are taken on a timely basis.

Joseph Rye, RCTA General Manager

APPENDIX B

Redwood Coast Transit August 2021 FLEET ROSTER

Redwood Coast Transit Fleet - August 1, 2021															
Fleet No.	Year	Chassis Make	Body Make	Vehicle Identification Number	License Number	Fuel	Fixed Seats	Folding Seats	Wheelchair Positions	Length	Mileage	Condition	Replacement Schedule	Engine Year and Family	Displacement
210	2017	MV-1	MV-1	57WMD2C63FM100110	E1527221	gas	4	0	1	15'	79,413	E	2023/24	2015 ford	3.7 ltr
220	2017	Ford	Eldorado	1FDFE4FS0HDC57168	E1527233	gas	12	4	2	22'	109,806	E	2023/24	2017 ford	6.8 ltr
221	2015	Ford	Eldorado	1FDFE4FS3GDC07072	E1473503	gas	18	8	3	24'	157,799	G	2021/22	2015 ford	6.8 ltr
230	2019	Ford	Champion	1FDFE4FS0KDC36537	E1578603	Gas	16	4	2	27'	30,724	E	2025/26	2019 ford	6.8 ltr
231	2019	Ford	Champion	1FDFE4FS6KDC37322	E1578602	Gas	16	4	2	27'	32,795	E	2025/26	2019 ford	6.8 ltr
285	2010	GMC 5500	Glaval	1GDE5V1999F411291	E1344934	Diesel	19	6	2	31'	339,614	P	2013/14	2009 duramax	6.6 ltr
286	2011	Ford	Glaval	1FDFE4FS1BDA43104	E1406811	Gas	14	4	2	25'	300,960	G	2017/18	2010 ford	6.8 ltr
288	2011	Ford	Glaval	1FDFE4FS7BDA43107	E1406812	Gas	10	6	2	22'	286,794	G	2017/18	2010 ford	6.8 ltr
291	2012	Chev	ARBOC	1GB6G5BG0B1185634	E1406955	Gas	17	6	3	26'	203,444	F	2018/19	2011 chevy	6.0 ltr
292	2013	Freightliner	Glaval	4UZADRDU4ECFM6718	E1418665	Diesel	26	4	2	37'	358,745	G	2019/20	2013 cummins	6.7 ltr
293	2013	Freightliner	Glaval	4UZADRDU9ECFN9402	E1418664	Diesel	26	4	2	37'	373,685	G	2019/20	2013 cummins	6.7 ltr
294	2017	Ford	Eldorado	1FDGF5GT7FEA66021	E1527236	Diesel	20	6	2	32'	122,103	E	2023/24	2014 ford powerstroke 2015 ford powerstroke	6.7 ltr
295	2017	Ford	Eldorado	1FDGF5GT0FED59186	E1527232	Diesel	20	6	2	32'	137,551	E	2023/24	2014 ford powerstroke 2015 ford powerstroke	6.7 ltr

APPENDIX C

CURRENT Redwood Coast Transit BUS BROCHUREs (ROUTE SCHEDULES)

This document is not available in hard copy format at this time. You may download the document at www.redwoodcoasttransit.org

APPENDIX D

AGREEMENT - OPERATIONS AND MAINTENANCE FACILITY USE AGREEMENT

This Operations and Maintenance Facility Use Agreement ("Agreement") is entered into as a condition of the Redwood Coast Transit System Management, Operations, and Maintenance Services Agreement between Redwood Coast Transit Authority ("RCTA" or "Owner") and _____ ("CONTRACTOR" or "User") on the same date as said Agreement, and shall become effective on January 1, 2022.

Premises. RCTA hereby agrees to allow CONTRACTOR to utilize the Operations and Maintenance Facility and adjacent yard areas located at 140 Williams Drive, Crescent City, California at no cost (\$0) but requires CONTRACTOR to abide by this AGREEMENT.

Delivery of Premises. RCTA shall deliver to CONTRACTOR a facility and yard area which shall be clean and in an acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the described areas in a condition not less than that which the areas were in at the time of commencement of this Agreement.

Improvements. The RCTA shall retain control, ownership and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements to the RCTA. These improvements are classified as improvements that are, in some manner, attached to the physical structure of the Operations and Maintenance Facility and would result in cosmetic or structural damage to the Operations and Maintenance Facility upon their removal. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of the RCTA.

