



VICTOR VALLEY TRANSIT AUTHORITY

*Representing the communities of Adelanto, Apple Valley, Barstow, Hesperia,
Victorville, and San Bernardino County.*

REQUEST FOR PROPOSAL
RFP 2025-04

ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
CERTIFICATION SERVICES

March 31, 2025

NOTICE INVITING PROPOSALS

1. Purpose of the Procurement and Period of Performance

The Victor Valley Transit Authority (VVTA) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Complementary Paratransit Eligibility Certification Evaluation Services. The period of performance will be for three years with two 1-year options to extend.

2. Proposal Due Date and Submittal Requirements

Proposals must be received by **3:00 PM Pacific Time (PDT) on Thursday, May 8, 2025.**

- 2.1 Proposals shall be delivered to the following address:
Victor Valley Transit Authority
Attn: Christine Plasting, CPPB, NIGP-CPP
Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345
- 2.2 Envelopes or boxes containing proposals shall be clearly labeled with VVTA's RFP number and the solicitation title: "VVTA RFP 2025-04: ADA COMPLIMENTARY PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES." **The Pricing Form shall be in a separate envelope clearly marked "Pricing Form"**
- 2.3 Proposers are requested to submit to VVTA one (1) original and one (1) electronic copy via DVD/CD or thumb/flash drive of the proposals. As an alternative, Proposers may submit their proposals electronically via www.publicpurchase.com. The Technical Proposal and Pricing Proposal must be separate uploaded files on publicpurchase.com. A Proposal is deemed to be late if it is received by VVTA after the deadline stated above. Proposals received after the submission deadline shall be returned unopened to the Proposer. **It is the Proposer's sole responsibility to ensure that the Proposals are received by the Procurement Manager by the date and time stated above.**

3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of ninety (90) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to a proposer responding to this RFP.

4. Pre-proposal Meeting and Questions

There will not be a Pre-Proposal meeting, however, the deadline for question is at 5:00 PM (PDT), Friday, April 25, 2025. Prospective bidders are requested to submit written questions to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective proposers by written addenda only.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations.

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INSTRUCTIONS TO PROPOSERS

A. PROPOSAL TIMELINE

Date of RFP:	March 25, 2025
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKE TREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, CPPB, Procurement Manager
Telephone No:	(760) 995-3583
FAX No:	(760) 948-1380
Email Address:	cplasting@vvtta.org
Pre-proposal Conference (Non-Mandatory)	Not for this solicitation
Last Day for Questions	5:00 p.m. (PDT), Friday, April 25, 2025
Addenda and Answers to questions	2:00 p.m. (PDT), Thursday, May 1, 2025
Proposals Due Date	3:00 p.m. (PDT), Thursday, May 8, 2025
Anticipated Award Date	June 2025

B. PURPOSE

The Victor Valley Transit Authority (VVTA) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Complementary Paratransit Eligibility Certification Evaluation Services. VVTA is a regional joint powers authority that provides fixed route and complementary paratransit transportation services to member cities within a specified service area. The American with Disabilities Act (ADA) of 1990 and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The three categories of persons with rights to complementary paratransit are:

1. The inability of an individual to use the public fixed route bus system without the assistance of another individual (except the operator of a wheelchair lift).
2. The inability of an individual who needs the assistance of a wheelchair or other boarding device but cannot be accommodated on an otherwise accessible fixed route (e.g. vehicle's lift does not meet standard or boarding/disembarking location is inaccessible).
3. The inability of an individual who, because of their disability, is prevented from independently getting to or from the bus stop.

Any individual is to be certified as ADA paratransit eligible if there is any part of the transit system that cannot be used or navigated by that individual because of a disability. Persons are not to be qualified or disqualified on the basis of a specific diagnosis or disability. This criterion is outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards.

Public transportation providers who operate demand response systems are required to establish an ADA paratransit eligibility process that strictly limits eligibility to individuals who are specified under the aforementioned ADA eligibility standards. Applicant's functional capabilities may vary with circumstances such as weather conditions, terrain, and travel training availability. The existence of these conditions can allow for trip-by-trip eligibility by applying ADA eligibility standards to individual trip requests. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

The ADA mandates that each public entity operating a fixed route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed route system in specific listed criteria such as days and hours of service, fares, service area, response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document, which reflect the ADA requirements.

VVTA is seeking PROPOSALS from qualified firms to perform functional and cognitive assessments and make eligibility recommendations for those seeking ADA eligibility and paratransit services. The Contractor shall be responsible for establishing, maintaining and carrying out procedures for the processing and certification of such new applications for ADA paratransit eligibility and applications for recertification during the contract period and any extensions thereof.

C. BACKGROUND

1. VVTA is a Joint Powers Authority (JPA) created in 1992 to provide comprehensive public transit services to six incorporated towns and several unincorporated communities (represented by the San Bernardino County Board of Supervisors) – all member jurisdictions are located in San Bernardino County, a region that covers an area of approximately 950 square miles.
2. VVTA serves the Victor Valley, a sub region of Southern California north of the Cajon Pass, east of the Los Angeles County line, incorporating much of the Northern portion of the Mojave Desert in San Bernardino County. Victor Valley is part of the Inland Empire, a sub region of the Greater Los Angeles Area.
3. In addition to fixed route, rural routes, and complementary paratransit service, VVTA operates its BV Link – which provides intercity service from Barstow to Victorville and down into the San Bernardino Valley; its NTC Commuter service which operates from Victorville and Barstow to the National Training Center at Fort Irwin; a Micro-Transit pilot program; and a turnkey vanpool operation.

4. VVTA has been designated as a Consolidated Transportation Services Agency (CTSA) for the North Desert Region of San Bernardino County - a very large geographic area including responsibility for volunteer driver transportation services in Trona and Big River.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Fixed Price contract for a period of three (3) years, with the option of two (2) one-year extensions. VVTA may award the contract at a time other than stated in the proposed schedule

E. EXAMINATION OF DOCUMENTS

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.

F. VENDOR CONTACT

1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated Contracting Officer identified in "A. Proposal Schedule" above, or their designated representative. Proposers and their representatives shall **not** make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer with regard to any aspect of this solicitation or offers. Ex parte' communications with members of VVTA's Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.
2. If it should appear to a prospective Proposer that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to VVTA within the time period specified above.

G. ADDENDA TO RFP

VVTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in the written addendum. VVTA shall provide copies of Addenda to all prospective Proposers officially known to have received the RFP, as well as post to the VVTA website: www.vvta.org/bids. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided in "Contracting Officer" (Section A. above) or receive t h e same otherwise. Notification of the addendum will also be electronically delivered to all such prospective Proposers officially known to have received the RFP and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addendum in their proposals. Failure to acknowledge in their proposals receipt of addendum may, at VVTA's sole option, disqualify the proposal.

If VVTA determines that the addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that VVTA determines will allow Proposer sufficient time to revise their proposals. Any new Due Date shall be included in the addendum.

H. EXCEPTIONS / DEVIATIONS

Using the Form for Proposal Deviation – Attachment E – State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the proposer wishes to propose alternative approaches to meet VVTA’s technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, the proposer will be deemed to have accepted the contract requirements as set form in the Scope of Work.

I. FORMAT OF PROPOSALS

1. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
 - a. Cover letter – Proposer must include a letter of introduction.
 - b. Title Page
 - c. Table of Contents
 - d. Profile of Firm (History, Experience, Changes) – This section should include details regarding the proposer’s ability and experience to operate the project as specified in the RFP. The following information should be included:
 - I. Corporate hierarchy – i.e., President, Vice President, Corporate Officers, etc....
 - II. Corporate overview of services or activities performed.
 - History of firm – Include a brief history of the firm
 - Founding Date (month and year)
 - Firm size – staff and client base
 - Firm’s vision and mission statement
 - III. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
 - IV. Location of the office from which the work will be provided and the staff allocation at that office.
 - e. Identify Project team including, but not limited to:
 - I. Size of Project Team
 - II. Education, qualifications, and specific experience in performing the work that is being solicited in this RFP, especially related to the construction of a fueling station – hydrogen preferred.

III. Project Organization Chart.

- f. Resumes of Key Personnel
- g. Commitment that key personnel will be available throughout the contract and will not be removed without prior approval of VVTA.
- h. Proposer's approach to accomplish the Scope of Work Requirements.
 - I. Description of proposer's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
 - II. Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
 - III. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
 - IV. Indicate whether your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted, and their State of CA Contractor's License Number (if applicable).
 - V. Describe your firm's approach to resolving problems that may be encountered in the field.
- i. Summary of Contracted Services
 - I. Proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.
 - II. Proposer must list all services, equipment, and facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.
 - III. VVTA reserves the right to interview any organization and visit any of the facilities listed as subcontractors.
- j. Required Forms (See Attachment E)
- k. Any other information required by this RFP or its addenda which may not be listed above.
- l. Cost/Price Proposal – Proposers shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work.

2. Firms may include additional information, however, do NOT attach terms and

conditions that conflict with the RFP, as your firms' proposal may be deemed non-responsive.

J. PROPOSAL PACKAGING REQUIREMENTS

1. Please note that **all addenda** must be acknowledged. The proposer is instructed to use Attachment E – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.
2. **Original proposal plus one (1) electronic copy, OR via www.publicpurchase.com**, must be received at the address shown in “Proposal Schedule” (Section A) not later than **3:00 PM (PDT) on Thursday, May 8, 2025** All labor, equipment, materials, and training shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Proposals shall be valid for a period of ninety (90) days.
3. Proposals received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address on the package received. Under no circumstances will any proposal be accepted after the due date and time in accordance with PCC 10168.
4. Proposer shall submit the Cost/Price Proposal (Attachment E) in a separate envelope marked “Pricing Proposal”. Prices are to be quoted including of California State and Local Sales Tax (the current tax rate for Hesperia is 7.75%). Proposer shall pay all taxes which are legally enacted at the time bid is submitted and shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper execution and completion of the Contract.
6. Proposals including all submittal documents and including price elements shall be submitted by the due date specified, in **two** packages identified as “**VVTA RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES – TECHNICAL PROPOSAL**” and “**VVTA RFP 2025-04 – COST/PRICE PROPOSAL**” On Publicpurchase.com, please upload the technical proposal and the Cost/Price proposal as two **SEPARATE** documents in the portal.
7. **NO COST, PRICE OR FINANCIAL INFORMATION OF ANY KIND SHALL BE INCLUDED IN PACKAGE NO. 1, NOR IN ANY OF THE PROPOSAL DOCUMENTS THAT WILL BE INCLUDED IN THIS PACKAGE.**
8. **If a Proposer is submitting their proposal electronically through publicpurchase.com, a copy of any required originals (notarized document, bonds, etc....) must be included with their proposal. The original documents must be received by VVTA not later than 5 business days after the Proposal Due Date.**

K. PRE-CONTRACTUAL EXPENSES

1. VVTA shall not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. The proposer shall not include any such expenses as part of their proposal.

2. pre-contractual expenses are defined as expenses incurred by the proposer in:
 - a. Preparing a proposal in response to this RFP;
 - b. Submitting that proposal to VVTA;
 - c. Negotiating with VVTA any matter related to this proposal; and
 - d. Any other expenses incurred by proposer prior to date of award, if any, of the Agreement.

L. JOINT PROPOSALS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

M. TAXES

Proposals are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. The proposer is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

N. MODIFICATION OR WITHDRAWAL OR PROPOSALS

1. A modification of a proposal already received will be accepted by VVTA only if the modification is received prior to the Proposal Due Date or is specifically requested by VVTA. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.
2. A Proposer may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to VVTA a written request for withdrawal executed by the Proposer's authorized representative, in accordance with (California Public Contract Code) PCC 10169. After the proposal Due Date, a proposal may be withdrawn only if VVTA fails to award the contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals. PCC Section 10169 does not authorize the withdrawal of any bid after the time fixed in the Public Notice for the opening of bids.
3. This provision for modification and withdrawal of proposals may not be used by a Proposer as a means to submit a late proposal and, as such, will not alter VVTA's right to reject a proposal.

O. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of PCC 4104, every proposer shall in the proposal set forth:
 - a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the proposer in or about the work in an amount in excess of one-half of one percent of the proposer's total proposal; and

- b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
 - c. Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.
3. Exemption from Disclosure May Be Deemed Unresponsive
- a. VVTA will take into consideration documents that the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
 - b. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.
4. Indemnification of VVTA by Proposer
- a. The Proposer agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the RFP process, including the awarding of the Contract
 - b. Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the proposer's proposal.
5. Public Interest
- a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
 - b. To protect the integrity of the proposal process, in most instances, price proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposers or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.
 - c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The

Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

R. ACCEPTANCE / REJECTION OF PROPOSALS

1. VVTA reserves the right to reject any or all proposals for sound business reasons, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.
3. VVTA reserves the right to reject a proposal that includes unacceptable conditions, exceptions, and deviations.

S. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by VVTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for VVTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of a similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and the costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate VVTA to accept such a single proposal; and VVTA may reject such proposal at its sole discretion.

T. CANCELLATION OF PROCUREMENT

VVTA reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VVTA.

U. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. VVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VVTA for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

V. VVTA'S RIGHTS

1. Each Proposal will be received with the understanding that acceptance by VVTA of the Proposal to provide services described herein shall constitute a contract between the Proposer and VVTA which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
2. VVTA reserves the right, in its sole discretion to:
 - a. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.
 - b. Withdraw or cancel this RFP at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Proposer responding to this RFP.
 - c. Issue a new RFP for the project.
 - d. To postpone the Proposal opening for its own convenience.
 - e. Investigate the qualifications of any Proposer, and/or require additional evidence or qualifications to perform the work.

W. CONFLICT OF INTEREST AND CODE OF CONDUCT

1. POLICY OVERVIEW

Federal regulations require VVTA to prevent conflicts of interest in contract awards. VVTA also seeks to avoid any appearance of conflicts of interest. VVTA personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to VVTA.

No Contract Management personnel or support staff shall:

- (a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may bid or propose.
- (b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may bid.
- (c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to Contract personnel.

X. EVALUATION, NEGOTIATION AND SELECTION

The award for this solicitation shall be to the Proposer whose evaluation score is the highest. However, VVTA reserves the right to award a contract for the proposal it deems to be in VVTA's best interest.

1. OPENING OF PROPOSALS

Proposal will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VVTA to carry out further negotiations and discussions. VVTA reserves the right to award to a proposer without further discussions, negotiations, or it may determine that no proposer meets the needs of VVTA.

2. EVALUATION TEAM

An evaluation team will be assembled by the VVTA Chief Executive Officer (CEO) or designee. The team may be made up of staff of VVTA and may include representatives of other nearby government agencies affected by or have specific knowledge of this type of procurement.

3. PROPOSAL SELECTION PROCESS

- a. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- b. Each team member will review the Proposers' submittals in conjunction with the criteria contained in Section X.5., below. All Proposals shall be evaluated and ranked for the purpose of determining the competitive range and to select a proposal determined to be the most advantageous to VVTA.
- c. Proposals that do not comply with the instructions contained in these RFP documents

and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFP and/or submitted proposal(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VVTA reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**

- d. Submittal of a proposal shall mean that the Proposer has accepted the VVTA Contract Documents in their entirety without exception.
- e. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The VVTA Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- f. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range will be notified in writing, that they are no longer under consideration.

4. QUALIFICATION REQUIREMENTS

- a. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, may be notified and scheduled to meet with VVTA for further discussions, clarifications, and negotiations. The meeting will only occur if further discussion is required by the Evaluation Committee. VVTA reserves the right to award and contract to a Proposer without any meeting or further discussions.
- b. Any Proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VVTA at its discretion may in its best interest, reject any and all such conditions, exceptions, and deviations. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected.
- c. As part of the negotiation process, VVTA reserves the right to conduct factory visits to inspect the Proposer's facilities. VVTA shall also have the right to contact other party with whom the Proposer has experience with this type of request, and other relevant references which the Proposer has listed.
- d. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VVTA to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VVTA will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal

for any award will be documented in a report to the final approval authority within VVTA.

5. PROPOSAL EVALUATION CRITERIA AND SCORING

- a. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
<u>RESPONSIBILITY AND RESONSIVENESS DETERMINATIONS</u>	PASS/FAIL
<u>1. EXPERIENCE AND TECHNICAL COMPETENCE:</u> Demonstrated experience in similar projects, understanding of RFP requirements and ability to meet performance goals, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30
<u>2. STAFFING AND PERSONNEL/PROGRAM OPERATIONS:</u> Qualifications and experience of management and staff and other personnel, comprehensiveness of plan and team’s familiarity with the provision of ADA Certifications.	30
<u>3. APPROACH:</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer’s knowledge of the standards outlined in the Scope of Work.	35
<u>4. REFERENCES:</u> Based on the references provided in Proposal, Procurement will check references and score them.	20
<u>5. PRICE PROPOSAL</u> A. Total Projects Costs. (All inclusive) B. Project Breakdown. Provide a detailed listing for all task items with total project amount.	40

TOTAL POSSIBLE POINTS

155

- b. The cost factor will be made up of two components. Technical scores up to One Hundred fifteen (115) base technical points; and Price forty (40) Base Price points. The maximum 155 base points available will be awarded to the Proposer with the highest Technical and price score, combined.

- c. Price points will be calculated by subtracting the lowest proposal price offered. Then

the percentage of the score points are calculated by dividing the difference of the price by the lowest cost. Then multiply the variable by the total points scored. To determine the cost score, the variable is then added to the total possible points (40).

Example:

\$100,000.00	\$150,000.00	\$175,000.00
Max Points = 40	-50,000.00	-75,000.00
	-50%	-75%
	-20	-30
Total Points	20	10

The Price Proposals, DBE and References will be evaluated by the RFP Facilitator.

- d. The balance of the evaluation criteria will be scored on the evaluator’s assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirement; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

There is the possibility of an extra 20 points for those proposers whose scores are within the competitive range and are asked to present an oral presentation. Each proposer’s final score will be an average score based on the scores given by the evaluation committee.

6. EVALUATION PROCEDURES

- a. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation and negotiation process.
- b. Proposals will be analyzed for conformance with the instructions and requirements of

the RFP and Contract documents. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Section I. Therefore, Proposer shall pay close attention to and strictly follow all instructions and requirements. Submittal of a proposal means that the Proposer has accepted all of the Contract documents, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated on the forms and according to the instructions of "Form for Proposal Deviation" (Attachment E). Any such conditions, exceptions, reservations or understanding which do not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria" (Section X.5.)

- c. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" (Section X.3.) above. VVTA shall select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" (Section X.4.), which does not render this procurement financially infeasible and is judged to be most advantageous to VVTA based on consideration of the evaluation "Proposal Evaluation Criteria" (X.5.).

7. QUALIFICATION OF RESPONSIBLE PROPOSERS

Proposals will be evaluated in accordance with requirements of "Qualification Requirements" (Section X.4.) to determine the responsibility of Proposers. Any proposals from Proposers whom VVTA finds not to be responsible and finds cannot be made to be responsible may **not** be considered for the competitive range. Final determination of a Proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VVTA, and information resulting from Agency inquiry of Proposer's references, and its own knowledge of the Proposer.

8. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE

- a. Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process" (Section X.3.)
- b. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VVTA finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:
 - i. Proposer is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements" (Section X.4.) Final determination of responsibility will be made through the evaluation process.
 - ii. Proposer has demonstrated its responsiveness by following the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any informalities in regard shall be determined by VVTA to be either a defect and non-responsive or an informality that VVTA will waive in accordance

with “Acceptance/Rejection of Proposals” (Section R)

- iii. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- c. VVTA will document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process” (X.3.). Any proposal deficiencies which may render a proposal non-responsible and non-responsive will be documented. VVTA will make specific notes of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed through any contact with Proposers, which VVTA finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VVTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

9. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE

Proposers of any proposals that have been determined by VVTA as not in the competitive range will be notified in writing.

10. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE

- a. The Proposers, whose proposals are found by VVTA to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted with VVTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- b. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in “Form for Proposal Deviation” (Attachment E), said conditions, exceptions, reservations, or understandings may be negotiated during contract negotiations. However, VVTA shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VVTA instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- c. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.
- d. **Best Offers.** VVTA expects that all responsible and responsive Proposers shall submit their Best Offer upon initial submission in response to this solicitation.
- e. **VVTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without**

conducting any written or oral discussions with any Proposers or solicitation of any BAFO.

**** End of Instructions to Proposers ****

VVTA RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES ATTACHMENT A – SCOPE OF WORK

1. INTRODUCTION

The Victor Valley Transit Authority (VVTA) is a public transit agency, located approximately eighty (80) miles northeast of Los Angeles in San Bernardino County. VVTA provides fixed route bus service to the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville and portions of San Bernardino County, including Lucerne Valley, Phelan, Wrightwood, Pinon Hills, Oro Grande, and Helendale, operating thirty-three (33) routes in its service area. VVTA also operates deviated fixed routes and ADA complementary paratransit. VVTA offers intercity bus service that stretches from Barstow to Victorville and connects with transit services operating in the San Bernardino Valley. VVTA's commuter service operates weekdays from Hesperia, Victorville and Barstow to the United States Army National Training Center (NTC) at Fort Irwin.

VVTA's core service area spans approximately 425 square miles. With the inclusion of the BAT service area and volunteer driver programs as far away as Trona (110 miles from VVTA headquarters) and Big River Trona (200 miles from VVTA headquarters), VVTA covers an extremely large area.

2. ORGANIZATION

As the public operator of fixed route public transit in the Victor Valley area, Victor Valley Transit Authority (VVTA) is required by the Americans with Disabilities Act of 1990 (ADA) to provide complementary paratransit or other special service for persons with disabilities who are unable to use the fixed route bus service. VVTA has an established process that certifies persons with disabilities who may qualify for the program. Since the service begins and ends with eligibility, it is essential that the process continues to be implemented in a professional, sensitive and efficient manner.

3. SUMMARY

The Victor Valley Transit Authority (VVTA) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Complementary Paratransit Eligibility Certification Evaluation Services. VVTA is a regional joint powers authority that provides fixed route and complementary paratransit transportation services to member cities within a specified service area. The American with Disabilities Act (ADA) of 1990 and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The three categories of persons with rights to complementary paratransit are:

1. The inability of an individual to use the public fixed route bus system without the assistance of another individual (except the operator of a wheelchair lift).
2. The inability of an individual who needs the assistance of a wheelchair or other boarding device but cannot be accommodated on an otherwise accessible fixed route (e.g. vehicle's lift does not meet standard or boarding/disembarking location is inaccessible).
3. The inability of an individual who, because of their disability, is prevented from independently getting to or from the bus stop.

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Any individual is to be certified as ADA paratransit eligible if there is any part of the transit system that cannot be used or navigated by that individual because of a disability. Persons are not to be qualified or disqualified on the basis of a specific diagnosis or disability. This criterion is outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards.

Public transportation providers who operate demand response systems are required to establish an ADA paratransit eligibility process that strictly limits eligibility to individuals who are specified under the aforementioned ADA eligibility standards. Applicant's functional capabilities may vary with circumstances such as weather conditions, terrain, and travel training availability. The existence of these conditions can allow for trip-by-trip eligibility by applying ADA eligibility standards to individual trip requests. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

The ADA mandates that each public entity operating a fixed route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed route system in specific listed criteria such as days and hours of service, fares, service area, response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document, which reflect the ADA requirements.

4. SCOPE OF SERVICES

VVTA is seeking PROPOSALS from qualified firms to perform functional and cognitive assessments and make eligibility recommendations for those seeking ADA eligibility and paratransit services. The Contractor shall be responsible for establishing, maintaining and carrying out procedures for the processing and certification of such new applications for ADA paratransit eligibility and applications for recertification during the contract period and any extensions thereof. The contractor's place of business must be open on all holiday except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Currently, VVTA certifies unrestricted and restricted certifications for a period of 5 years. Temporary certifications are for a period of 6, 9, or 12 months. Incoming calls for information and requests for eligibility applications average 233 a month. VVTA currently has approximately 2,800 certified clients whose eligibility status expires throughout the period of certification.

Successful vendor will meet or exceed the standards set forth in the ADA for determining paratransit eligibility as well as adhere to the all requirements outlined in this Request for Proposal. Successful candidates will demonstrate an ability to follow all standards outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards and this Request for Proposal to determine paratransit eligibility recommendations.

VVTA RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES ATTACHMENT A – SCOPE OF WORK

5. CERTIFICATION PROCESS

A. VVTA Staff Duties

1. Responding to telephone inquiries from potential applicants for ADA paratransit eligibility;
2. Transmitting changes/updates in certified client information to the Certification Contractor;
3. Responding to requests for appeals, organizing the appeals hearing and determinations;
4. Coordinate services and information between the Eligibility Contractor and VVTA's Operations Services Contractor;
5. Coordinate and process visitor status for the Operations Services Contractor.

