

REQUEST For PROPOSALS

PROJECT TITLE:

**Automated Customer Service and
Operational Trip Reporting System**

TO BE PREPARED FOR:

Lassen Transit Service Agency

SUBMIT PROPOSALS TO:

**Regina Schaap Administrative Assistant
Lassen County Administration
221 S. Roop St., Suite 4
Susanville, CA 96130**



Proposal Released: February 16, 2010

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1. NOTICE INVITING PROPOSALS

Notice of Request for Proposals

PUBLIC NOTICE IS HEREBY GIVEN that the Lassen Transit Service Agency, hereafter the LTSA, is requesting proposals for an automated customer service and operational trip reporting system in accordance with the provisions and specifications which are set forth in the Request for Proposals (RFP).

Sealed bids will be accepted until 4:00 p.m., April 1, 2010, at which time they will be publicly opened.

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

Dan Douglas, Transportation Planner
Lassen Transit Service Agency
(530) 251-8305 Phone
(530) 251-2675 Fax

and/or they can be obtained in PDF format by visiting our web site at:
www.lassentransportation.org.

All proposals shall be in writing and will be accepted until 4:00 p.m., April 1, 2010 at 221 S. Roop St. Suite 4, Susanville CA, Attn: Regina Schaap, Administrative Assistant. Any proposals or portions thereof received after that time and date will not be accepted.

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

Each bid must be submitted on the forms made available by the LTSA and *shall be identified on the outside of the package* as "LASSEN RURAL BUS – AUTOMATED CUSTOMER SERVICE AND OPERATIONAL TRIP REPORTING SYSTEM PROPOSAL", on the sealed envelope. All forms shall be enclosed inside the sealed envelope. Please see the complete Request for Proposal for specific communication, comment and protest procedures.

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

Notice is hereby provided that Proposers must meet 1.76% DBE/UDBE.

The LTSA reserves the right to accept or reject any or all proposals.

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2. INTRODUCTION and BACKGROUND

Lassen County lies in the northeastern section of California, sharing a common boundary to the east with the State of Nevada, and bounded on the north by Modoc County, on the west by Shasta County and on the south by Plumas and Sierra Counties. It is the eighth largest county in the State, containing 4,729 square miles. The County's one incorporated city, Susanville, has an estimated population of 17,402. The unincorporated area has an estimated population of 18,148 for a total county wide population of 35,550 as estimated by the California Department of Finance for January 1, 2010.

Major industries in the County include; two (2) state prisons - California Correctional Center and High Desert State Prison, Sierra Army Depot, one Federal Prison – FCI-Herlong, tourism, agriculture, timber, and other federal, state, and local governmental agencies.

Lassen Transit Service Agency (LTSA) is the owner/operator of the Lassen Rural Bus public transit service (LRB). The LRB currently operates ten (10) buses on one (1) fixed route with complimentary dial-a-ride service provided within the City of Susanville, two (2) commuter routes, two (2) demand response routes, and special transportation, including charters for qualified human service organizations and the public (*after the exhaustion of all private charter providers willing and able to provide service*). The LRB transit system is designed primarily to provide service to the elderly, handicapped, low income, and college students, while always being available for the general public. The City of Susanville and the communities to the east, west and south of Susanville currently benefit from the service.

The LRB is connected to the California intercity bus network as well as the National Regional Bus Network. Lassen Rural Bus (LRB) has strategically partnered with neighboring transportation providers to coordinate service to Plumas County; Modoc County; Reno Nevada; Carson City, Nevada; Klamath Falls, Oregon; Chico, California; Inyo County and Modoc County.

Through its partnership with Modoc Transportation Agency, LRB riders can connect to Intercity points, south of Reno, Nevada (Carson City, Nevada; Bishop, California; and Ridgecrest, California) through a connection point with Eastern Sierra Transit Association (ESTA), Monday's Wednesday's and Friday's.

2.1. Project Overview

The project aims to improve the relationship between LRB inter and intra-city transportation. Because Lassen Rural Bus acts as a feeder system into Sage Stage inter-city bus, it is important that LRB riders have up to date accurate information of all vehicles so that they can make real time decisions. The easiest example is taken from the airline system. If a rider needs to get to a connecting flight and that flight is delayed, the rider needs to have web or phone access to a system that can inform them of the delay so that they can make better informed transportation decisions.