Condition of Premises During and at Expiration of Agreement. CONTRACTOR shall, along with the RCTA's Transit Manager, inspect and agree upon the condition of the Operations and Maintenance Facility and yard area at the inception of the Redwood Coast Transit System Management, Operations, and Maintenance Services Agreement. An exit inspection of the Operations and Maintenance Facility and yard area shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Operations and Maintenance Facility and yard area to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

Facility Cleaning and Maintenance. The CONTRACTOR shall maintain the office areas, meeting rooms, restrooms, maintenance shop, and all yard areas in a clean, neat, professional manner; and shall be solely responsible for all routine cleaning, maintenance, and trash removal, except that RCTA shall pay for routine landscape maintenance as a pass-through expense.

Facility Equipment and Systems Maintenance. The CONTRACTOR shall document and submit a preventive maintenance program for the Operations and Maintenance Facility within 60 days following the effective date of this agreement. The CONTRACTOR's preventive maintenance program shall adhere to the recommended preventive maintenance schedules and applicable warranty requirements for all facility-related equipment and systems, including lighting, plumbing, electrical and Mechanic/Tech in Chargeal equipment and systems such as HVAC, wastewater filtration, fluid delivery, and hydraulic lift systems.

Facility Repairs. The CONTRACTOR shall be responsible to monitor the condition of the Operations and Maintenance Facility. When repairs are needed to correct loss or damage, or to correct for normal wear and tear, the CONTRACTOR shall perform or designate suppliers to perform all repairs costing up to \$500 per occurrence. If the CONTRACTOR determines that repairs will exceed \$500 for a single occurrence, then the CONTRACTOR shall notify RCTA with a written description of the repair needed and, if practicable, a repair estimate and recommended course of action. CONTRACTOR shall allow adequate and reasonable time for the Authority to determine the extent of the situation and repair the noted problem or authorize CONTRACTOR to repair the problem, if needed. The RCTA, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures exceeding \$500 per occurrence and not resulting from negligent use or operation of the Facility or the provided equipment by the CONTRACTOR and its employees, agents, or vendors. If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Operations and Maintenance Facility to a condition acceptable to RCTA management. CONTRACTOR shall notify the RCTA Transit Manager of the damage. The RCTA Transit Manager will assess the extent of the damage and direct the needed repairs.

Hazardous Materials Program. The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State, and Local laws and regulations. Records regarding the purchase, storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 material shall be delivered to or placed within the Operations and Maintenance Facility without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

Utilities: The CONTRACTOR shall be response to provide all utilities including electricity, propane, natural gas, water, sewer, and trash collection. FY 15-16 utility costs were \$16,661.

Current CONTRACTOR-provided equipment and Furnishings at Williams Drive

- | | |
|-------------------------------|---|
| 1. Desk (11) | 10. Table, folding (1) |
| 2. Bookshelf, large (3) | 11. Hutch (4) |
| 3. Bookshelf, small (3) | 12. Bench (1) |
| 4. Chair, office, rolling (8) | 13. Couch (1) |
| 5. Chair, other (12) | 14. A/V cart (1) |
| 6. Filing cabinet, large (4) | 15. Refrigerator (1) |
| 7. Filing cabinet, medium (1) | 16. Lockers, employee (1 unit, 15 individual lockers) |
| 8. Filing cabinet, small (5) | 17. Microwave (1) |
| 9. Table, large (2) | 18. Workbench (1) |

APPENDIX E

CTSA Program Details - ADA Complementary Paratransit Eligibility Determination Process – Transit Travel Training

Introduction

RCTA's General Manager takes the lead role in the ADA Eligibility Determination Program with clerical support from CONTRACTOR. Using GetGoing Software, RCTA applicants are required to submit a completed paper application (available online, hard copies can be mailed upon request) and such paper application data is entered into GetGoing by CONTRACTOR staff, who then submit the application electronically to RCTA General Manager for evaluation. RCTA GM completes evaluation (including phone interview when necessary) and notifies CONTRACTOR of outcome, including generation of approval/denial letter. CONTRACTOR Staff then mail out letter, contact applicant and schedule appointment to visit Williams Drive M&O Facility for taking of photo and creation of photo ID card. CONTRACTOR staff update applicant's file in paratransit scheduling database.