B. Obtaining an Application

Individuals who are interested in becoming eligible to utilize Authority's ADA paratransit services are required to fill out an application form and coordinate the completion of the Healthcare Professional Verification form with their Healthcare provider. A person can receive an Application for ADA paratransit service by either telephoning the Contractor or by obtaining an Application on the Contractor's Website. Applicants or healthcare professionals can choose to obtain the forms by mail, facsimile, e-mail or online.

C. Submission of Application

Contractor assists potential applicants in completing the application process. Applicants submit their completed Application and Health Care Professional form to the Contractor. The information is then reviewed by the Contractor's staff for completeness. Contractor notifies applicant of any missing or incomplete information and provides support to applicants in order to complete the forms correctly; however, the Contractor is not responsible for nor shall the Contractor be required to complete application for applicants.

D. Review and Determination of Eligibility by Contractor

Upon completion of all required application and healthcare professional forms, Contractor's professional evaluators make an eligibility determination based on the Americans with Disabilities Act (ADA) and in accordance with VVTA policy. Eligibility status categories are based on the following:

Unrestricted An individual who cannot use the Fixed Route bus system on a regular basis under any conditions.

Eligible by age For those individuals who are frail elderly, who have numerous health and mobility issues that, require assistance with, or limit their activities of daily living. (80 years of age.)

Permanent For those individuals who, due to a profound and permanent disability, cannot use the Fixed Route bus system under any conditions without

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the assistance of another individual.

Restricted

An individual who may use the Fixed Route for certain trips but not others, or under certain environmental conditions and not others may be eligible on a *trip-by-trip* basis. Or an individual who has strength and endurance issues, good days and bad days that may use the Fixed Route bus system on good days but not on a bad day may be eligible on a *conditional* basis.

Temporary

An individual who, for a limited period of time, cannot independently use the Fixed Route bus system either due to a temporary disability or where the applicant has an identified treatment plan expected to increase their functional mobility within a short period of time.

Visitor

An individual who does not reside in VVTA's jurisdictional service area, who presents documentation from their home jurisdictions' paratransit system, or proof of residence somewhere else and acceptable proof of the disability.

E. Mailing of Determination Letters to Applicants

If certified, Contractor mails the applicant their ID card and personalized letter with eligibility status, along with additional information regarding ADA services, no later than 21 days from receipt of all completed forms. If found ineligible, Contractor mails a personalized denial letter to the applicant with an explanation of the reason for denial and an explanation of the right to appeal. Contractor shall also mail out replacement ID cards upon request. Currently no photo is required for the ID card.

6. REPORTING AND RECORD KEEPING

All reports must be kept confidential except to VVTA staff and as legally required under HIPPA and California Code. Required reporting must be available electronically.

By the 15th day of each month, along with a detailed invoice, Contractor will be required to submit annual and monthly printed and/or electronic reports. Monthly reports shall include the following information from the previous month:

- a. Applications and Healthcare Professional Verification Forms completed, by client name, during the month including eligibility status and specifying either recertification or new.
- b. Number of applications and Healthcare Professional Verification Forms in progress.
- c. Eligibility by Disability report by specified date range.
- d. Number of total currently certified applicants.
- e. Other appropriate reports as requested.

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Currently original records are retained and maintained by the Contractor. Through the web-based software, VVTA staff has access to view and print the applicant's application and healthcare professional form, details of the professional evaluation, eligibility notification letters, and riders profile information. The riders profile information is a synopsis of information required for the Operations Contractor. Currently this data is transmitted electronically into the Operations Contractor RideCo software database for reservations and scheduling. This data required for transmittal to the Operations Contractor includes:

- a. Unique Customer ID
- b. Type such as new or recert
- c. Category of disability
- d. Name, address, daytime phone, evening phone, and TTD
- e. Date of Birth and gender
- f. Certification dates: Start date and expiration date
- g. Eligibility type
- h. PCA eligible status
- i. Barriers and restricted destinations
- j. Mobility device
- k. Emergency contact information

7. TRANSITIONING CONTRACT

VVTA is seeking a new ADA Certifications Evaluations Contract. VVTA desires to refine processes and procedures to ensure an efficient and cost effective eligibility services program. In addition to responsibilities identified elsewhere in the Scope of Work, the following responsibilities are additionally identified but not limited to:

- A. Establish a method of accurately and efficiently transferring existing client data from the current contractor to Contractors proposed data system.
- B. Establish overall certification procedures which conform to the federal ADA requirements.
- C. Establish certification criteria, which will accept, qualified applications, under ADA guidelines, while denying certification to those who do not meet these criteria. It is reasonable to expect denials, VVTA may require explanations for any month with an unusually low (less than 10%) denial rate or an unusually high acceptance or denial rate.

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- D. Coordinate with VVTA staff to make any revision or enhancements to the VVTA client certification applications form, letters or ID cards, (subject to VVTA's approval) for improved clarity and ease of use.
- E. Reproduce a sufficient number of copies of VVTA forms and any other necessary client information and assume the responsibility for its distribution.
- F. Ensure all written materials are available in alternative formats, as required by the ADA.
- G. Assist clients with all certification forms.
- H. Process new and certifications renewals consistent with the above-stated procedures.
- I. Establish procedure for and the transfer of data to the Operations Contractors on a daily or not less than twice weekly basis.
- J. Develop a database to track each application including, at minimum, the information as detailed on the attached rider's profile.
- K. Establish methods to secure, back up, and store confidential client data.
- L. Submit documented billings for services and required reporting on a monthly basis.
- M. Track certification expirations and mail renewal notices to clients.
- N. With Notification of Certification mail copies of the VVTA ADA Riders Guide and any other informational notices or riders alerts.
- O. Provide testimony, information or other assistance to the Eligibility Appeals Committee.
- P. Testify in court if required.

8. AUTHORITY OVERSIGHT AND MANAGEMENT

Contractor performance and day to day oversight of Certification Contractor will be conducted by Authority's administrative staff.

9. CHANGES TO CERTIFICATION PROCESS

During the term of this Agreement, including any extensions thereof, Authority may choose to implement changes to the ADA paratransit certification processes or forms described herein for the benefit of the Authority and its ADA program. In such event, the Authority shall provide Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof. The contractor will make all necessary modifications and adjustments subject to VVTA final approval.

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10. ADA CERTIFICATION SERVICE REQUIREMENTS

The following paragraphs describe in detail all the requirements for staffing, training, facilities, equipment, processing applications, reporting, and Contractor performance standards.

A. STAFF REQUIREMENTS

Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. Contractor shall provide training of qualified staff, capable of performing all assessment activities under the supervision of a licensed physical therapist, occupational therapist, ophthalmologist, or certified independent living counselor. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by Authority. Contractor shall submit a resume to Authority for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

1. Project Manager

- a. The Project Manager will be the person in charge of all management and day-to-day operations of the Contractor on behalf of the Authority. The Project Manager must maintain consistent and sufficient contact and communications with the Authority. Authority intends that this communication shall establish a working partnership to ensure that the Authority's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of both Authority and the Contractor.
- b. Project Manager will demonstrate, by decision and action, competency in all aspects of the Authority's ADA eligibility certification process. The Project Manager must be knowledgeable about ADA rules, regulations and compliance regarding eligibility and certification. The Project Manager will function as line supervisor of all Contractor staff assigned to Authority's project. The responsibilities of the Project Manager include, but are not limited to, the following:
 - (1) Ensuring the availability of a responsible individual with decision making authority by phone or in-person during the hours of 8:00 am to 5:00 p.m., Monday through Friday excluding Authority holidays;
 - (2) Recruitment, selection, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Work;
 - (3) Assignment of personnel to perform the tasks specified in this Scope of Work;
 - (4) Administration of the eligibility certification process, including the review of applications, conduct of telephone interviews and inquires, and preparation of correspondence to applicants, documentation of certification findings and the basis for recommended determinations.

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- (5) Attendance at such meetings as the Authority may require, including, but not limited to, a biannual meeting or meetings “as needed” with the Authority's supervisory staff;
- (6) Preparation and submission of Contractor's monthly invoice for certification services;
- (7) Preparation and submission of the Monthly Certification Report and other reports as may be requested by the Authority; and
- (8) Working with Authority staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

2. Certification Staff

Contractor shall recruit, hire, train and employ such qualified staff as are required to meet the requirements specified herein for the administration and conduct of the Authority's ADA eligibility certification process. Personnel assigned to administer and conduct the Authority's certification process shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- a. Related experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- b. Supervisory experience as appropriate to their job assignments;
- c. Familiarity with Authority public transit and ADA DIRECT ACCESS paratransit services and the functional abilities needed to use these public transportation services;
- d. Familiarity with the VVTA fixed route system and environment, system map and bus stop locations. Staff must maintain a working knowledge of VVTA policy and understand transferring, in-bound/out-bound routes, and how to utilize the transfer points.
- d. Ability to work well with the elderly and individuals with disabilities;
- e. Good written and oral communications skills;
- f. Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility found in the ADA Regulations in 49 CFR Part 37, Section 37.123; and
- g. Thorough familiarity with the Authority's ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county and Authority laws, regulations and policies.

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B. STAFFING POLICIES

1. Vacancy of Key Positions

If, during the course of normal employee turnover, the position of Project Manager shall remain open for a period in excess of 30 calendar days, the Authority may, at its discretion deduct a penalty of \$100.00 per day for each day which the position remains unfilled beyond the first 30 days.

2. Assignment of Contractor Staff to Authority Certification

To promote coordination between the Authority and Contractor, certification services for the Authority shall be assigned to limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to the Authority in writing.

3. Turn-Over

Contractor shall take appropriate steps and actions to minimize the turnover of employees assigned to this Agreement and to minimize the impact of such turnover as it occurs.

4. Removal of Employees

Authority may require that any Contractor employee assigned to provide services under this Agreement be removed from work on the Authority's project for cause. The Authority may require immediate removal if, in its determination, this is warranted by the circumstances.

5. Staffing Policies

Authority will notify the Contractor's Project Manager in writing of any employee determined to be unsuitable for assignment to Authority's project and shall provide documentation as to the basis for this determination. Unless the Authority is requiring immediate reassignment, within five (5) business days of receipt of such notice Contractor shall, at its sole discretion, either propose to replace the employee or present to Authority a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either Authority rejects the plan or the employee's performance deficiencies are not corrected to Authority's satisfaction within the 30-day plan period, the Contractor shall immediately replace the employee.

6. Language

All Contractor staff assigned to Authority's project shall be fluent in both written and spoken English and Spanish. Certification Contractor may, but is not required to, provide staff who is fluent in languages other than English and Spanish should these be required by applicants. Applicants not fluent in English and Spanish may be required to provide their own interpreter.

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C. TRAINING OF CERTIFICATION PERSONNEL

1. All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, Americans with Disabilities Act and eligibility certification requirements as stated under *Section A,2. Certification Staff*. The Contractor's training program shall be reviewed and approved by Authority staff prior to implementation.
2. Prior to their assignment to the Authority's project, each employee shall receive, at a minimum, the following training:
 - a. Contractor's training program as described above;
 - b. Authority orientation on DIRECT ACCESS services, policies, and procedures, to be provided by Authority staff; and
 - c. Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training to be provided by the Contractor. Proof of such training shall be documented and available for inspection by VVTA.

D. TRAINING OF AUTHORITY ADMINISTRATION STAFF

On an annual basis, Contractor shall permit up to four (4) Authority staff to attend and participate in Contractor's training program for application review/eligibility determination conducted for its own staff as described in Section A, above, at no cost to the Authority. The Authority shall be responsible for any travel costs incurred by Authority employees attending such training.

E. TRAINING OF AUTHORITY STAFF AND COMMITTEES

On a periodic basis, estimated to be no more frequent than two (2) times per year, the Authority may request that the Certification Contractor's Project Manager, or other staff as appropriate, provide training to certain community bases, social service groups, or other Authority staff, committees or groups, in the requirements of the ADA for certification of paratransit eligibility and the Authority's certification process. The class size will consist of no more than eight (8) individuals.

11. COMMUNICATIONS SYSTEMS

The Contractor shall be responsible for providing, installing and maintaining communications systems for support and conduct of the services described herein. At a minimum, these communications systems shall consist of the following:

A. Applicant Telephone Services

Voice telephone services shall be provided for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers. Contractor shall

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obtain, install and maintain a toll-free phone number accessing sufficient telephone lines to result in callers receiving a busy signal on no more than ten (10%) percent of all attempted phone calls at peak call times. Contractor shall provide and maintain a telephone message recorder or voicemail so that callers may leave a message after business hours. All messages must be picked up, transcribed, and returned on the next business day. The contractor's place of business must be open on all holiday except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. Telephone Device for the Deaf TDD

In addition to voice telephone services, the Contractor shall provide, install and maintain access to the hearing disabled, preferably using a TDD system. A separate, dedicated, toll-free telephone line will be provided by the Contractor for communications with applicants who are hearing-impaired and will be installed in a location where calls will be promptly answered during all normal hours of certification office operation. TDD machine will be set up to allow for automated greetings during after-hours and allow messages to be left on the unit. All messages must be picked up, and returned on the next business day.