LTSA proposes to install a new Automated Phone system that will enable its riders, social service agencies and case workers to inquire via a phone call, location

information about the ride they have booked or bus they are waiting for. They shall be able to call the transit service and determine when and who will pick them up, as well as the vehicle's estimated time of arrival. On the day of the travel they can determine via a phone call, if the vehicle is running late. In case of pre-booked trips the phone system shall also call the rider the day before and on the same day and inform them about the current location of the vehicle (much like if you book an airline ticket via Orbitz.com and it informs you on your cell phone about the status of the flight).

The system will allow for a reduction in no-shows and an increase in successful transfers between regional providers on intercity trips. It will also allow for easier access to information in local and intercity routes, times and availability.

Upon completion of phase two of the Northern California Google Transit project, LTSA will integrate these IVR technologies with the Google Transit system as well as the emergency management program. By utilizing the call back features of the IVR system. LTSA and Lassen County may chose to expand the information distributed through the phone system to include public safety announcements.

In the future LTSA may procure AVL/MDT technologies. LTSA requires that the system proposed record the vehicle location information supplied by GPS computers if/when they are installed on the vehicles. The possible introduction of these technologies will allow for current location of all vehicles to be visible on a map and based on the published schedules (fixed route) and inter city routes the system shall determine the current location of each vehicle and then estimate the time of arrivals on the remainder of the routes or to a requested location.

3. PROCUREMENT PROCESS

3.1. **Proposal Format and Required Information**

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

Proposals must be received at the Lassen County Office of Administrative Services no later than 4:00 p.m., on **April 1, 2010.**

Each Proposing firm must submit **seven (7) sets (one original) of each of the following in sealed envelope(s) marked on the outside of the envelope "LASSEN RURAL BUS – AUTOMATED CUSTOMER SERVICE AND OPERATIONAL TRIP REPORTING SYSTEM PROPOSAL "** and the name of the Proposing firm, including:

- 1) Completed, signed and dated certification to the FEDERAL "BUY AMERICA" requirement, page 13, the LOBBYING REQUIREMENTS, page 15, and DEBARMENT AND SUSPENSION REQUIREMENTS on page 21, and
- 2) Completed, signed and dated Cost Proposal; and
- 3) Other proposal information, including proposals on options, if any. Additionally, proposals must be accompanied by a signed copy of any RFP addenda issued.

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

Proposals must be delivered to the attention of:

Regina Schaap, Administrative Assistant
Lassen County Office of Administrative Services
221 South Roop Street, Suite 4
Susanville, CA 96130

If mail delivery is used, the Proposer should mail the proposal early enough to provide for arrival by the specified deadline. Proposer uses mail or courier service at Proposer's own risk. The LTSA will not be liable or responsible for any late delivery of proposals. Proposals or parts of proposals received after the date and time specified will not be considered and will be returned to the Proposer unopened. **No faxed or emailed submittals will be accepted.**

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

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

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

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

3.2. Tentative Schedule

ACTIVITY/EVEN	DATE
1.) RFP advertised and released	February 16, 2010
2.) Deadline for submitting questions regarding the RFP	March 5, 2010
3.) LTSA responds to questions submitted in writing and submits addenda if necessary	March 19, 2010
4.) Proposals Due (<i>Public proposal opening</i>)	April 1, 2010

NOTE: Dates, including start-up date are subject to change at the sole discretion of LTSA.

3.3. Pre-Proposal Questions and Comments

Questions may be submitted prior to the conference by sending them in writing to Dan Douglas, Transportation Planner, Lassen County Department of Public Works, 707 Nevada Street, Susanville, CA 96130 or sending facsimile to (530) 251-2675. All questions are due to be submitted by March 5, 2010. A response to the questions will be sent electronically (*provided an email address is submitted to staff*) to all parties by March 19, 2010. If necessary, an addendum will be mailed to Proposer's at the address they supply. These addenda must be signed and returned by Proposer as part of the proposal package.

3.4. Protests

Any prospective Contractor wishing to protest any aspect of this request for proposals or selection process must do so in writing to Larry Millar, LTSA Executive Director. Any protest must be specific, include proposed relief or the issue(s) raised and must be received by the LTSA by March 5, 2010. All protests will be reviewed by the Executive Director of the LTSA for issuance of an RFP addendum or rejection of the protest. The decision of the Executive Director of the LTSA is final, subject to the confirmation of the LTSA.