The Transit Travel Training program is led by CONTRACTOR with marketing support by RCTA General Manager. CONTRACTOR staff (ideally General/Project Manager) initiate marketing events, including standing sessions at Senior Center and other locations with a high likelihood of interest in travel training (could be schools as well). CONTRACTOR schedules and delivers group and 1-1 trainings with clients interested in learning how to ride the RCTA fixed route bus system. Attendance is tracked and follow up contacts are made in the future to offer more training and track the effectiveness of the initial trainings. CONTRACTOR staff are to enroll in an and complete professional Travel Training programs, including but not limited to the Easter Seals Project Action Transit Travel Training program. RCTA General Manager supports the program by creating, printing, and updating a color-brochure and promoting the program on the RCTA website.

APPENDIX F

RCTA
SAFETY, SECURITY, AND EMERGENCY PREPAREDNESS PLAN
Large Document, Available Online only at:
www.redwoodcoasttransit.org/RFP

PROPOSAL FORM 1.1

BUDGET PROPOSAL OPERATIONS AND MAINTENANCE

Instructions to Proposers: This Form 1.1 is to be used to submit the budget proposed for all work described in this RFP. The proposed budget must consist of fixed hourly costs, by mode of service, and fixed monthly costs.

	Base Years					Option Years	
Contract Year (CY 22 means January thru December 2022)	CY22	CY23	CY24	CY25	CY26	CY27	CY28
Fixed Route Service Hour Rate							
Dial A Ride Service Hour Rate							
Special Service Rate for CTSA Service Hours							
<i>Monthly Fixed Fee</i>							
<i>Monthly Liability Insurance (General & Auto)</i>							
Total Annual Price							
<i>Elements of Price/Rev Hour</i>							
Operator Wages							
Operator Benefits							
Other Operating Costs (specify):							
1. Bus Stop Janitorial							
Subtotal							
<i>Monthly Fixed Price Elements</i>							
Project/General Manager Salary							
Project/General Manager Benefits							
Trainer Salary							
Trainer Benefits							
Dispatcher I/Dispatcher II Salary							
Dispatcher I/Dispatcher II Benefits							

	Base Years					Option Years	
	CY22	CY23	CY24	CY25	CY26	CY27	CY28
Contract Year (CY 22 means January thru December 2022)							
Mechanic/Tech in Charge/Tech in Charge Salary							
Mechanic/Tech in Charge/Tech in Charge Benefits							
Service Assistant Salary							
Service Assistant Benefits							
Bus Stop Janitorial Salary							
Bus Stop Janitorial Benefits							
CTSA Eligibility Support Costs							
CTSA Travel Training Support Cost							
Non-Vehicle Insurance							
Office Expenses							
Uniform Expenses							
Training Expenses							
Incentives/Liquidated Damages							
Other Expenses (specify):							
1. utilities							
Contract Overhead							
Profit							
Subtotal (Per Month)							

PROPOSAL FORM 1.2

PROPOSER'S PROPOSED STAFFING LEVELS-OPERATIONS, ADMINISTRATION AND MAINTENANCE

	Base Years										Option Years			
	CY 2022		CY 2023		CY 2024		CY 2025		CY 2026		CY 2027		CY 2028	
	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale
General/Project Manager														
Operations/Safety Manager														
Dispatcher I														
Lead Dispatcher														
Mechanic/Tech in Charge/														
Fueler/Washer/Utility/ Service Assistant														
Bus Operators														
Full Time Vehicle Operators														
Part Time Vehicle Operators														
Extra Board Operators														
On-Call Operators														
Training Wages														
Probationary Wages														
Other Staff (specify title and function)														
2.														
Personnel Located Off-Site														
Total Staffing														

PROPOSAL FORM 1.3

OPERATOR WAGE and BENEFIT DETAIL

(Alternate Formats for providing the required information are acceptable.)