C. Contractor Administrative Telephones

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that the toll-free applicant telephone lines are not utilized for administrative purposes.

D. Facsimile Machine

For the purpose of expedient transmission of reports, documents and other communications between Authority and Contractor, Contractor will provide a plain paper facsimile (FAX) machine installed on a dedicated telephone line. This FAX machine will be installed and operational in the Contractor's office facility no later than one week prior to initiation of services under this Agreement and shall be promptly repaired or replaced in the event of equipment failure so that FAX service is reestablished within one business day.

E. Computer Systems

Contractor shall provide any and all computer hardware and software necessary for the provision and support of services provided pursuant to this Agreement. VVTA currently uses RideCo software and hardware for ADA Paratransit reservations and dispatch, Windows PC compatible software, and Outlook for electronic mail. All documents, reports, and forms prepared for submission to the Authority or for use in conjunction with the certification services provided pursuant to this Agreement shall be prepared with compatible hardware/software and shall be submitted in electronic form as well as hard copy. Currently VVTA is using a web based system with a website hosted on network servers with built in redundancy and back-ups. VVTA has full access to read, write, edit and print customer files.

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12. ADA ELIGIBILITY APPLICATION PROCESSING

Assessment results should be in line with the generally accepted ratio of 10% denials per 100 applicants. This rate will be calculated quarterly. Failure to maintain an acceptable level of eligibility denials will be investigated and could result in sanctions ranging from an audit of assessment procedures to the termination of contract.

Contractor shall be responsible for processing of applications to determine and make recommendations on each applicant's eligibility in accordance with the Americans with Disabilities Act and Authority policy. Contractor shall develop, implement and follow procedures to accomplish the processing of certification applications, including, but not limited to, the following:

A. Eligibility Determination

The determination of eligibility shall be based on the applicant's functional and cognitive abilities to independently utilize public fixed route transit services, as indicated by review of the information provided in their application or supplemental information obtained through telephone interviews. It is expected that the Contractor will follow a process generally as follows:

1. Application Review

If the information provided in the application is sufficient, eligibility may be granted without further contact with the applicant. In this case, the Contractor staff prepares a summary of their evaluation and the basis for their eligibility determination, prepares the Applicant Notification Letter and ID Card.

2. Telephone Interview

- (a) If the application data is insufficient to make an eligibility determination, Contractor staff may contact the applicant and/or their identified health care provider by telephone or TDD to obtain additional information which might permit a determination. If this telephone contact provides adequate information, an eligibility determination can be made at this point. Again, if this is possible, the Contractor staff prepares a summary of the evaluation and the basis for the eligibility determination, prepares the Applicant Notification Letter and ID card.
- (b) Contractor shall attempt to contact applicants by telephone or TDD on a minimum of three (3) occasions, on different days and at different times of day. Each attempt shall be noted on the application as to day and time. If the Contractor has been unsuccessful in contacting the applicant after three attempts, Contractor staff shall attempt to contact the applicant through the "Emergency Contact" indicated on the application. If the Contractor is unsuccessful in contacting the Emergency Contact or, after a period of five (5) days from such contact, the applicant has not made contact with the Contractor, the Contractor shall prepare and mail an Ineligible letter to the applicant. If, by a date ten (10) business days from the date of the Ineligible letter, the applicant has not contacted the Contractor, that application shall be marked as "Ineligible/Withdrawn".

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B. Time Requirements for Processing

1. The ADA Regulations specify that "If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application."
2. To enable the Authority to comply with the ADA's "21-Day Rule," {149 CFR 37 Section 37.125 (c)} the Contractor shall process, make a determination recommendation, document, prepare the applicant determination letter and transmit all required documentation to the applicant no later than the seventeenth (17) calendar day from the date on which the application was accepted by the Contractor as complete, with the days counted as follows:
 - (a) Day 1 is the date stamped by Contractor staff on an application indicating that the form is complete and properly signed by the applicant.
 - (b) Delays in Processing Not Due to Contractor: the counting of days shall be temporarily stopped: on the day that Contractor staff determines that telephone interview is needed and they fail to reach the applicant and/or their health care provider. The counting of days starts again when telephone contact is made and information is obtained; and
 - (c) Determinations Requiring Clarification: if, upon review an application is returned to the Contractor for clarification of the summary of assessment findings or basis for the recommended determination, the counting of days shall resume with the day the clarification is requested and end when the review is again completed. A clear process to document and monitor the number of days as described above shall be approved by VVTA and implemented by the Contractor.

13. DOCUMENTATION AND REPORTING

A . Documentation of Eligibility Determination

The Contractor shall fully document the processing of each application, the assessment findings and make a determination of eligibility, denial or ineligibility for ADA DIRECT ACCESS services. All documentation will be written or typed so that it can be easily read and understood by Authority staff, applicants and Eligibility Appeals Committee members. Contractor shall be responsible for:

1. Completed Evaluation

Contractor shall be responsible for the preparation and submission of a completed evaluation for each application processed and/or applicant interviewed. Each "completed evaluation" shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation. This documentation may take the form of a checklist or other format,

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which is developed by the Contractor and subject to approval of the Authority prior to implementation.

2. Determination Letters

- (a) The Contractor shall be responsible for the preparation of Letters of Determination to be sent to each applicant notifying them of the determination, which has been made on their application for ADA paratransit eligibility. The Authority shall work with the Contractor to determine the format and text for the determination letters to be prepared by the Contractor and sent to each applicant. (2) It should be noted that all correspondence prepared by Contractor on behalf of the Authority and information materials shall be approved by the Authority prior to use. The Authority shall work with the Contractor to provide the format of printed applications and the format and text for the summary of eligibility and determination letters to be prepared by the Contractor. Other form and letters required for the efficient processing and documentation of the certification process shall be developed by the Contractor in cooperation with the Authority's administrative staff and shall become, pursuant to the terms of the Agreement, property of the Authority.

B. Monthly Certification Report

On a monthly basis, Contractor shall prepare a Monthly Certification Report which shall be submitted, to the Authority with the monthly invoice on or before the 15th business day of the following month. The Monthly Certification Report shall include at a minimum, the following:

The data on completed determinations and applications in progress.

1. A daily roster of individuals for whom an eligibility determination was completed and those applications still in progress during the month, listing the following data:
 - (a) Applicant name;
 - (b) Authority identification number;|
 - (c) Date of completed determination;
 - (d) Recommended eligibility;
 - (e) Name of Contractor's certification analyst who completed the determination; and
 - (f) Invoice amount / fees
 - (g) Electronic transfer of files.
2. Such other data and reporting as may be requested by Authority. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by the Authority.

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C. Attendance at Meetings

1. Contractor's Project Manager and, as appropriate, designated certification staff shall attend meetings with the Authority on a regular basis to review the ADA certification process, Contractor performance, to identify areas for analysis and improvement, and to effect training of and coordination between Authority and Contractor staff. Regular meetings will include:
 - a) Biannual Certification Meeting of the Contractor's Project manager and the Authority's Certification Administrator;
 - b) Annual Certification Coordination Meeting of the Authority and Contractor staffs. These meetings are intended to facilitate coordination between staffs and to discuss practices, procedures, challenges, and opportunities for improvement of the certification process.
2. The locations and times of these meetings shall be as determined by the Authority, with the exception of the Annual Certification Coordination Meeting, the time and location of which will be coordinated between the Contractor's Project Manager and the Authority's Certification Administrator. In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating the Authority's ADA certification process.

D. Customer Comments/Complaints

1. All applicants and other individuals contacting the Certification Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to the Authority's Customer Service department at (760) 948-4021.
2. Comments received by Customer Service will be tracked and forwarded to the Contractor for investigation and response. Customer comment responses must be submitted to the Authority's Certification Administrator, in writing, within five business days.

E. Retention of Files and Records

All files and records relating to the processing of applications and the provision of services under this Agreement which are not returned to the Authority shall be retained by Contractor for a period of five (5) years. Upon request from Authority, such records will be made available for review and copying at Contractor's offices during normal business hours. VVTA desires a web based system with a website hosted on network servers with built in, back-ups, a guaranteed up time of 99%, and full access to read, write and print customer files.

14. PERFORMANCE STANDARDS

Performance standards are included to encourage high quality and effective services and in recognition of the ADA-required time parameters for processing ADA applications. For the initial

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startup of operation under this contract, Authority and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established which are appropriate and fair. During this period non incentives or penalties will be assessed.

A. Recommendations for Improvement

The Authority encourages the Contractor to make suggestions and recommendations to improve the ADA eligibility certification process. An incentive payment may be made for any suggestion or recommendation which Authority determines to implement and results in a measurably more effective and efficient process. This incentive payment is \$150.00 per implemented suggestion or recommendation and will be provided to the Contractor thirty (30) days after implementation and review of effectiveness.

B. Timely Processing of Applications

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. Each evaluation and completed documentation must be processed within twenty one (21) calendar days of receipt of the applications. [See *Section 12 B. Time Requirements for Processing* of this document for a complete discussion of timely processing requirements.]

C. Completed Documentation

The Contractor must ensure that its documentation is complete when submitted to the Authority. Evaluations not fully documented or which require clarification will be considered incomplete. Each evaluation determined to be incomplete by Authority will be returned to the Contractor for completion. Penalties may be assessed and incentives awarded according to the following criteria:

1. Failure to meet the completed documentation requirement on less than five percent (5%) of the determinations completed in any calendar month will result in a penalty award to Contractor of \$100.00 for that month Failure to meet the completed documentation requirement on more than ten percent (10%) but less than fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$200.00 for that month; and
2. Failure to meet the completed documentation requirement on more than fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$400.00 for that month

D. Assessment Procedure

Before assessing penalties, the Authority will use the following procedure:

- a. The Authority will notify the Contractor of its intent to assess a penalty.
- b. The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure. Failures caused by actions of Authority

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staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable. Any such claim must be supported by adequate documentation.

- If the Authority determines that the failure was not preventable, then the penalty will be waived.
- The Authority's decision to waive the assessment of any penalty will in no way affect the Authority's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.
- Continued nonperformance of Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

15. ADA ELIGIBILITY EXCERPTS

Sec. 37.121 Requirement for comparable complementary paratransit service.

- (a) Except as provided in paragraph (c) of this section, each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.
- (b) To be deemed comparable to fixed route service, a complementary paratransit system shall meet the requirements of Secs. 37.123-37.133 of this subpart. The requirement to comply with Sec. 37.131 may be modified in accordance with the provisions of this subpart relating to undue financial burden.
- (c) Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Sec. 37.123 ADA paratransit eligibility: Standards.

- (a) Public entities required by Sec. 37.121 of this subpart to provide complementary paratransit service shall provide the service to the ADA paratransit eligible individuals described in paragraph (e) of this section.
- (b) If an individual meets the eligibility criteria of this section with respect to some trips but not others, the individual shall be ADA paratransit eligible only for those trips for which he or she meets the criteria.
- (c) Individuals may be ADA paratransit eligible on the basis of a permanent or temporary disability.
- (d) Public entities may provide complementary paratransit service to persons other than ADA paratransit eligible individuals. However, only the cost of service to ADA

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paratransit eligible individuals may be considered in a public entity's request for an undue financial burden waiver under Secs. 37.151-37.155 of this part.

(e) The following individuals are ADA paratransit eligible:

- (1) Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable individuals with disabilities.
- (2) Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
 - (i) An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location which the individual would use is one at which boarding or disembarking from the vehicle is precluded as provided in Sec. 37.167(g) of this part.
 - (ii) An individual using a common wheelchair is eligible under this paragraph if the individual's wheelchair cannot be accommodated on an existing vehicle (e.g., because the vehicle's lift does not meet the standards of part 38 of this title), even if that vehicle is accessible to other individuals with disabilities and their mobility wheelchairs.
 - (iii) With respect to rail systems, an individual is eligible under this paragraph if the individual could use an accessible rail system, but-- (A) there is not yet one accessible car per train on the system; or (B) key stations have not yet been made accessible. (C) Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.
 - (iv) Only a specific impairment-related condition which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this paragraph.
 - (v) Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain,

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weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual's specific impairment-related condition may form a basis for eligibility under this paragraph, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location.

