



REQUEST FOR PROPOSALS

CONTRACT NUMBER UT 16-1951PP

For

**FLEX ROUTE DEVIATION TRANSPORTATION SERVICES AND
ON-DEMAND ACCESSIBLE SHARED RIDE AGREEMENT**

THIS ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 31th day of January, 2017 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the "Authority"), and **TOOELE COUNTY HEALTH AND AGING SERVICES**, a County Government, whose principal place of business is 151 North Maint, Tooele, UT 84074, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Authority, is the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, the Authority desires to engage the Contractor to provide the route deviation services and complementary paratransit services in the Authority's Tooele County Service Area (the "Services"), all as described in this Agreement; and

WHEREAS the Contractor is willing and able to provide the Services upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Services to be Performed by Contractor. Contractor shall provide Services in portions of Tooele County (the cities of Tooele, Stansbury Park and Grantsville) in full accordance with the terms and conditions set forth in, or reasonably implied by: (i) this Contract (inclusive of Exhibits A, A-1, B, B-3, B-5, B-6, C, C-1, D, E, F, G, H, I, J, K, L and M); and (ii) the Authority's Request For Proposals UT-16-1951PP (the terms and conditions of which are incorporated herein). The parties hereby acknowledge that changes to the Services described in this Contract and in the incorporated Request for Proposals may

become necessary as the result of changed conditions during the term of this Agreement, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective January 1, 2017 and terminate December 31, 2019. At the Authority's sole option, this Agreement may be extended for three (3) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this Paragraph 3.
 - A. The Authority shall have the right to terminate this Agreement at any time by providing sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience, the Authority shall pay Contractor for Services satisfactorily completed as of the effective date of termination and for reasonable contract close-out costs, including subcontract termination fees that have been reasonably mitigated by Contractor. The Authority shall not be responsible for anticipated profits based on Services not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to the Authority. If Contractor has any property in its possession belonging to the Authority, Contractor will account for the same, and dispose of it in the manner the Authority directs.
 - B. If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within fifteen (15) days after receipt of written notice from the Authority, The Authority may, at its discretion:
 1. Terminate this Agreement (in whole or in part) for default and complete the Services using other contractors or the Authority's own forces, in which event Contractor shall be liable for all incremental costs so incurred by the Authority;
 2. Pursue other remedies available under this Agreement (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by this Agreement (including by payment of liquidated or stipulated amounts), pursue other remedies available at law.
 - C. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. the Authority shall calculate any termination damages payable under this Agreement, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to

the extent termination damages exceed the invoice). All rights and remedies provided in this Paragraph 3 are cumulative and not exclusive.

4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively-bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.

5. Compensation of Contractor.
 - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments and bonuses agreed between the parties pursuant to Exhibit A-1 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.

 - B. Subject to Paragraph 5(C) below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit C of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.

 - C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5(C) include, but are not limited to, the following:
 1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

 2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the "Records and Reporting Forms" set forth in Exhibit C, and required by the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the scope or manner of the Services performed by the Contractor or to modify the "Scope of Work/Minimum Requirements" set forth in Exhibit B (provided that any such changes that increase the Contractor's costs in performing Services shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).
6. Insurance Requirements. The Contractor shall not perform any Services under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this Paragraph 6 and such insurance has been approved by the Authority.
 - A. The Contractor shall secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Contractor and the Authority from claims for bodily injury, death or property damage, general liability claims which may arise from operations under this Agreement and which will protect Contractor from worker's compensation claims which may arise from operations under this Agreement.
 - B. The Contractor shall require its subcontractors to secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the subcontractor, Contractor and the Authority from claims for bodily injury, death or property damage; general liability claims, which may arise from operations under this Agreement and which will protect subcontractor from worker's compensation claims which may arise from operations under this Agreement. Subcontractor's commercial general liability and automobile liability insurance shall provide that Contractor, its parent, subsidiaries, elected and appointed officials, employees, and agents and Authority, are names as additional insureds.
 - C. The Contractor shall deliver and shall require any of its subcontractors to deliver the certificate(s) of insurance to the Authority prior to the commencement of Services under this Agreement and thereafter upon request by the Authority. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days advance written notice to the Authority of the intention to cancel. The commercial general liability and automobile liability policies shall provide that the Utah Transit Authority is an additional insured in connection with performance of the Services. The amounts of such insurance shall comply with the laws of the State of Utah, but in any event shall not be less than the following:
 1. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.