Wage Scale by Seniority

Seniority	Base Years					Option Years	
	CY22	CY23	CY24	CY25	CY26	CY27	CY28
Training							
Start							
6 months							
1 Year							
2 Years							
3 Years							
4 Years							
5 Years							
6 Years							
7 Years							
8 Years							
9 Years							
10 Years							

Additional wage information:

Benefits

Type of Benefit	Description of Contribution/Coverage and Amount of Employee and Employer Contribution
Medical	
Dental	
Vision	
Life Insurance	
Holiday Pay	
Bereavement Leave	
Paid Time Off	
Paid Sick Leave	
Other	

Additional benefit information:

PROPOSAL FORM 1.4

ADDENDUM RECEIPT

The bidder acknowledges that it has received the following Addenda:

Addendum # _____ Signature _____

PROPOSAL FORM 1.5

FTA Form ADM-0312F – DBE Good Faith Effort Documentation
Splice in from pdf

September 27, 2021

MEMO TO: Board of Directors
FROM: Joe Rye, General Manager
SUBJECT: Discussion of RCTA-Greyhound Partnership—Past, Current and Future



RECOMMENDATION:

Discuss Greyhound partnership and provide input to future negotiations between RCTA and Greyhound.

BACKGROUND:

Greyhound once served Crescent City directly from the Bay Area via Arcata. About two decades ago, Greyhound truncated that run at Arcata due to low ridership in the Arcata to Crescent City segment. RCTA responded by initiating Route 20 connecting Smith River, Crescent City and communities along Highway 101 to Arcata in Humboldt County, taking on the old Greyhound route. Route 20 was launched in 2005 and a late evening trip was added in 2011. That night trip was transformed to mid-day in 2018 due to low ridership and organizational strain caused by the late-night operations. Formerly three round trips a day, COVID reduced that to two since April 2020 (the mid-day trip was suspended). As envisioned, the Route 20/Greyhound connection provided a continuous bus service along the U.S. 101 corridor between Northern California and Oregon. However, due to the late-night arrival times of Greyhound from the Bay Area, few riders took advantage of the night run to Crescent City, and an overnight stay in Crescent City was required to continue travel north to Oregon, both coastal locations and Greyhound and Amtrak hubs in Grants Pass and Medford, OR. The RCTA Smith River – Arcata Route provides the only intercity bus service to the Redwood National and State Parks. SW POINT (provided by ODOT, the Oregon Department of Transportation) provides one daily trip between Brookings, Crescent City, Grants Pass, and Medford. The Grants Pass/Medford area is growing in importance for Del Norte residents as a cluster of shopping and medical services on par with Arcata/Eureka in demand.

RCTA formalized its partnership with Greyhound in 2015 by executing an agreement to become an “Interline Partner”, meaning an extension of Greyhound, accepting Greyhound tickets and selling them locally. RCTA’s partnership with Greyhound has eroded over the past few years. Both partners sold and honored Greyhound tickets for through trips, reimbursing the other based on Greyhound mileage computations. However, ridership never materialized as expected, and by 2019, sales of Greyhound tickets from 140 Williams Drive (RCTA office) had fallen and Greyhound stopped offering the NB connection ticketing option on their website. The biggest challenge to the partnership from day one was the timing of the Greyhound arrivals and departures. Greyhound ran two trips/day (pre-pandemic) but one arrived in Arcata at 5am, the other at 11pm. Connecting with those trip times (driven by Bay Area ridership) was tough, stretching RCTA thin, with little ridership.

Route 20 continues to be the main public transit connection between Humboldt County and Crescent City. Residents rely on it for access to larger city shopping and medical services, and both College of the Redwoods and Humboldt State college students use it for access to campuses. Route 20, especially between Crescent City and Arcata, is also a very difficult route to operate, vulnerable to Hwy 101 road closures, taxing vehicles with many 7% grades, on an alignment nearly 200 miles in round trip length. From a passenger perspective, long trips on RCTA’s type of bus can be unpleasant, due to coaches lacking air suspensions and onboard amenities (toilets) desired in long distance bus travel. Still, the Route 20 connection is a lifeline to the communities it serves and is the only scheduled daily fixed route service to Orick and the Redwood National & State Parks. Performance of Route 20 is marginal south of Crescent City, even pre-pandemic, with an average riders-per-hour of 3.01 in FY 18-19, and this is deceptively high, as the 3.01 riders co-mingles the more-productive northern (Crescent City to Smith River) segment with the lesser-ridden southern extension to Arcata.

Discussion

Greyhound in Recent Years

Greyhound has long been in a trend of service reductions as it struggles to compete with low-fare airlines for long distance travel markets. Ridership between Crescent City and Arcata for Greyhound has never been strong. The only exception has been the steady use of the southbound morning trip by Pelican Bay State Prison to transport parolees to points south, which can range from 0 to 10 parolees on any given day.