- (f) Individuals accompanying an ADA paratransit eligible individual shall be provided service as follows:
- (1) One other individual accompanying the ADA paratransit eligible individual shall be provided service—
 - (i) If the ADA paratransit eligible individual is traveling with a personal care attendant, the entity shall provide service to one other individual in addition to the attendant who is accompanying the eligible individual;
 - (ii) A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the family member or friend registered is acting in the capacity of a personal care attendant;
 - (2) Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals;
 - (3) In order to be considered as "accompanying" the eligible individual for purposes of this paragraph (f), the other individual(s) shall have the same origin and destination as the eligible individual.

Sec. 37.125 ADA paratransit eligibility: Process.

Each public entity required to provide complementary paratransit service by Sec. 37.121 of this part shall establish a process for determining ADA paratransit eligibility.

- (a) The process shall strictly limit ADA paratransit eligibility to individuals specified in Sec. 37.123 of this part.
- (b) All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request.
- (c) If, by a date 21 days following the submission of a complete application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application.
- (d) The entity's determination concerning eligibility shall be in writing. If the determination

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- is that the individual is ineligible, the determination shall state the reasons for the finding.
- (e) The public entity shall provide documentation to each eligible individual stating that he or she is "ADA Paratransit Eligible." The documentation shall include the name of the eligible individual, the name of the transit provider, the telephone number of the entity's paratransit coordinator, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant.
 - (f) The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals.
 - (g) The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.
 - (1) The entity may require that an appeal be filed within 60 days of the denial of an individual's application.
 - (2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.
 - (3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.
 - (h) The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.
 - (1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.
 - (2) Before suspending service, the entity shall take the following steps:
 - (i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.
 - (ii) Provide the individual an opportunity to be heard and to present information and arguments;
 - (iii) Provide the individual with written notification of the decision and the reasons for it.

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- (3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.
 - (i) In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant.

CONSTRUCTION AND INTERPRETATION OF PROVISIONS OF 49 CFR PART 37

§37.123 ADA Paratransit Eligibility – Standards General Provisions

This section sets forth the minimum requirements for eligibility for complementary paratransit service. All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards. The ADA does not prohibit providing paratransit service to anyone. Entities may provide service to additional persons as well. Since only service to ADA eligible persons is required by the rule, however, only the costs of this service can be counted in the context of a request for an undue financial burden waiver.

When the rule says that ADA paratransit eligibility shall be strictly limited to persons in the eligible categories, then, it is not saying that entities are in any way precluded from serving other people. It is saying that the persons who must be provided service, and counting the costs of providing them service, in context of an undue burden waiver, are limited to the regulatory categories.

Temporary Disabilities

Eligibility may be based on a temporary as well as a permanent disability. The individual must meet one of the three eligibility criteria in any case, but can do so for a limited period of time. For example, if an individual breaks both legs and is in two casts for several weeks, becomes a wheelchair user for the duration, and the bus route that would normally take him to work is not accessible, the individual could be eligible under the second eligibility category. In granting eligibility to such a person, the entity should establish an expiration date for eligibility consistent with the expected end of the period disability.

Trip-by-Trip Eligibility

A person may be ADA paratransit eligible for some trips but not others. Eligibility does not inhere in the individual or his or her disability, as such, but in meeting the functional criteria of inability to use the fixed route system established by the ADA. This inability is likely to change with differing circumstances. For example, someone whose impairment-related condition is a severe sensitivity to temperatures below 20 degrees is not prevented from using fixed route transit when the temperature is 75 degrees. Someone whose impairment-related condition is an inability to maneuver a wheelchair through snow is not prevented from using fixed route transit when there is no snow on the ground. Someone with a cognitive disability may have learned to take the same bus route to a supported employment job every day. This individual is able to navigate the system for work purposes and therefore would not be eligible for paratransit for work trips. But the individual may be unable to get to other destinations on the bus system without getting lost, and would be eligible for paratransit for non-work trips. Someone who

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normally drives his own car to a rail system park and ride lot may have a specific impairment related condition preventing him from getting to the station when his car is in the shop. A person who can use accessible fixed route service can go to one destination on an accessible route; another destination would require the use of an inaccessible route. The individual would be eligible for the latter but not the former.

In many cases, though the person is eligible for some trips but not others, eligibility determinations would not have to be made literally on a trip-by-trip basis. It may often be possible to establish the conditions on eligibility as part of the initial eligibility determination process. Someone with a temperature sensitivity might be granted seasonal eligibility. Somebody who is able to navigate the system for work but not non-work trips could have this fact noted in his or her eligibility documentation. Likewise, someone with a variable condition (e.g., multiple sclerosis, HIV disease, need for kidney dialysis) could have their eligibility based on the underlying condition, with paratransit need for a particular trip dependent on self-assessment or a set of medical standards (e.g., trip within a certain amount of time after a dialysis session). On the other hand, persons in the second eligibility category (people who can use accessible fixed route service where it exists) would be given service on the basis of the particular route they would use for a given trip.

Because entities are not precluded from providing service beyond that required by the rule, an entity that believes it is too difficult to administer a program of trip-by-trip eligibility is not required to do so. Nothing prevents an entity from providing all requested trips to a person whom the ADA requires to receive service for only some trips. In this case, if the entity intends to request an undue financial burden waiver, the entity, as provided in the undue burden provisions of this rule, must estimate, by a statistically valid technique, the percentage of its paratransit trips that are mandated by the ADA. Only that percentage of its total costs will be counted in considering the undue burden waiver request.

Category 1 Eligibility

The first eligibility category includes, among others, persons with mental or visual impairments who, as a result, cannot "navigate the system." This eligibility category includes people who cannot board, ride, or disembark from an accessible vehicle "without the assistance of another individual." This means that, if an individual needs an attendant to board, ride, or disembark from an accessible fixed route vehicle (including "navigating the system"), the individual is eligible for paratransit. One implication of this language is that an individual does not lose paratransit eligibility based on "inability to navigate the system" because the individual chooses to travel with a friend on the paratransit system (even if the friend could help the person navigate the fixed route system). Eligibility in this category is based on ability to board, ride, and disembark independently. Mobility training (e.g., of persons with mental or visual impairments) may help to improve the ability of persons to navigate the system or to get to a bus stop. Someone who is successfully mobility trained to use the fixed route system for all or some trips need not be provided paratransit service for those trips. The Department encourages entities to sponsor such training as a means of assisting individuals to use fixed route rather than paratransit.

Category 2 Eligibility

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The second eligibility criterion is the broadest, with respect to persons with mobility impairments, but its impact should be reduced over time as transit systems become more accessible. This category applies to persons who could use accessible fixed route transportation, but accessible transportation is not being used at the time, and on the route, the persons would travel. This concept is route based, not system based.

Speaking first of bus systems, if a person is traveling from Point A to Point B on route 1, and route 1 is accessible, the person is not eligible for paratransit for the trip. This is true even though other portions of the system are still inaccessible. If the person is traveling from Point A to Point C on route 2, which is not accessible, the person is eligible for that trip. If the person is traveling from point A to Point B on accessible route 1, with a transfer at B to go on inaccessible route 3 to Point D, then the person is eligible for the second leg of the trip. (The entity could choose to provide a paratransit trip from A to D or a paratransit or on-call bus trip from B to D.)

For purposes of this standard, we view a route as accessible when all buses scheduled on the route are accessible. Otherwise, it is unlikely that an accessible vehicle could be provided "within a reasonable period of [a] time" when the individual wants to travel, as the provision requires. We recognize that some systems' operations may not be organized in a way that permits determining whether a given route is accessible, even though a route-by-route determination appears to be contemplated by the statute. In such cases, it may be that category 2 eligibility would persist until the entire system was eligible.

With respect to a rail system, an individual is eligible under this standard if, on the route or line he or she wants to use, there is not yet one car per train accessible or if key stations are not yet accessible. This eligibility remains even if bus systems covering the area served by the rail system have become 100 percent accessible. This is necessary because people use rail systems for different kinds of trips than bus systems. It would often take much more in the way of time, trouble, and transfers for a person to go on the buses of one or more transit authorities than to have a direct trip provided by the rail operator. Since bus route systems are often designed to feed rail systems rather than duplicate them, it may often be true that "you can't get there from here" relying entirely on bus routes or the paratransit service area that parallels them.

If the lift on a vehicle cannot be deployed at a particular stop, an individual is eligible for paratransit under this category with respect to the service to the inaccessible stop. If on otherwise accessible route 1, an individual wants to travel from Point A to Point E, and the lift cannot be deployed at E, the individual is eligible for paratransit for the trip. (On-call bus would not work as a mode of providing this trip, since a bus lift will not deploy at the stop.) This is true even though service from Point A to all other points on the line is fully accessible. In this circumstance, the entity should probably think seriously about working with the local government involved to have the stop moved or made accessible.

When we say that a lift cannot be deployed, we mean literally that the mechanism will not work at the location to permit a wheelchair user or other person with a disability to disembark or that the lift will be damaged if it is used there. It is not consistent with the rule for a transit provider to declare a stop off-limits to someone who uses the lift while allowing other passengers to use the stop. However, if temporary conditions not under the operator's control (e.g., construction, an accident, a landslide) make it so hazardous for anyone to disembark that the stop is temporarily out of service for all passengers may the operator refuse to allow a passenger to disembark

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using the lift.

Category 3 Eligibility

The third eligibility criterion concerns individuals who have a specific impairment-related condition which prevents them from getting to or from a stop or station. As noted in the legislative history of the ADA, this is intended to be a "very narrow exception" to the general rule that difficulty in traveling to or from boarding or disembarking locations is not a basis for eligibility.

What is a specific impairment-related condition? The legislative history mentions four examples: chronic fatigue, blindness, a lack of cognitive ability to remember and follow directions, or a special sensitivity to temperature. Impaired mobility, severe communications disabilities (e.g., a combination of serious vision and hearing impairments), cardiopulmonary conditions, or various other serious health problems may have similar effects. The Department does not believe that it is appropriate, or even possible, to create an exhaustive list. What the rule uses as an eligibility criterion is not just the existence of a specific impairment-related condition. To be a basis for eligibility, the condition must prevent the individual from traveling to a boarding location or from a disembarking location. The word "prevent" is very important. For anyone, going to a bus stop and waiting for a bus is more difficult and less comfortable than waiting for a vehicle at one's home. This is likely to be all the more true for an individual with a disability. But for many persons with disabilities, in many circumstances, getting to a bus stop is possible. If an impairment related condition only makes the job of accessing transit more difficult than it might otherwise be, but does not prevent the travel, then the person is not eligible.

For example, in many areas, there are not yet curb cuts. A wheelchair user can often get around this problem by taking a less direct route to a destination than an ambulatory person would take. That involves more time, trouble, and effort than for someone without a mobility impairment. But the person can still get to the bus stop. On the basis of these architectural barriers, the person would not be eligible.

Entities are cautioned that, particularly in cases involving lack of curb cuts and other architectural barrier problems, assertions of eligibility should be given tight scrutiny. Only if it is apparent from the facts of a particular case that an individual cannot find a reasonable alternative path to a location should eligibility be granted.

If we add a foot of snow to the scenario, then the same person taking the same route may be unable to get to the bus stop. If it is not the snow alone that stops him; it is the interaction of the snow and the fact that the individual has a specific-impairment related condition that requires him to push a wheelchair through the snow that prevents the travel.

Inevitably, some judgment is required to distinguish between situations in which travel is prevented and situations in which it is merely made more difficult. In the Department's view, a case of "prevented travel" can be made not only where travel is literally impossible (e.g., someone cannot find the bus stop, someone cannot push a wheelchair through the foot of snow or up a steep hill) but also where the difficulties are so substantial that a reasonable person with the impairment-related condition in question would be deterred from making the trip.

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The regulation makes the interaction between an impairment-related condition and the environmental barrier (whether distance, weather, terrain, or architectural barriers) the key to eligibility determinations. This is an individual determination. Depending on the specifics of their impairment-related conditions, one individual may be able to get from his home to a bus stop under a given set of conditions, while his next-door neighbor may not.

Companions

The ADA requires entities to provide paratransit to one person accompanying the eligible individual, with others served on a space- available basis. The one individual who is guaranteed space on the vehicle can be anyone --family member, business associate, friend, date, etc. The provider cannot limit the eligible individual's choice of type of companion. The transit authority may require that the eligible individual reserve a space for the companion when the individual reserves his or her own ride. This one individual rides even if this means that there is less room for other eligible individuals. Additional individuals beyond the first companion are carried only on a space available basis; that is, they do not displace other ADA paratransit eligible individuals.

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his or her personal needs) always may ride with the eligible individual. If there is a personal care attendant on the trip, the eligible individual may still bring a companion, plus additional companions on a space available basis. The entity may require that, in reserving the trip, the eligible individual reserve the space for the attendant.