2. Commercial General Liability Insurance with limits no less than a Two Million Dollar (\$2,000,000) limit per occurrence, Four Million Dollar aggregate (\$4,000,000) limit in any policy year.
3. Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000) which could include a combination of primary auto liability insurance and excess liability insurance totaling \$2,000,000 and which must include statutory no-fault benefits, with the exception of no-fault medical benefits which will be in the amount of Five Thousand Dollars (\$5,000).

7. Indemnification.

- A. The Contractor shall indemnify, defend and hold harmless the Authority and its trustees, officers, employees, agents and funding parties (collectively the "Indemnified Parties") from and against any loss, damage, injury, liability, suits, costs, proceedings and other claims (hereinafter collectively referred to as "Claims") arising out of the performance of this Agreement or which are caused in whole or in part by the acts, omissions, failure to act, or negligence of the Contractor or any of its officers, employees, subcontractors, agents or volunteers. The Contractor's obligations under this Paragraph 7 shall not apply to any Claims that arise out of the sole negligence of an Indemnified Party.
- B. Contractor shall defend all suits brought with respect to a Claim and shall pay all incidental costs and expenses, including attorneys' fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which the Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts or claims that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, the Contractor shall immediately notify the Authority of its belief that the Claim arises out of the sole negligence of the Indemnified Parties. The participation in the defense of a Claim by an Indemnified Party does not relieve the Contractor of any obligation under this Agreement. However, if the Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel, except in cases where the Indemnified Party retains separate counsel due to a claim by Contractor that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, if a finding is later made that the Claim did not arise out of the sole negligence of the Indemnified Parties, then Contractor shall reimburse the Indemnified Parties for all costs and attorney's fees incurred by the Indemnified Parties.
- C. For the avoidance of doubt, the following expenses are included within above-referenced the definition of Claim:

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement; and
 2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the Services.
8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Services including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to Services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
 - B. The Contractor shall deliver to the Authority all original records specific to service delivery customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall maintain the required records under this Paragraph 8 for a period of no less than ten (10) years following the expiration or termination of this Agreement. In the event this Agreement is terminated for any reason, the Authority shall have the right, at its option, to take possession of all original records Contractor is required to keep under this Paragraph 8(B). No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or Services provided under this Agreement at any time.
 - C. The Contractor agrees to not use the names and addresses of riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
 - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all Services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients of the Services, and the Contractor hereby agrees to cooperate in informing all such

applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in paragraph 9.6 of the "Scope of Work/Minimum Requirements" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.

10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 287-2857, then by following the instructions as listed in Exhibit B, Scope of Services, paragraph 9.7, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibits F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of its rights to receive the Services, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment, the Authority shall be liable for any breach or default hereof. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the Services without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the Services, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.
12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances including, without limitation the federal requirements set forth in Exhibit M.
13. Representations and Warranties of Contractor. In conjunction with the Services, the Contractor makes the following representations and warranties:
 - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.

- B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The obligation specified in this Paragraph 15 shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
- B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
- C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
- D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's Services under this Agreement. The proposed training program shall describe the length of classroom and on-

road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. Unless otherwise expressly stated in this Paragraph 16, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this Paragraph 16, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Paragraph 9.6 of Exhibit B and paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions of the Authority's policies and procedures however, this shall not be construed as

to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.

- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority. The Contractor shall research the driving record and BCI level criminal history record of all prospective employees providing service under this Agreement and have the findings available to the Authority upon request. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training, and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
- A. In the performance of the Services, the Contractor will use the vehicles listed in Exhibit B-3 which will be provided to the Contractor by the Authority.
- B. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
- C. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing Services under the terms of this Agreement.
- D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such Services are prorated in accordance with the provisions set forth in Exhibit A.