Since the onset of the COVID-19 pandemic, Greyhound has reduced its North Coast service from two trips a day to one, moving the arrival and departure times, without notifying RCTA. These changes have caused the timing of the connections with Route 20 to deteriorate, as Greyhound now arrives to Arcata at 3:45am (six plus hours ahead of Route 20 NB departure time of 10am) and departs from Arcata south towards the Bay Area at 2:15pm (four plus hours after AM Route 20 arrives at 9:22am). The length of these layovers is a major problem.

However, even after reductions in service across North America, Greyhound continues to enforce an older standard that requires all connections to be either less than 4 hours apart, or at an open passenger waiting facility. The Arcata Transit Center (ATC) opens daily around 7am, but the single daily (except Tuesdays and Wednesdays, which now have no bus) northbound Greyhound bus now arrives at 3:45am. Due to the ATC being closed, and the layover (before the Route 20 NB departs ATC at 10am) more than 4 hours, Greyhound stopped selling through tickets to Crescent City on its website. In general, with the exception of a couple of RCTA-requested meetings, Greyhound routinely makes changes to its schedule without any warning. RCTA often hears about schedule changes via its partners in the Far North Transit Group, rather than directly.

RCTA Morning Trip

This puts RCTA in a tough spot, as there is likely very little southbound travel market from Del Norte County that would want to leave Del Norte at 5am daily. RCTA cannot simply run a bus empty from Del Norte to enable an earlier AM NB departure, nor move up that morning trip, without alienating one of the major trip generators on Route 20, Pelican Bay. Pelican Bay releases parolees at 7am daily. To depart Arcata NB within the arbitrary Greyhound 4-hour window (to reinstate GH website ticket sales) RCTA would have to move that AM southbound Pelican Bay departure to 5am, which is not supported by the prison or any known market demand. Another (bad) option would be to “deadhead” a bus each AM to setup a return NB early around 7am.

RCTA Afternoon Trip

The new Greyhound southbound schedule also does not work with Route 20 to comply with the Greyhound 4-hour ticket window. The lone daily (except Wednesday and Thursdays, which have no SB trips) Greyhound bus southbound now leaves Arcata at 2:15pm in the afternoon, making the RCTA feeder connection the 9:22am arrival in the morning from Crescent City. Again, the layover is over 5 hours. Should RCTA be able to reinstate the midday trip of Route 20 (departing Cultural Center 10am, arriving Arcata 11:52am) that would “re-connect” with the new Greyhound 2:15pm SB (2+ hour layover), allowing Greyhound to sell tickets for this segment.

This is worthy of attention for more than one reason. More convenient layovers would be much more comfortable for our passengers and conducive to building ridership. However, as mentioned, Greyhound cannot be blamed for catering to the majority of its North Coast travel market, which is the Bay Area to Arcata customers. Greyhound has had success over these many years with trips leaving Oakland in late evening arriving Arcata very early in the AM. Considering the tiny market north of Arcata, this is unlikely to change.

If Greyhound would modify or make an exception to its policy of not marketing (selling tickets, showing as an connection) trips that feature either 1) have more than a 4 hour layover, and/or 2) are at a location without indoor waiting areas, then RCTA could probably continue as an interline partner without a doubt.

There exists a risk RCTA might face if it cannot find a way to mesh its schedules with the declining Greyhound service. RCTA receives a significant amount of FTA Section 5311(f) funding for Route 20, which is competitively awarded yearly, and “meaningful connections” are a part of the scoring criteria for funding. RCTA has enjoyed between \$120k and \$300k of FTA 5311(f) each year in the last decade. This funding is used for Route 20 operations, but could be awarded to other transit agencies competing for interregional funds. This funding loss could damage RCTA’s ability to maintain Route 20, both southern and northern segments.

Other Non-Schedule Related Issues

RCTA’s Greyhound Interline Partnership has been hampered from the start by a lack of staffed presence at the Cultural Center Transit Hub. This makes selling tickets to “walk-up” customers difficult, and puts RCTA in a spot where we cannot easily support ticketing in general. Greyhound passengers must have access to a printer to self-print a ticket (Greyhound policy) to show RCTA drivers in order to board. RCTA is planning for obtaining a location and structure/vehicle to introduce staffing to the Cultural Center, and this would help with GH sales. There may even be some market for Greyhound Package Express services, but staff will need to research fully.

Staff have contacted the Greyhound Planning group who made the schedule changes and we have agreed to have a Zoom meeting to explore all options in order to ease the burden for our mutual passengers. Greyhound reviews schedules quarterly, and someday RCTA hopes to add back a third round trip to Route 20.

Amtrak Thruway Bus Service in Arcata

Arcata is served by Amtrak buses in addition to Greyhound. RCTA has never aimed at Amtrak schedules as a target for connections, but many RCTA Route 20 riders do use Amtrak to get to points south, rather than Greyhound, especially since the COVID-19 deep cuts to Greyhounds schedules. In fact, the morning RCTA trip that arrives at 9:22am feeds nicely into the lone southbound Amtrak bus departing Arcata at 10:00am. The afternoon northbound Route 20 departs Arcata at 5:50pm, a nice connection with one of Amtrak’s two daily northbound trips, which arrives at Arcata at 5:25pm. RCTA’s and Amtrak’s current schedules mesh well.

Amtrak thruway bus service operates very much like Greyhound (premium comfortable over-the-road buses w/toilets) but has long been shackled with legislation (pushed by Greyhound) that prohibits the sale of tickets that do NOT include at least a segment of rail travel. Amtrak California has extensive train services, the closest being Martinez on the Capital Corridor, but this “train segment required” has served to stunt the growth of North Coast Amtrak thruway bus ridership. While there have been rumors of legislative action to undo this restriction, and open up more travel options in rural California, to date it still appears impossible to buy an Amtrak bus ticket from Arcata to Santa Rosa, for example. As Greyhound voluntarily pulls further out of rural California, it may be politically feasible to lift the restriction on “bus only” Amtrak ticketing. Staff is in the process of collaborating with Amtrak to get RCTA’s Route 20 information cited in the train schedules, as some local transit agencies already enjoy. This might help market the surprisingly good current daily connections.

Recommendation

Staff is asking the Board for input to this process, recommending continuing to negotiate with Greyhound to provide the best ridership experience for through passengers at Arcata, while talking with Amtrak California.



Redwood Coast Transit Authority
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September 20, 2021

Sean Sweeney, Manager
Greyhound Office
350 North Saint Paul Street- 10th Floor
Dallas, Texas 75201

Regarding: Schedule change, Arcata-San Francisco Route – interface with RCTA Route 20

Redwood Coast Transit operates all public transit in Del Norte County and is a Greyhound Interline Partner for connections between Arcata and Crescent City, California. We learned last week of the schedule change of your San Francisco-Arcata service and have some comments/requests, listed below:

1. Please add us to the list of public transit operators to contact when operations change. Our General Manager is Joe Rye at tmtconsulting@gmail.com and our service contract Manager is Fernando Hernandez a Fernando.Hernandez@firstgroup.com.
2. The Greyhound Trip Planner/Online Reservations System no longer markets our connections. RCTA's Greyhound Interlined Service, Route 20, leaves the Arcata Transit Center northbound at 10:00 AM and 5:50 PM to Crescent City, CA. The 10:00am NB Route 20 continues a connection with the overnight 1484 bus that now arrives in Arcata from the Bay Area at 3:45am. We continue to get some Greyhound ticket users on this run, though now the layover is 6+ hours. When using the GH trip planner today, I could no longer book directly through to Crescent City from the Bay Area. What can be done to restore availability of this NB trip option online?
3. Southbound Route 20 is in a like situation. The AM bus arrives at 9:22am, 4+ hours ahead of your new 2:15pm Southbound trip 1481. However, this connection also does not show in the GH trip planner. What can be done to restore availability of this SB trip package option online?
4. Due to COVID, RCTA stopped Saturday operations of Route 20 in April 2020. RCTA is happy to announce that Saturday Route 20 is reinstated effective October 9, 2021. However, RCTA also cut the midday trip of Route 20, departing Arcata for Crescent City NB on weekdays at 12:40pm, and this trip has yet to be restored. **Please delete this trip from the GH trip planner and cease selling tickets.** See <http://redwoodcoasttransit.org/routes-schedules/route-20/> for updates.
5. Which brings us to an important request – **Please don't sell Sunday Greyhound tickets from Arcata to Crescent City**, there is no Sunday RCTA Route 20 Service and never has been.

Thank you for the opportunity to comment on challenges facing our 6-year old partnership.

Joe Rye, General Manager
Redwood Coast Transit Authority