To prevent potential abuse of this provision, the rule provides that a companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity. As noted under §37.125, a provider may require that, as part of the initial eligibility certification process, an individual indicate whether he or she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him or her would be regarded simply as a companion.

To be viewed as "accompanying" the eligible individual, a companion must have the same origin and destination points as the eligible individual. In appropriate circumstances, entities may also wish to provide service to a companion who has either an origin or destination, but not both, with the eligible individual (e.g., the individual's date is dropped off at her own residence on the return trip from a concert).

§37.125 ADA Paratransit Eligibility - Process

This section requires an eligibility process to be established by each operator of complementary paratransit. The details of the process are to be devised through the planning and public participation process of this Subpart. The process may not impose unreasonable administrative burdens on applicants, and, since it is part of the entity's nondiscrimination obligations, may not involve "user fees" or application fees to the applicant.

The process may include functional criteria related to the substantive eligibility criteria of §37.123 and, where appropriate, functional evaluation or testing of applicants. The substantive

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eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

The goal of the process is to ensure that only people who meet the regulatory criteria, strictly applied, are regarded as ADA paratransit eligible. The Department recognizes that transit entities may wish to provide service to other persons, which is not prohibited by this rule. However, the eligibility process should clearly distinguish those persons who are ADA eligible from those who are provided service on other grounds. For example, eligibility documentation must clearly state whether someone is ADA paratransit eligible or eligible on some other basis.

Often, people tend to think of paratransit exclusively in terms of people with mobility impairments. Under the ADA, this is not accurate. Persons with visual impairments may be eligible under either the first or third eligibility categories. To accommodate them, all documents concerning eligibility must be made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audio cassettes, and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use. There is no use giving a computer disk to someone who does not have a computer, for instance, or a Braille document to a person who does not read Braille.

When a person applies for eligibility, the entity will provide all the needed forms and instructions. These forms and instructions may include a declaration of whether the individual travels with a personal care attendant. The entity may make further inquiries concerning such a declaration (e.g., with respect to the individual's actual need for a personal care attendant). When the application process is complete – all necessary actions by the applicant taken -- the entity should process the application in 21 days. If it is unable to do so, it must begin to provide service to the applicant on the 22nd day, as if the application had been granted. Service may be terminated only if and when the entity denies the application. All determinations shall be in writing; in the case of a denial, reasons must be specified. The reasons must specifically relate the evidence in the matter to the eligibility criteria of this rule and of the entity's process. A mere recital that the applicant can use fixed route transit is not sufficient.

For people granted eligibility, the documentation of eligibility shall include at least the following information: -- the individual's name

- the name of the transit provider
- the telephone number of the entity's paratransit coordinator
- an expiration date for eligibility
- any conditions or limitations on the individual's eligibility, including the use of a personal care attendant.

The last point refers to the situation in which a person is eligible for some trips but not others or

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if the traveler is authorized to have a personal care attendant ride free of charge. For example, the documentation may say that the individual is eligible only when the temperature falls below a certain point, or when the individual is going to a destination not on an accessible bus route, or for non-work trips, etc.

As the mention of an expiration date implies, certification is not forever. The entity may recertify eligibility at reasonable intervals to make sure that changed circumstances have not invalidated or changed the individual's eligibility. In the Department's view, a reasonable interval for recertification is probably between one and three years. Less than one year would probably be too burdensome for consumers; over three years would begin to lose the point of doing recertification. The recertification interval should be stated in the entity's plan. Of course, a user of the service can apply to modify conditions on his or her eligibility at any time.

The administrative appeal process is intended to give applicants who have been denied eligibility the opportunity to have their cases heard by some official other than the one who turned them down in the first place. In order to have appropriate separation of functions -- a key element of administrative due process -- not only must the same person not decide the case on appeal, but that person, to the extent practicable, should not have been involved in the first decision (e.g., as a member of the same office, or a supervisor or subordinate of the original decision maker). When, as in the case of a small transit operator, this degree of separation is not feasible, the second decision maker should at least be "bubbled" with respect to the original decision (i.e., not have participated in the original decision or discussed it with the original decision maker). In addition, there must be an opportunity to be heard in person as well as the chance to present written evidence and arguments. All appeals decisions must be in writing, stating the reasons for the decision.

To prevent the filing of stale claims, the entity may establish a 60 day "statute of limitations" on filing of appeals, the time starting to run on the date the individual is notified of the negative initial decision. After the appeals process has been completed (i.e., the hearing and/or written submission completed), the entity should make a decision within 30 days. If it does not, the individual must be provided service beginning the 31st day, until and unless an adverse decision is rendered on his or her appeal.

Under the eligibility criteria of the rule, an individual has a right to paratransit if he or she meets the eligibility criteria. As noted in the discussion of the nondiscrimination section, an entity may refuse service to individual with a disability who engages in violent, seriously disruptive, or illegal conduct, using the same standards for exclusion that would apply to any other person who acted in such an inappropriate way.

The rule also allows an entity to establish a process to suspend, for a reasonable period of time, the provision of paratransit service to an ADA eligible person who establishes a pattern or practice of missing scheduled trips. The purpose of this process would be to deter or deal with chronic "no-shows." The sanction system -- articulated criteria for the imposition of sanctions, length of suspension periods, details of the administrative process, etc. -- would be developed through the public planning and participation process for the entity's paratransit plan, and the result reflected in the plan submission to UMTA.

It is very important to note that sanctions could be imposed only for a "pattern or practice" of

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missed trips. A pattern or practice involves intentional, repeated or regular actions, not isolated, accidental, or singular incidents. Moreover, only actions within the control of the individual count as part of a pattern or practice. Missed trips due to operator error are not attributable to the individual passenger for this purpose. If the vehicle arrives substantially after the scheduled pickup time, and the passenger has given up on the vehicle and taken a taxi or gone down the street to talk to a neighbor that is not a missed trip attributable to the passenger. If the vehicle does not arrive at all, or is sent to the wrong address, or to the wrong entrance to a building, that is not a missed trip attributable to the passenger. There may be other circumstances beyond the individual's control (e.g., a sudden turn for the worse in someone with a variable condition, a sudden family emergency) that make it impracticable for the individual to travel at the scheduled time and also for the individual to notify the entity in time to cancel the trip before the vehicle comes. Such circumstances also would not form part of a sanctionable pattern or practice. Once an entity has certified someone as eligible, the individual's eligibility takes on the coloration of a property right. (This is not merely a theoretical statement. If one depends on transportation one has been found eligible for to get to a job, and the eligibility is removed, one may lose the job. The same can be said for access to medical care or other important services.) Consequently, before eligibility may be removed "for cause" under this provision, the entity must provide administrative due process to the individual.

If the entity proposes to impose sanctions on someone, it must first notify the individual in writing (using accessible formats where necessary). The notice must specify the basis of the proposed action (e.g., Mr. Smith scheduled trips for 8 a.m. on May 15, 2 p.m. on June 3, 9 a.m. on June 21, and 9:20 p.m. on July 10, and on each occasion the vehicle appeared at the scheduled time and Mr. Smith was nowhere to be found) and set forth the proposed sanction (e.g., Mr. Smith would not receive service for 15 days). The entity would provide the individual an opportunity to be heard (i.e., an in-person informal hearing before a decision maker) as well as to present written and oral information and arguments. All relevant entity records and personnel would be made available to the individual, and other persons could testify. It is likely that, in many cases, an important factual issue would be whether a missed trip was the responsibility of the provider or the passenger, and the testimony of other persons and the provider's records or personnel are likely to be relevant in deciding this issue. While the hearing is intended to be informal, the individual could bring a representative (e.g., someone from an advocacy organization, an attorney).

The individual may waive the hearing and proceed on the basis of written presentations. If the individual does not respond to the notice within a reasonable time, the entity may make, in effect, a default finding and impose sanctions. If there is a hearing, and the individual needs paratransit service to attend the hearing, the entity must provide it. We would emphasize that, prior to a finding against the individual after this due process procedure; the individual must continue to receive service. The entity cannot suspend service while the matter is pending. The entity must notify the individual in writing about the decision, the reasons for it, and the sanctions imposed, if any. Again, this information would be made available in accessible formats. In the case of a decision adverse to the individual, the administrative appeals process of this section would apply. The sanction would be stayed pending an appeal.

There are means other than sanctions, however, by which a transit provider can deal with a "no-show" problem in its system. Providers who use "real time scheduling" report that this technique is very effective in reducing no-shows and cancellations, and increasing the mix of real time

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scheduling in a system can probably be of benefit in this area. Calling the customer to reconfirm a reasonable time before pickup can head off some problems, as can educating consumers to call with cancellations ahead of time. Training of dispatch and operator personnel can help to avoid miscommunications that lead to missed trips.

Categories of Eligibility

According to the ADA, there are three categories of the ADA paratransit eligibility.

- a. Individuals who as a result of their disabilities cannot independently board, ride, or disembark from accessible vehicles.
- b. Individuals with disabilities who cannot utilize the fixed route system due to the non-availability of an accessible vehicle at the time or route desired, the inability to provide accessible service to the person's desired boarding or disembarking stop, or the inability of the individual's wheelchair to be accommodated on the passenger lift of the transit vehicle.
- c. Individuals who, due to a specific impairment, are prevented from traveling to or from a stop -- specifically excluded are environmental and architectural barriers such as curbs, hills, distance, snow, etc. and do not, standing alone, form a basis for eligibility.

ADA paratransit eligibility is both trip specific and may be either permanent or temporary in nature. 42 USC §12143(c)(1); 49 CFR §37.123.

In concert with the ADA, VVTA uses the following guidelines:

VVTA CATEGORIES OF ELIGIBILITY

There are many reasons why an individual may or may not be able to use accessible fixed route bus or rail services. In addition, there may be times when an individual may be able to use accessible fixed route bus or rail services, and other times when they cannot. Recognizing this, VVTA has four categories of ADA Paratransit eligibility: Unrestricted, Trip-by-Trip, Conditional and Temporary. In addition, applicants may be denied eligibility or determined to be Ineligible. These categories are described below:

- a. Unrestricted. Individuals who are physically or cognitively unable to ever independently board, ride or disembark from the public bus or rail service. An example would be an individual who uses a wheelchair who is unable to maneuver their wheelchair by themselves.
- b. Trip-by-Trip. An individual may utilize ACCESS service for those trips in which their disability, due to physical or environmental barriers, prevents them from getting to or from the bus or rail stop or loading location or from boarding or disembarking from the fixed route bus or rail service. An example is an individual who uses a wheelchair and the sidewalks that he/she needs to use to get to/from the bus stops for a specific trip do not have curb cuts, thus preventing him/her from using the fixed route bus for this trip.

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- d. Conditional. Individuals may use ACCESS service for those trips, which the episodic nature of their disability prevents them from making on the public fixed route bus or rail. An example would be an individual with a disability which allows them to function well at times and less well at other times - night blindness, extreme sensitivity to cold or heat, and kidney dialysis are several examples of conditions which could result in Conditional eligibility. During those days when the individual is not able to function well, he/she would be unable to use the fixed route bus and, therefore, would be eligible to use ACCESS.
- e. Temporary. ADA eligibility may be granted to individuals whose condition or functional limitations are expected to improve to the point that they would be able to utilize accessible fixed route services for all their trips as well as to individuals whose disability condition may be permanent, but whose travel abilities may change with training or therapy. In these cases, the individual will be given temporary eligibility. Examples might be an individual with a medical condition or injury from which they are expected to fully recover or a person with a visual impairment who is attending mobility/orientation training which may train them sufficiently to use the fixed route bus services. Granting temporary eligibility does not necessarily mean that the recipient will eventually be denied, but that a more accurate eligibility determination can be made once training/ therapy is completed.
- f. Denied. Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services will be denied ADA Paratransit eligibility.
- g. Ineligible. An individual may be deemed to be ineligible to use ADA Paratransit services if they do not meet the Authority's minimum age or if their application is withdrawn for failure to complete the necessary information and/or certification process.

Applications will be deemed to have been withdrawn from the certification process if the applicant does not return an application which has been sent back to them for completion of missing information and/or signatures; does not return or reply to repeated, documented telephone calls and letters from the Authority's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule an in-person assessment; or fails to appear for a scheduled in-person assessment.

17. CONTINUITY OF CURRENT SERVICE VENDOR

VVTA currently uses a proprietary system that includes an online application via the internet and via the telephone. ADA applicants are able to call and check the status of their applications, as well as check on the current registration website. VVTA deems it to be in the best interest of the Agency and its ADA clients to continue using a similar service, in order to successfully continue the service as anticipated by the ADA clients.

However, alternative solutions will be considered understanding that some proposals may give VVTA a better solution to the one VVTA is currently using.