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C-1. Failure to manually and electronically record the correct arrival time and departure time for both pick-up and drop-off for each stop/trip, appropriate information for stop/trips not provided for various reasons (no show,), the correct fare payment (including marking Medicaid trips with the correct Medicaid ID number) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Governing Law. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect.
23. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
25. Incorporation. This Agreement in its entirety consists of these general terms and condition, consisting of twenty-five (25) paragraphs, eighteen (18) exhibits, and eight (8) attachments, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

Exhibit A:	Terms of Compensation
Exhibit A-1:	Service Standards and Payment Adjustments
Exhibit B:	Scope of Services
Exhibit B-1:	Tooele Service Days and Hours
Exhibit B-2:	Not Used


Contract 16-1951PP
Flex Route Deviation Transportation Services and
On-Demand Accessible Shared Ride Services

- Exhibit B-3: Tooele Service Area Project Vehicles
- Exhibit B-5: Spill Response & Reporting Standard Operating Procedures
- Exhibit B-6: Engine Idling Standard Operating Procedures
- Exhibit C: Accident/Incident Reporting Forms
- Exhibit C-1: Route Deviation Manifest and Reports
- Exhibit D: Vehicle Maintenance Procedures
- Exhibit E: The Authority's Equal Employment Opportunity Policy
- Exhibit F: UTA Drug and Alcohol Policy Statement
- Exhibit G: Monthly Operating Report Form
- Exhibit H: National Transit Database Report Form
- Exhibit I: Service Concern Form
- Exhibit J: Radio Cancellation Log
- Exhibit K: Service Point and Community Access SOP
- Exhibit L: UTA Liquidated Damages Form
- Exhibit M: FTA Standard Contract Terms

- Attachment A: Affirmative Action and Disadvantaged Business Enterprise Statement
- Attachment A-1: Disadvantaged Business Enterprise Participation Form
- Attachment A-2: Letters of Intent to Subcontract with DBE Firms
- Attachment A-3: Good Faith Efforts Documentation Form
- Attachment B: Buy America Certificate
- Attachment C: Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion from Transactions Financed in Part by the U.S. Government
- Attachment D: Certification of Restrictions on Lobbying
- Attachment E: Cargo Preference - Use of United States-Flag Vessels

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.


**TOOELE COUNTY
AGING SERVICES:**


By: 
Name: Sherrie Anstrom
Title: Aging Services Director

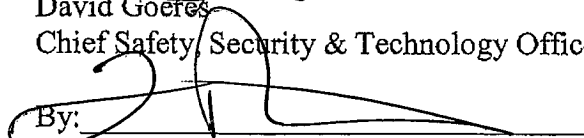
Approved as to Form


UTA Legal Counsel

UTAH TRANSIT AUTHORITY

By: 
~~Jerry R. Benson~~ Robert K. Bites
Acting President/CEO

By: 
David Goefes
Chief Safety, Security & Technology Office

By: 
Todd Provost
VP of Opns, Capital & Assets

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL OPTION 2: FLEX ROUTE DEVIATION TRANSPORTATION SERVICES WITH REVISIONS

Note: The separate pricing will include Support Services office space that will accommodate drivers, ability to maintain constant voice contact with all in service drivers, Road support personnel, Dispatch/Scheduling personnel, data recording and data retention capabilities. There will also be a requirement for Vehicle maintenance compliance activities to insure UTA’s assets are kept to the highest standards as outlined further in the RFP document.

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2017 Fixed Price	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,500	1,545	1,591	1,639	1,688
c. Mobility Manager	0	0	3,618	3,727	3,839
d. UTA Lead Worker	1,100	1,133	2,382	2,454	2,528
TOTAL MONTHLY FIXED	\$4,100	\$4,178	\$9,091	\$9,320	\$9,555

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area <u>Hourly Rate</u>
Year 1: January 1, 2017 through December 31, 2018	\$ <u>41.96</u>
Year 2: January 1, 2018 through December 31, 2019	\$ <u>43.22</u>
Year 3: January 1, 2019 through December 31, 2020	\$ <u>44.52</u>
Year 4: January 1, 2020 through December 31, 2021	\$ <u>45.86</u>
Year 5: January 1, 2021 through December 31, 2022	\$ <u>47.24</u>