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

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.

- 2) Violations of LTSA's protest procedures.
- 3) Failure of LTSA to review a complaint or protest.

The protest filed with Caltrans shall:

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

Such protests should be sent to:

State of California
Department of Transportation
Mass Transportation Program
PO Box 942874
Sacramento, CA 94274-0001

3.5. RFP Addenda

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

All addenda will be mailed to each prospective Contractor on the Contractors' list and provided along with the original RFP when requested by a Contractor not on the existing list. The Contractor shall be responsible for utilizing the bid conference question and comment process and protest process to resolve any concerns or questions resulting from the RFP and any addenda issued. All addenda shall become part of the contract documents and all Contractors shall be bound by such addenda, whether or not received by the Contractor.

3.6. Selection Process

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

The proposals will be reviewed and evaluated by the evaluation committee who shall prepare recommendations regarding a determination as to whether each proposal is responsive to the requirements of the RFP and if the bidder meets financial responsibility criteria.

The evaluation committee will use the following criteria, but not limited too, to evaluate all qualified proposals:

Criteria	Weight
1. Proposal Response, how well the issues are addressed	30
2. Training and Technical Support	20
3. Pricing	20
4. Implementation plan and Schedule	20
5. Qualifications of Project Team	10

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

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

1. Conflict of Interest

Any proposal which indicates a conflict of interest will be considered non-responsive and will be rejected.

2. Experience and Financial Status

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

- (a) The firm must have adequate financial resources or the ability to obtain such resources as required during performance of the Agreement and must present the LTSA with the latest financial statements, including Income Statement and Balance Sheet.

3.7. Award

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

3.8. Verbal Agreement or Conversation

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

3.9. Special Funding Considerations

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

3.10. Pre-Contractual Expenses

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

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

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

3.11. Exceptions & Alternatives

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

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

3.12. Non-Collusion Affidavit

By submitting a proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a proposal, or any other person, firm, or corporation to refrain from presenting a

proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and Contract awards found null and void.

3.13. Ownership of Proposal Materials

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

3.14. Compliance with Federal Laws and Requirements

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

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

Federal Transit Administration Best Practices require inclusion of contract clauses per third party contract requirements 4220.1E. Clauses pertaining to this Contract are described as follows and are hereby included with clause numbers as they appear within: <http://www.fta.dot.gov/library/admin/BPPM/appA1.html>:

6. ENERGY CONSERVATION REQUIREMENTS – 42 U.S.C. 6321 et seq., 49 CFR Part 18

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

7. CLEAN WATER REQUIREMENTS – 33U.S.C.1251

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the LTSA and understands and agrees that the LTSA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 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 exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 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.

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BIDDER'S CERTIFICATION OF "BUY AMERICA" COMPLIANCE

The contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A bidder or proposer must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

BUY AMERICA COMPLIANCE

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certification of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations set forth in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

Lobbying and Certification Requirements, Disclosure of Lobbying Activities, et al, must be made by Contractor.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (*including sub- contracts, sub-grants, and contracts under grants, loans, and cooperative agreements*) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Printed Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

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11. ACCESS TO RECORDS AND REPORTS – 49 U.S.C. 5325; 18 CFR 18.36 (l); 49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the LTSA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the LTSA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES – 49 CFR, Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the LTSA and FTA (*available at www.fta.dot.gov/16000_16002_ENG_HTML.htm*), as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

14. CLEAN AIR – 42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et

seq . The Contractor agrees to report each violation to the LTSA and understands and agrees that the LTSA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The LTSA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LTSA, Contractor, or any other party (*whether or not a party to that contract*) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §

1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the LTSA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the Contractor is in default. The CONTRACTOR will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

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

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

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

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

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22. GOVERNMENT – WIDE DEBARMENT AND SUSPENSION
(Nonprocurement) – 49 CFR part 29; Executive Order 12549

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

_____ Signature of Contractor's Authorized Official

_____ Printed Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

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23. PRIVACY ACT – 5 U.S.C. 552

1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , *(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note)*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Executive Director of the LTSA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agents or others for whose acts he/she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the LTSA and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Lassen County, California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the LTSA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

27. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

(1) The Contractor agrees to comply with the applicable transit employee protective

requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsection (b) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non Urbanized Areas - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE – 49CFR, Part 26

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT- assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LTSA deems appropriate.