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THIS CONTRACT is made and entered into this _ day of _____ 2025, by and between the **VICTOR VALLEY TRANSIT AUTHORITY**, a Joint Powers authority, created pursuant to the laws of the State of California (“VVTA” OR “Agency”) and (“CONTRACTOR”).

RECITALS

WHEREAS VVTA circulated and distributed a Request for Proposal (“RFP”) from qualified firms to provide ADA Complementary Paratransit Eligibility Certification Services, a copy which is attached herein as Exhibit 1 (RFP); and

WHEREAS, CONTRACTOR submitted a proposal to provide the required services per the Scope of Work described in the RFP, a copy which is attached herein as Exhibit 2: and

WHEREAS, CONTRACTOR has represented and warrants to VVTA that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Contract, at a cost to VVTA as herein specified and that it will be able to perform the herein described services for VVTA by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

WHEREAS CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS CONTRACTOR understands that VVTA is relying upon these representations in entering into this Contract.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, VVTA and CONTRACTOR hereby agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work (Exhibit 2) hereto and is incorporated by reference into and made a part of this Contract.
- B. This is a non-exclusive Contract, whereby VVTA may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VVTA’s staff or other contractor or entity that may be providing similar or the same Work for VVTA.

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2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

- A. Exhibit 1 – RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES, including Addenda and all Attachments:
- B. Exhibit 2 – RFP SCOPE OF WORK
- C. Exhibit 3 – CONTRACTOR’s PROPOSAL Submission dated _____
- D. Exhibit 4 – CONTRACTOR’s Proof of Insurance dated _____
- E. Exhibit 5 – CONTRACTOR’s Price Proposal : _____
- F. Exhibit 6 – Completed, signed, and notarized (if applicable) forms as required by the Solicitation

All the Exhibits mentioned in this Contract are attached and are herein incorporated. This Contract and the other Exhibits mentioned constitute the entire Contractual Contract between the parties. In the event of any conflict between any of the provisions of this Contract and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA’s benefit shall prevail.

In the event of any conflict between the final contract and the provisions included in the attachments, the negotiated terms of the final contract shall prevail.

3. PERIOD OF PERFORMANCE

This Contract shall commence on the _____ and shall continue in full force and effect until _____, unless earlier terminated or extended as provided in this Contract.

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Contract. VVTA shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation
RATES
- B. VVTA’s maximum cumulative payment obligation under this Agreement shall not exceed _____ (\$_____), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VVTA on a monthly basis, during the course of the contract. The CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

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The CONTRACTOR shall submit invoices to:
VICTOR VALLEY TRANSIT AUTHORITY
ATTN: ACCOUNTS PAYABLE
17150 SMOKE TREE STREET
HESPERIA, CA 92345-8305
finance@vvta.org

Each invoice shall include, at a minimum, the following information:

- Contract number/Purchase Order number
- Invoice number
- Description of service
- Construction Milestones completed
- Unit Price, extended price, and applicable taxes
- Information as requested by VVTA

- B. VVTA shall remit payment within Thirty (30) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of 2% 10, net 30, in the event the CONTRACTOR needs expedited terms.

6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VVTA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VVTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and VVTA, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract Amendments**, the VVTA, the U.S. Department of Transportation

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(if applicable), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the VVTA may renegotiate the Contract Amendment and VVTA shall be entitled to any reductions in the price that would result from the application of accurate, complete, or up-to-date data.

7. NOTIFICATION

All notices hereunder concerning this Contract and the Work to be performed shall be physically transmitted by courier, overnight, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VVTA:
Attn: Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305

To CONTRACTOR:
Attn:

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

The VVTA Board of Directors has delegated authority to VVTA's Chief Executive Officer (CEO) to execute contracts on behalf of VVTA. Except as expressly specified in this Contract, the CEO may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Contract should be construed to bind VVTA for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The CEO or his/her designee is empowered to:

1. Have general oversight of the Work and this Contract, including the power to enforce compliance with this Contract.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.
3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Contract for revision.

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4. In addition to the foregoing, the CEO shall have those rights and powers expressly set forth in other sections of this Contract.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
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Any substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. VVTA reserves the right to interview such persons to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

VVTA awarded this Contract to CONTRACTOR based on VVTA's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

9. TERMINATION OF CONTRACT

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated for in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination for convenience is in the best interest of VVTA and the other procuring agencies. Any such termination for convenience shall be executed by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination for Convenience, and except as otherwise directed by VVTA, the Contractor must:
 - (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination for Convenience.
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination for convenience.
 - (d) Assign to VVTA in the manner, at the times, and to the extent directed by VVTA, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case

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VVTA shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts.

- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of VVTA, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section.
 - (f) Transfer title to VVTA and deliver in the manner, at the times, and to the extent, if any, directed by VVTA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to VVTA.
 - (g) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience; and
 - (h) Take such action as may be necessary, or as VVTA may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VVTA has or may acquire an interest.
2. After receipt of a Notice of Termination for Convenience, the Contractor shall submit to VVTA its termination claim, in the form and with certification prescribed by VVTA. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VVTA, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VVTA determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, VVTA may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.
3. Subject to the provisions of subsection 2 above, the Contractor and VVTA may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an

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allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

4. In the event of failure of the Contractor and VVTA to agree, as provided in subsection 3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VVTA will pay the Contractor the amounts determined by VVTA as follows, but without duplication of any amounts agreed in accordance with subsection:

With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

- (a) The costs of such Work.
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above.
- (c) A sum, as profit on 4(a) above, determined by VVTA to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the number of payments otherwise made and as further reduced by the Contract price of

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Work not terminated. Except for normal spoilage, and except to the extent that VVTA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VVTA, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to VVTA, or to a purchaser pursuant to subsection 1 (g) of this Section.

6. In arriving at the amount due the Contractor under this Section, there will be deducted:
 - (a) The amount of any claim which VVTA has against the Contractor in connection with the Contract; and
 - (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VVTA.
7. If the termination for convenience hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VVTA a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.
8. VVTA may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VVTA, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VVTA upon demand, together with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VVTA.
9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VVTA at all reasonable times at the office of the Contractor but without direct charge to VVTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated

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hereunder, or to the extent approved by VVTA, photographs, microphotographs, or other authentic reproductions thereof.

10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VVTA and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers of any tier.
12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VVTA may have and VVTA may pursue any course of action it may have under the Contract.

B. TERMINATION FOR CAUSE

- (1) By written Notice of Termination for Cause to the Contractor, VVTA and the other procuring agencies may cancel the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Contractor fails to perform the Work within the time specified or any extension thereof.
 - (b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress so as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances, does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VVTA gives notice to Contractor of the failure.
 - (c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VVTA.
 - (d) Abandonment of the Contract;
 - (e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VVTA;

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- (f) Bankruptcy or appointment of a receiver for the Contractor's property;
 - (g) Performance by the Contractor in bad faith;
 - (h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s));
 - (i) Material failure to comply with the law, ordinance, rule, regulation, or order of a legal authority applicable to the Contract, the Work, the Contractor, or the goods; or
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as VVTA may authorize in writing) after receipt of notice from VVTA specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VVTA within the time period specified by VVTA, VVTA will send the Contractor a written notice of failure to cure the breach. Upon receipt of such written notice from VVTA, Contractor shall:
- (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination for Cause;
 - (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination for Cause;
 - (c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and
 - (d) Comply with all other requirements of VVTA specified in the Notice of Termination for Cause.
- (4) If the Contract is cancelled as provided in this Section, VVTA may require Contractor to transfer title and deliver to VVTA, as directed by VVTA, the following:
- (a) Any completed supplies or equipment furnished by VVTA; and
 - (b) Such partially completed supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") that the Contractor has specifically produced or acquired for the cancelled portion of this Contract. The Contractor shall also protect and preserve property in its possession in which VVTA has an

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interest at the Contractor's sole expense.

- (5) Upon VVTA's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VVTA will have the right to complete the Work by whatever means and method it deems advisable. VVTA will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VVTA's sole judgment, best accomplish such completion.
- (6) The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Lead Procuring Agency, will be charged, and will be deducted by VVTA out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VVTA upon notice of the excess so due. VVTA may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- (7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination for Cause from VVTA and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.
- (8) The Contractor shall immediately upon receipt communicate any Notice of Termination for Cause issued by VVTA to the affected Subcontractors and Suppliers at any tier.
- (9) The Surety on the Contractor's Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Section, except with the prior written consent of VVTA.
- (10) The Contractor shall not be liable for any costs in excess of the total Contract Consideration if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and/or Supplier and such default arises out of causes beyond the control of and without the fault or negligence of either the Contractor or the Subcontractor and/or Supplier, and if the Supplies or Services to be furnished by the Subcontractor or Supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required Delivery Schedule, the Contractor shall not be liable for any costs in excess of the total Contract Consideration to complete the Work.

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- (11) If, after issuance of the Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

10. ASSIGNMENT

This Contract, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Contract be subcontracted by CONTRACTOR – without prior written consent of VVTA. Consent by VVTA shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Contract.

11. SUBCONTRACTING

VVTA hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's Bid. CONTRACTOR shall include in each subcontract Contract the stipulation that CONTRACT, not VVTA, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VVTA, Member Agencies or officers, directors, employees, or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors' Names and Addresses

Work to be Performed

12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between VVTA and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VVTA. CONTRACTOR hereby indemnifies and holds VVTA harmless from any and all claims that may be made against

VVTA, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract, or any services provided pursuant to this Contract.

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- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VVTA in any capacity whatsoever as an agent or to bind VVTA to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VVTA as proprietary to third parties, unless approved in advance by VVTA or required by law.
- B. VVTA shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's equipment or supplies placed upon VVTA's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged or defective during the period CONTRACTOR is performing the maintenance for the facility pursuant to this Contract shall be repaired, replaced, or corrected by the CONTRACTOR hereunder without additional cost to VVTA, unless such damage is the result of VVTA's gross negligence or willful misconduct.
- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction, and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County San Bernardino.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

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17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INDEMNIFICATION

- A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VVTA, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

19. INSURANCE

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold VVTA harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the

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contract at its own expense, insurance of the kinds and in the amounts as indicated below.

- 2) Provide VVTA with valid original certificates of insurance and (except with regard to Professional Liability and Workers' Compensation) showing VVTA as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by VVTA. At the option of VVTA, either: the insurer shall reduce or eliminate such deductibles or SIR, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name VVTA, its officers, officials, employees, agents, and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded VVTA, its officers, officials, employees, agents, and volunteers.

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects VVTA, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by VVTA, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Contractor shall notify VVTA of any suspension, void, cancellation, or reduction in coverage or in limits, as required by contract, within (30) days of change.

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2) Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A: VIII**.

E. Verification of Coverage

- 1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

F. Subcontractors

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

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice and are required to be maintained in force until completion of the contract.

H. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Commercial General Liability policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

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1. “Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers.”
2. “This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only.”
3. “This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.” Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. “Thirty (30) days’ prior written notice of Termination shall be given to VVTA in the event of Termination.”

Such notice shall be sent to:
Victor Valley Transit Authority
ATTN: Procurement Manager
17150 Smoke Tree Street
Hesperia, California 92345

I. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor’s insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority
ATTN: Procurement Manager
17150 Smoke Tree Street
Hesperia, California 92345

J. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or quality the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VVTA reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

MINIMUM INSURANCE COVERAGE

- 1) **Commercial General Liability including Products/Completed Operations:**
\$2,000,000; per occurrence for bodily and property damage liability and
\$4,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*

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- 2) **Automobile Liability:** \$2,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured.*
- 3) **Workers' Compensation:** statutory limits
- 4) **Employer's Liability:** \$1,000,000; per occurrence.

20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Contract. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Contract. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VVTA, or the time required for the performance of the contract, must be approved as prescribed herein. In the event that the change is a request for price escalation by the Contractor, any price escalation or de-escalation must be justified by the contractor using acceptable measures such as the Consumer Price Index (CPI) or other universally accepted measure.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

Modifications:

Unless specified otherwise in the Contract, this Contract may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Contract. In order to be effective, amendments may require approval by VVTA's Board of Director, and in all instances require prior signature of an authorized representative of VVTA.

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21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Contract is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VVTA.
- C. The originals of all letters, documents, reports and other products and data produced under this Contract shall become the property of VVTA without restriction or limitation on their use and shall be made available upon request to VVTA at any time. Original copies of such shall be delivered to VVTA upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VVTA. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.

22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Contract shall be delivered to and become the sole and exclusive property of VVTA. Copies may be made for CONTRACTOR's records but shall not be furnished to others without prior written authorization from VVTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VVTA.