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL
DETAILED BREAKDOWN OF COSTS
OPTION 2 – FLEX ROUTE DEVIATION TRANSPORTATION SERVICES
WITH REVISIONS

1. Fixed Fees Itemized

a. **Building Rent:** Our Transportation Department has a large office space for our Mobility Manager, Lead Worker, Scheduling and Dispatch, Maintenance Crew, and Drivers. There is also a conference room and a break room. The fixed price for this new and large area is \$1,500 for 2017. This rate will remain the same for the 5 years of the contract.

b. **Support Services:** These charges include utilities, IT Support, Aging management and accounting support, etc. The fixed monthly price for 2017 is \$1,500, with a 3% estimated increase each year.

c. **Mobility Manager:** Our Mobility Manager's salary is currently covered at 100% for 2017 and 2018 through an FTA 5310 Grant. UTA will apply for the 5310 Grant for years 2019-2021, thus 50% of the Mobility Manager's salary is charged to this Flex Route, and the other 50% is being charged to the On-Demand Program. This salary is increased 3% each year to cover the rising cost of wages and benefits.

d. **UTA Lead Worker:** One half of our UTA Lead Worker's salary is covered by our FTA Grant for the years 2017 and 2018. Of the salary half remaining, it is split between the On-Demand Accessible Ride Services and the Flex Route Deviation Services. For the years 2017 and 2018, one-fourth of the lead worker's salary and benefits are charged to this Flex Route Service. For the years 2019 through 2021, 50% of her salary is charged to this program, with a 3% increase each year to cover the increased cost of wages and benefits.

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

The hourly rates for dedicated vehicles includes vehicle maintenance and insurance costs, as well as the salaries and benefits of two 40-hour full time drivers, two 32-hour drivers, and two part-time backup drivers. This cost also includes 50% of the salaries and benefits cost of the maintenance employee. This hourly rate is increased at an estimated rate of 3% per year.

SCOPE OF WORK/SERVICES

1. **FLEX ROUTE DEVIATION TRANSPORTATION SERVICES:** UTA seeks a contractor to provide the Flex Route Deviation Services in three (3) cities of Tooele County. The Contractor is expected to procure a facility capable of operating and maintaining services as identified in this RFP. The Contractor may choose to store buses overnight at the UTA facility located at 90 South Garnet Street, Suite 2, building 659, Tooele, UT. The Contractor will be expected to assess path of travel from an origin or destination to the Authority's route deviation set forth in "Exhibit K, Service Point and Community Access Form". The Authority will award the contract for Route Deviation Service based on the best overall value proposed to the Authority.

Tooele Area

UTA began operating route deviation services in Tooele, Stansbury Park and Grantsville in September 2009. Currently there are three (3) routes being scheduled during regular weekdays. Route F400, F401, and F402. Total miles traveled in 2015 for the route F400 were 44,459 for a monthly average of 4,445 total miles. Total monthly ridership is 9,049. Average monthly ridership is 904 unlinked passenger trips. Total miles traveled in 2015 for the route F401 through August were 58,814 for a monthly average of 5881. Beginning September F401 runs only 2 trips in the am/pm peak and interlines with the F402. With an average of 100 riders per month. For route F402, weekday service began Sept. 2015. Total miles traveled were 2,456, with monthly average of 1228. 705 passenger trips were provided with an average of 352 unlinked passenger trips. Weekday service and no service on UTA recognized holidays is currently being operated.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

New Year's Day

Thanksgiving Day

Christmas Day

The Authority MAY provide the contractor(s) with four (4) accessible vehicles and one (1) passenger van to support the Tooele County Service or the contractor(s) may provide their own vehicles. A list of the UTA vehicles is included as Exhibits B-3 of the Sample Agreement in Part IV of this RFP. If the vehicles are provided, these vehicles are to be used by the contractor(s) only in the provision of services identified in this RFP. The vehicles that may be provided by the Authority will be kept in the custody and control of the contractor(s) during the contract term, and

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the contractor(s) will be solely responsible for all repairs, maintenance, preventative maintenance and other work with respect to such vehicles.

The Authority will provide one computer. Additional computers must be provided by the Contractor. The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the Authority, must provide the Authority access and right of usage to the Authority of Contractor provided software. The Authority will provide the following software programs:

- Trapeze Paratransit
- Trapeze Reports
- UTA Customer Complaint
- UTA SARA (community assessment program)
- UTA Radio Log
- UTA radio communication and UTA farebox for Route Deviation vehicles
- Various excel documents for tracking purposes
- UTA Lost and Found

If the vehicles set forth in Exhibits B-3 are provided they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement.

Maintenance with respect to all vehicles (including the vehicles set forth in Exhibits B-3 and other vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP, Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will process all complaints at a central location. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into UTA's customer concerns software) to the Authority of the findings.
2. The Authority will provide a customer support staff member for mediation of issues.

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3. The Authority will provide an ADA compliance staff member for mediation of issues and ADA compliance guidance.
4. Hardware: One (1) computer
5. Software: Trapeze Para and reports, Customer Concerns, Radio Log, SARA, Lost & Found, Excel Documents for Tracking, UTA Radio Communication (may be via cell phone), UTA farebox.

The Authority intends to perform all reservation and scheduling work relative to the Route Deviation Services with the Authority's own forces. The proposal for Route Deviation Service should therefore assume that the Contractor(s) will receive predetermined routes and schedules from the Authority.

2. ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES

This is a new service and the Authority may choose to operate this service as follows:

Riders may request trips seven (7) day advance notice up to two (2) hours' notice, within Tooele City, Grantsville, and Stansbury Park. Dedicated vehicles operating between 7:00 A.M. and 7:00 P.M. with only weekday services and no service on UTA recognized holidays. The Authority will award the contract for On-Demand Accessible Shared Ride Services based on the best overall value proposed to the Authority.

Tooele Area

UTA currently operates three (3) Flex Route Deviation services and three (3) Commuter Bus services in Tooele, Stansbury Park and Grantsville cities, during regular weekdays. Routes F400, F401, and F402 and Routes 451, 453 and 454.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

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

The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the

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Authority, must provide the Authority access and right of usage to the Authority for Contractor provided software. The Authority will provide the following software programs:

- UTA Customer Complaint processes
- RidePilot Scheduling/Dispatching software (UTA sponsored open source software) and reporting capabilities
- Various excel documents for tracking purposes

Contractor to bid services using 3 small accessible vehicles and 2 non accessible passenger vehicles. If UTA vehicles are used during the course of this contract, they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement. If contractor owned vehicles are used during the course of this contract a replacement cycle schedule will be included as part of the RFP and contract.

Maintenance with respect to all vehicles and vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP as Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

By this procurement, the Authority intends to enter into a one (1) year contract with the option for four (4) additional one (1) year consecutive agreements with a contractor to operate On-Demand shared ride services on behalf of the Authority in Tooele County. The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will provide customer service outreach standards and expectations including a flow chart to ensure the Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into a UTA's approved software system) findings.
2. The Authority will provide a customer support staff member for mediation of issues.
3. Software: RidePilot Scheduling, reporting and/or Excel Documents for tracking Customer Concerns, Service productivity goals and measurements, Vehicle, Driver compliances or any future identified reporting requirement, put into writing by the Authority.

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The contractor will perform all reservation and scheduling work relative to the **On Demand Accessible Shared Ride Service** requests. Trip scheduling requests will be available from 7 days up to 2 hours in advance *during regular business hours* before requested trip. The driver's and any support staff availability schedules will be based on the community's needs and service demands. Any shift changes which could include adding days of the week, including holidays, adding more service hours will be implemented upon fifteen (15) days written notice from the Authority.

The initial start of services under this agreement will provide be Monday-Friday 7:00 AM to 7:00 PM, with no UTA recognized holiday or weekend service requirements.

The intent of the service is to seek trip solutions by maximizing the available resources of vehicles, and driver's to assist with each community's transportation needs. Combining trips for a shared ride experience, and negotiating scheduled pick up times to allow more rides is an expectation. Tracking of unmet needs and all cancellations performed be each customer will be part of the data collection.