30. INCORPORATION OF FTA TERMS – FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E (*located at www.fta.dot.gov/legal/guidance/circulars/4200/386_14790_ENG_HTML.htm*) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LTSA requests which would

cause the LTSA to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING - 49 U.S.C. 5331; 49 CFR Part 655. Introduction FTA's drug and alcohol rules, 49 CFR 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (*usually subrecipients and/or contractors*) implement a complex drug and alcohol testing program that complies with Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the Contractor, and the financial resources available to the recipient to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

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

Under Option 2, the recipient relies on the Contractor to implement a drug and alcohol testing program that complies with 49 CFR 655, but retains the ability to monitor the Contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the Contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the Contractor's program, the recipient may find itself out of compliance with the rules.

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

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

DRUG AND ALCOHOL TESTING OPTION 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and Part 40, produce any documentation necessary to establish its compliance with Part 655 and Part 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the LTSA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and Part 40 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and Part 40 before January 5th and to submit the Management Information System (MIS) reports before March 1st to the Executive Director of the LTSA. 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.

32. Intelligent Transportation System (ITS) - 49 CFR Part 613 and 621, as referenced in SAFETEA-LU Subtitle C, Section 301, Paragraph 512 requires that all ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning.

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4. SCOPE OF WORK

4.1. Technical Requirements

The Preliminary Requirements for the Automated Customer Service System is outlined in this section. LTSA requires that the Automated Customer Service System integrates with existing Google Transit.

4.2. Automated Phone System

LTSA requires the system to provide convenient and ADA compliant alternative for the public to access their trip information. The proposed system shall have the following components, *(or comparable)*:

- a. Accept client calls
- b. Provide a menu tree list of options for the caller to chose from
- c. Provide information to clients including:
 - i. Vehicle ETA / Late vehicle information for same day (if AVL/MDT equipped)
 - ii. Provider and driver names for pick up
 - iii. Promised time for client pick ups / drop offs
- d. Call out for pre booked trips (same day)
- e. Client can cancel trips using the automated system
- f. 24/7 Trip review
 - i. Provide clients with booked trips to have 24/7 access to trip information.
- g. 24/7 Call ahead (text) service for existing clients
 - i. Changes to bus routes, stops schedules, fare structures, weather conditions broadcast over the IVR system.
- h. 24/7 Trip confirmation / cancellation for existing clients
 - i. Provide clients with 24/7 access to trip information to cancel or confirm booked trips.

4.3. Reporting System Integration

The proposed system shall integrate with the Google Transit Trip Planner system. LTSA requires that the phone system will be connected to be able to generate custom reports. The system proposed must allow LTSA the capability to create custom reports utilizing an industry standard reporting product. Please explain how this requirement can be met.

If the proposed system comes with its own reporting tools please explain how the LTSA can run its custom and standard reports.

The types of reports required by LTSA include but are not limited to the following:

- a. Number of calls into the IVR system by date range
- b. Various reports on vehicle adherence
- c. Statistics on trip confirmations and cancellations made through the IVR system
- d. Statistics on % of calls based on day of week and time of day
- e. Statistics on % of successful 'call outs' to confirm rides

Describe how the following reporting capabilities can be managed through the system should LSTA procure AVL/MDT technologies:

- f. Allow drivers to record electronically in real time
 - ii. Fare Information
 - iii. Passenger Counts
 - iv. Passenger Type (Elderly Disabled Ambulatory etc)
 - v. Pick Up / Drop Off locations
 - vi. Actual Pick Up and Drop Off times
- g. Data will be stored in centralized database
- h. Data will be able be provided in report form via the web tool
- i. Online reports can be viewed by any interested agencies with proper access to the system.

4.4. Phone System

The existing phone system at Lassen Rural Bus (LRB) the operating company for LTSA will need to be upgraded to support an IVR system. Proposer shall include the purchase costs necessary for additional equipment and upgrades to its existing (or non-existing) phone system. The respondent should document ideal specifications for optimally running the system.

Please include the recommended software and hardware requirements. Vendors are to include in their proposal all costs for upgrading existing hardware, costs related to purchasing added hardware directly from their organization, and costs for networking the entire system as part of their proposal.

4.5. Emergency Management Call Out System (optional)

The chosen system should be able to expand beyond providing transit related information and also have the capability to handle call out capabilities for emergency management procedures. Proposers are encouraged to describe how well the system will adapt to the expansion to include Emergency Management Call Out Systems.

4.6. AVL/MDT Integration (optional)

The chosen system should be able to adapt to future technological advancements. Proposers are encouraged to describe their organization's commitment to research and development and share their vision for emerging technologies in the transit industry. Describe when and how well the system will adapt to AVL/MDT technologies or other relevant technologies that could be procured in the future. Specifically LTSA is interested in performing the following functions:

- a. Record all the vehicle location information from the GPS
- b. Display real time vehicle location information over the phone (over the web)
- c. Determine current location of each vehicle:
 - vii. Estimate ETA on all routes
 - viii. Estimate ETA for a requested route
 - ix. Request made Via Phone or Via Web

4.7. Integration with Intercity Services

Lassen Rural Bus (LRB) feeds into the intercity system that connects the Eastern Sierra counties together by way of the Modoc Sage Stage service. It is important for Lassen residents to not only know the status of the intra-city bus service serving the greater Lassen County community but also have the ability to tap into information about the ETA of the intercity bus services as well.

LTSA requires that the system integrate with the intercity service such that a caller can obtain information over the phone about the location and ETA times of intercity buses based on destination. LTSA requires that the client can call a single number and retrieve information about a particular connection based on entering the destination they would like to travel to. The system should be able to tell the client if there is service on the day that they wish to travel, the location along the LRB system where they must make the connections and at what time they need to arrive at the connecting point to make the connection. If they can not travel on the day that the user has suggested the system should make a suggestion of the next best available option. They should also be directly connected to LRB to confirm the itinerary that they hear over the phone.

4.8. Scope of Services

In addition to supplying the technical information, the responses must also include detailed information for:

1. *Project Team*- Proposers should include a description of their organization/firm, and a description of the project team. Proposers should also provide descriptions of their training and technical support staffs, in terms of size and qualifications. It is the intention of this RFP that the project team remain stable throughout the contract period.
2. *Project Management* – Proposers should discuss their project management approach to the project. Proven and well-defined methodologies are highly desired. Please describe all pre-planning and pre-implementation processes that will assist in the successful deployment of the solution.
3. *Data Conversion* - Describe in detail, what data is to be collected and how this data is to be converted into a format consistent with the new system. LTSA will assist in providing accurate data sets with addresses for each client, funding information for each client, vehicle information, and trip information for each client.
4. *Installation*- A timeline for complete installation, data acquisition and conversion, and staff training is necessary. This timeline should be by week number from project start up date.
5. *Training*- LTSA desires an on-site training program consisting of at least 5 days. LTSA requires that the trainer is on-site during the installation period and when the system goes live. Please provide costs for the above scenario and any optional training available and their relative costs.
6. *Support*- Provide detailed information concerning levels of support. Proposers must state what hours support staff is available and by what means. This information should include telephone, fax, electronic mail, remote access, and on-site emergency help. Also, include the cost of additional support after the installation/initial implementation support ends, and any ongoing maintenance & upgrade fees. Please include cost for 3 years maintenance.
7. *Warranty* – Provide a sample warranty for the system proposed.

5. PROPOSAL FORMS

5.1 Statement of Principals

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

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

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

Attach additional sheets if necessary, by staple.

Attest by Authorized Official:

Print Name	Title
Street Address	City, State, Zip
Signature	

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5.2 COST PROPOSAL

The cost proposal should provide detailed information for any required and optional components. The cost proposal should include the following components and line items:

Software Costs:

- Software License Fees Required
- Optional Modules
- Custom Reports (if required)

Annual Support and Maintenance fee for the following options:

- Three year period
- Third Party Software

Integration Costs:

- Integration with Google Transit

Hardware Costs:

- Upgrades necessary to existing work stations
- Added hardware requirements
- Server
- Networking for all work stations
- Phone system

Required Implementation Services Costs:

- Pre-Planning / Operations Analysis
- Data Conversion
- GIS Data and Service Area Configuration
- Software and Database Installation
- Software Training
- Project Management