23. OWNERSHIP RIGHTS

- A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by CONTRACTOR, its Third-Party Software Contractors, and its Suppliers as part of the Project, any derivative works and associated documentation created by and on behalf of VVTA by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of VVTA (collectively "VVTA Intellectual Property"), and VVTA may use, disclose, and exercise dominion and full rights of ownership, in any manner in VVTA Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by VVTA. No use of VVTA Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and VVTA shall not sell, lease, rent, give away or otherwise disclose any VVTA Intellectual property to any outside third party other than Permitted programmers. To the extent there may be any question of rights of ownership or use in any VVTA Intellectual Property, CONTRACTOR shall require all of its subcontractors and suppliers

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(including without limitation its Third-Party Software Contractors) to assign to VVTA, all worldwide right, title and interest in and to all VVTA Intellectual Property in a manner consistent with the foregoing terms of this paragraph. CONTRACTOR shall execute any documents as VVTA may from time-to-time reasonable request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract, and which otherwise owned by Contractor or its Third-Party Software Contractors, and all Documentation and Software which is created by CONTRACTOR, or its Third-Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by License Agreement by and between the parties of event date herewith.

24. WORK FOR HIRE

Any Work created or produced as a part of this Contract that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VVTA. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Contract by its suppliers, contractors, or subcontractors.

25. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VVTA in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VVTA to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss, or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by VVTA, CONTRACTOR shall continue to perform in accordance with this Contract.

26. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status, or other status protected by law. The CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

27. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Contract.

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CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that VVTA will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of performance” for purposes of this Contract. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VVTA shall have the right, at its sole discretion to require the immediate removal of CONTRACTOR’s personnel at any level assigned to the performance of the Work at no additional fee or cost to VVTA, if VVTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Contract under this Article shall not be reassigned to perform Work in any other capacity under this Contract without VVTA’s prior written approval.

28. NOTIFICATION OF EMPLOYMENT OF VVTA BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with VVTA’s Ethics Policy, CONTRACTOR shall provide written notice to VVTA disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VVTA, or (2) SERVED AS A Board Member/Alternate or an employee of VVTA within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR’s written notice shall indicate whether the individual will be an officer, principal, or shareholder of the entity and/or will participate in the performance of this Contract.

29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Contract, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VVTA Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

30. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Contract in conformity with requirements and standards of VVTA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Contract. CONTRACTOR shall also comply with all Federal, State, and local laws and ordinances.

31. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VVTA in its Ethics Policy,

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it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VVTA's Ethics Policy.

- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VVTA's Ethics Policy, such failure shall be considered a material breach of this Contract and VVTA shall have the right to immediately terminate or suspend this Contract.

32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Contract. Failure of either party to enforce any provision of this Contract at any time shall not be construed as a waiver of that provision. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

33. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VVTA's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VVTA's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VVTA's control.

34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Contract, any information, data, figures, records, findings, and the like received or generated by CONTRACTOR in the performance of this contract shall be considered and kept as the private and privileged records of VVTA and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VVTA. Further, upon expiration or termination of this Contract for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings, and the like, and will not release any such information to any person, firm, corporation, or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VVTA.

35. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VVTA shall review and approve in writing all VVTA related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VVTA related copy to be published in its

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advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VVTA endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VVTA and shall comply with the procedures VVTA's Public Affairs staff regarding statements to the media relating to this Contract or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VVTA of any action taken to alleviate the situation.
- D. The provision of this Article shall survive the termination or expiration of this Contract.

36. CONFLICT OF INTEREST

A. Prohibited Interests

- 1. During the term of this Contract, Contractor, its officers, employees, and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
- 2. Violation of subparagraph A. (1) is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
- 3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any Contract it makes with its subcontractors.

B. Covenant

- 1. Contractor covenants that prior to award of this Contract, Contractor has disclosed

any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of

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this covenant is a material breach of this Contract.

2. In addition, Contractor shall immediately disclose in writing to VVTA and or to the other procuring agencies General Manager and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

37. COVENANT AGAINST GRATUITES

A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts, or anything of greater than nominal value for any reason including personal, non-business-related reasons to any Lead Procuring Agency officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this Section.
2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any Contract it makes with its subcontractors.

B. Covenant

Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees, or their immediate families have offered or given to any Agency officer, employee or their immediate families for any reason including personal non-Business-related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

38. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind

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Contractor to the terms, covenants, and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VVTA is relying on this representation in entering into this Contract.

39. ENTIRE CONTRACT

This Contract, including any and all Exhibits, constitutes the entire Contract between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or Contracts, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

40. ELECTRONIC SIGNATURE

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

(Signatures on following page)

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ATTACHMENT C – SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year set forth above.

VICTOR VALLEY TRANSIT AUTHORITY

By: _____
Nancie Goff, VVTA CEO

APPROVED AS TO FORM

By: via email 8/8/2024
VVTA Legal Counsel

CONTRACTOR

By: _____
Name:

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ATTACHMENT D – PROTEST PROCEDURES

1. PURPOSE

- A. This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. VVTA shall ensure, to the extent reasonably possible, uniform, timely and equitable consideration of all protests received by VVTA pursuant to this policy.
- B. In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy and must be brought by an interested party as defined below.

2. DEFINITIONS

The following definitions apply to this policy.

A. Interested Party – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, or joint venturers acting independently of a joint venture.

B. Procurement Manager - The person designated by VVTA who is responsible for managing the contracting and procurement function.

C. File or Submit – Shall mean the date of receipt of a written protest by VVTA.

D. Receipt of Protest – The date of receipt of the Protest will be the date in which VVTA receives the protest package.

3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines and FTA Master Agreement (31) Section 16(w). Note: Refer to the revision in effect at the time of protest.

4. BASIS OF PROTEST

A. Requests for Proposal

After the receipt of proposals by VVTA and after an action relating to the selection of a consultant/contractor by the VVTA Evaluation Committee, but prior to the award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.
- ii. VVTA failed to follow its own procurement policies and procedures.

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ATTACHMENT D – PROTEST PROCEDURES

iii. VVTA violated a specific law, rule, or regulation in the procurement process.

B. Invitations for Bid

After the receipt of bids by VVTA, but prior to award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA failed to follow its own procurement policies and procedures.
- ii. VVTA violated a specific law, rule or regulation in the procurement process.

5. FILING OF PROTEST

A. Filing Written Protest with the VVTA Procurement Manager

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file with the Procurement Manager, a written protest covering, at a minimum, the following:

- i. Name and address of the Interested Party;
- ii. Identification of the proposed procurement or contract;
- iii. Description of the nature of the protest;
- iv. A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- v. A statement of the desired resolution to the protest by the Interested Party;
- vi. Signature of a properly authorized representative of the Interested Party.

B. Failure to Comply

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

C. Withdrawal of Protest

The Interested Party may withdraw its protest at any time before VVTA renders a decision by submitting a written request to the VVTA Procurement Manager.

6. SUMITTAL OF PROTEST

All protests must be submitted in writing to

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ATTACHMENT D – PROTEST PROCEDURES

Victor Valley Transit Authority
Attn: Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345
RE: Solicitation Protest – Solicitation/Contract Number

7. PROTEST SUBMITTAL DEADLINE

A. Requests for Proposal

After opening proposals, VVTA will evaluate the proposals and determine which proposer shall be recommended to the VVTA Board of Directors for award of a contract. Once VVTA staff has determined which proposer will be recommended to the Board for award, a Notice of Intent to Award will be sent to all proposers.

- i. Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.
- ii. The date of filing shall be the date VVTA receives the protest.

B. Invitations for Bid

- i. Protests must be filed within three (3) business days from bid opening.
- ii. The date of filing shall be the date VVTA receive the protest.

8. PROTEST REVIEW PROCESS

If the protest is determined to be timely and meets the criteria identified in the preceding sections 4, 5, and 7, this process will be followed:

- A. No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.
- B. The Procurement Manger will review all material submitted and will render a decision within thirty (30) days after the receipt of the protest.
- C. The Procurement Manager will consider only those specific issues addressed in the written protest.
- D. The decision of the Procurement Manager will then be given to the Chief Executive Officer (CEO), or designee, for approval. The decision of the CEO is final.

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1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the BID meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:
 - Proposal Pricing Form (Separate Envelope)
 - Buy America/Build America Certification (Required >\$150,000)
 - Current Client References
 - Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - Affidavit of Non-Collusion
 - Debarment, Suspension, & Other Responsibility Matters
 - List of Subcontractors and DBE's
 - Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with bid.
 - Restriction on Lobbying (Prime) One (1) form required of each prime bidder and any proposed subcontractor having greater than a \$100,000 share of the bid.
 - Deviations, Pre-Offer changes or a request for approved equals – submit this form if applicable.
5. Submit the following **Required forms at the Time of Contract Award**:
 - a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
 - i. Sales or Services; if applicable
 - ii. Business: authorized by the city wherein business is to be conducted (if applicable.)
 - iii. Driver's: within classification, required, valid, etc...
 - iv. Others: any not mentioned herein, but required by industry standard, required by law, by requirements of Contract.
 - b. **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.

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VVTA – RFP 2025-04 PRICE PROPOSAL

Proposer shall complete the following form and include same in the Price Proposal package.

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority’s RFP 2025-04 at the prices submitted in response to this solicitation.

PROPOSER COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
AUTHORIZED OFFICER: _____
COMPANY OFFICER TITLE: _____
SIGNATURE OF AUTHORIZED OFFICER: _____
CONTACT INFORMATION: _____
OFFICE PHONE NUMBER: _____
EMAIL ADDRESS: _____

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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YEAR 1: JULY 1, 2025, THROUGH JUNE 30, 2026

TASK 1: ADA ELIGIBILITY DETERMINATIONS

Application Review

_____ \$ _____ per application received

_____ \$ _____ pre application completed

TASK 2: ADA TRAINING

Authority Staff and Committees \$ _____ per session

YEAR 2: JULY 1, 2026, THROUGH JUNE 30, 2027

TASK 1: ADA ELIGIBILITY DETERMINATIONS

Application Review

_____ \$ _____ per application received

_____ \$ _____ pre application completed

TASK 2: ADA TRAINING

Authority Staff and Committees \$ _____ per session

YEAR 3: JULY 1, 2027, THROUGH JUNE 30, 2028

TASK 1: ADA ELIGIBILITY DETERMINATIONS

Application Review

_____ \$ _____ per application received

_____ \$ _____ pre application completed

TASK 2: ADA TRAINING

Authority Staff and Committees \$ _____ per session

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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Option Year One: JULY 1, 2028, THROUGH JUNE 30, 2029

TASK 1: ADA ELIGIBILITY DETERMINATIONS

Application Review

_____ \$ _____ per application received

_____ \$ _____ pre application completed

TASK 2: ADA TRAINING

Authority Staff and Committees \$ _____ per session

Option Year Two: JULY 1, 2029, THROUGH JUNE 30, 2030

TASK 1: ADA ELIGIBILITY DETERMINATIONS

Application Review

_____ \$ _____ per application received

_____ \$ _____ pre application completed

TASK 2: ADA TRAINING

Authority Staff and Committees \$ _____ per session

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references for ADA Complementary Paratransit Eligibility Certification Services over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

Agency Name	Contact Name/Phone/Email	Year
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Company Name

Printed Name Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

Notary Public (Seal)

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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**FTA CERTIFICATION REGARDING DEBARMENT,
DEBARRED PROPOSERS' CERTIFICATION
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION
For Contracts and Subcontracts in Excess of \$25,000.00**

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

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8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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ATTACHMENT E – REQUIRED FORMS**

**FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING
(For Proposals Over \$100,000)**

I. _____, hereby certify on behalf of _____ (Company Name)
that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 13 52, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

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PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUAL

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Condition, Exceptions Reservations and Understanding.” This form must also be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline”

Deviation Number: _____ Proposer: _____

Email Address: _____ Phone Number: _____

Page Number: _____ Section: _____

Detailed

Description of Requested Deviation:

Rationale

(Pros and Cons):

**RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
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ATTACHMENT E – REQUIRED FORMS**

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

RFP 2025-04 ADA COMPLEMENTARY PARATRANSIT ELIGIBILITY
CERTIFICATION SERVICES
ATTACHMENT E – REQUIRED FORMS

SUBCONTRACTOR'S LIST

(If additional space is needed, supply information on separate form)

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE: _____ FAX: _____ EMAIL: _____
AMOUNT OF SUBCONTRACT: \$ _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____
CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE: _____ FAX: _____ EMAIL: _____
AMOUNT OF SUBCONTRACT: \$ _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____
CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE: _____ FAX: _____
EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____
CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification