

**ADDENDUM ONE TO THE REQUEST FOR PROPOSALS (RFP)**  
**RFP NO.: AAS-STRIDE-1316**  
**FOR THE PROVISION OF SPECIALIZED TRANSPORTATION RESOURCES AND**  
**INFORMATION FOR THE DISABLED AND ELDERLY (STRIDE)**  
**POSTED MAY 2, 2013**

The purpose of this Addendum is to: 1) Delete or revise RFP Paragraphs, Subparagraphs, and accompanying appendix addressing the Local Small Business Enterprise Preference Program; 2) add additional federally required contract provisions to Appendix A (Sample Contract) to which STRIDE Contractors will be obligated; and 3) address questions provided in response to RFP No. AAS-STRIDE-1316 and the STRIDE Proposers' Conference held on April 26, 2013.

The following Paragraphs, Subparagraphs and Appendix of the RFP will be revised as follows:

1. Delete in its entirety Subparagraphs 1.31.1 and 1.31.2.
2. Delete in its entirety Paragraph 1.33 Local Small Business Enterprise Preference Program in addition to Subparagraphs 1.33.1, 1.33.2, and 1.33.3.
3. Delete in its entirety Paragraph 1.34 Local Small Business Enterprise (SBE) Prompt Payment Program.
4. The following section of Paragraph 3.5 will be revised as follows:
  - a. "The maximum number of possible points will be awarded to the lowest cost proposal. However, should one or more of Proposers request and be granted the ~~Local SBE Preference and/or~~ Transitional Job Opportunities Preference, the cost component points will be determined as follows:
5. The following section of Paragraph 3.5 will be deleted in its entirety:
  - a. **Local SBE Preference:** 8% of the lowest cost proposed will be calculated, which shall not exceed fifty thousand dollars (\$50,000), and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.
6. Delete in its entirety Appendix D, Exhibit 7 Local SBE Preference Program Consideration and CBE Firm/Organizational Information.

The following federally required contract provisions will be added to Appendix A (Sample Contract) to which STRIDE Contractors will be obligated.

9.17 Additional Federally Required Provisions.

9.17.1 No Obligation by the Federal Government.

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

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

9.17.2 Program Fraud and False or Fraudulent Statements or Related Acts.

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

9.17.2.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a program that is financed in whole or in part with Federal assistance

originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

9.17.3 Access to Records: The following access to records requirements apply to this Contract:

9.17.3.1 Where the County is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

9.17.3.2 Where the entity is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the County, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- 9.17.3.3 Where the County enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA contractor or a subcontractor of the FTA contractor in accordance with 49 CFR 19.48, Contractor agrees to provide the County, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 9.17.3.4 Where any entity which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive solicitation, the Contractor shall make available records related to the Contract to the County, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 9.17.3.5 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 9.17.3.6 The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than five years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 9.17.3.7 FTA does not require the inclusion of these requirements in subcontracts.
- 9.17.4 Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be

amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

9.17.5 Civil Rights: The following requirements apply to the underlying Contract:

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

9.17.5.2 Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying Contract:

9.17.5.2.1 Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Program. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

9.17.5.2.2 Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

#### 9.17.6 Disadvantaged Business Enterprises

9.17.6.1 This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0 %. A separate Contract goal has not been established for this procurement.

9.17.6.2 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this Paragraph (see 49 CFR 26.13(b)).

9.17.6.2.1 The successful proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

9.17.6.3 The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the County. In addition, the Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed. Contractor is also required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by the County and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

9.17.6.4 The Contractor must promptly notify County, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of County.

9.17.7 Incorporation of Federal Transit Administration Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set

forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

#### 9.17.8 Termination

9.17.8.1 Termination for Convenience: The County may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

9.17.8.2 Termination for Default (Breach or Cause): If the Contractor does not deliver Services in accordance with the Contract delivery schedule, or, if the Contract is for Services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for Services performed in accordance with the manner of performance set forth in the Contract.

9.17.8.3 Opportunity to Cure: The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five working days (or such longer period as County may authorize in writing) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

9.17.8.4 Waiver of Remedies for any Breach: In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this



Contract, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

9.17.9 Suspension and Debarment

9.17.9.1 This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

9.17.9.2 The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

9.17.9.3 By signing and submitting its proposal, the Contractor certifies as follows:

9.17.9.3.1 The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

- 9.17.10.1 Performance During Dispute: Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 9.17.10.2 Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agents or others for whose acts he/she is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- 9.17.10.3 Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.
- 9.17.10.4 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9.17.11 Lobbying:

- 9.17.11.1 Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 USC § 1601, et seq.): Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the Contractor.

9.17.12 Clean Air: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

9.17.13 Clean Water: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

9.17.14 Contract Work Hours and Safety Standards

9.17.14.1 Overtime Requirements: No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

9.17.14.2 Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in Paragraph 9.17.14.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 9.17.14.1 of

this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Paragraph 9.17.14.1 of this section.

9.17.14.3 Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 9.17.14.2 of this section.

9.17.14.4 Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 9.17.14.1 through 9.17.14.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 9.17.14.1 through 9.17.14.4 of this section.

9.17.15 Charter Service Operations: The Contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

9.17.16 School Bus Operations: Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators

unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC. 1601, *et seq*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

In addition, this Addendum also addresses questions provided in response to RFP No. AAS-STRIDE-1316 and the STRIDE Proposers' Conference held on April 26, 2013.

Question #1: Do you expect that the top scorer in each Supervisorial District will receive the entirety of their request up the maximum amount available? Or do you expect to split the available funding amount to a number of applicants that meet a certain threshold? Essentially, we want to know if the competition in SD 3 (where there is only \$46,000) will likely be for one award (assuming the top scoring requests for the full amount available).

Answer #1: There are no restrictions on where proposers may apply nor are there a set number of contractors the County will fund in each Supervisorial District. The funding allocation plan is to ensure coverage in all areas of the County and funding will depend highly on the number of proposals received. The Los Angeles County Board of Supervisors is the ultimate decision making body and all contract awards will be in the best interests of the County.

Question #2: Are there current recipients of these funds? If so, can we know who they are?

Answer #2: This is a pilot program for Community and Senior Services and no prior contractors have been awarded for this program.

Question #3: Is the payment based on a per trip rate or by the hour?

Answer #3: Payment will be based on an hourly rate and performance will be based on the number of one way trips.

Question #4: How many days' notice will be given to agencies?

Answer #4: Twenty-four (24) hour notice.

Question #5: When a referral is made to an agency, will the agency be told what type of escort service will be required (door-to-door or door-through-door)?

Answer #5: Yes.

Question #6: Are trips limited to just doctor appointments or can we take clients to the store?

Answer #6: The trips can be for anything including socialization. The program's purpose is to encourage independence and aging in place.

Question #7: Do you know what the time frames are going to be?

Answer #7: The unit rate is by hour so if your driver is providing companionship services at a doctor's appointment and the client is there for three hours then your agency can bill for three hours.

Question #8: Since CSS will be responsible for referring clients to agencies and we are required to estimate the number of hours and one way trips, how do we estimate our number of one way trips?

Answer #8: It all depends on your capacity to provide services such as the number of vehicles you have in your fleet, drivers, and total funding your agency is requesting. If you know your hourly rate, estimated average number of hours per trip, and total funding you can calculate the estimated number of one way trips.

Question #9: You specify no more than five passengers in a vehicle, is there a vehicle size limitation?

Answer #9: There is no vehicle size limitation however vehicles shall be appropriate for the type of service you plan to provide. For example, if the client is wheelchair bound, it is our expectation your vehicles will accommodate a wheelchair. Vehicles requiring a Commercial Driver's license must request permission from the County before using the vehicle for STRIDE services.

Question #10: If multiple clients request transportation to the same location are we required to provide individual transportation services for each client or can we transport a group clients in the same vehicle?

Answer #10: If by chance you receive several referrals from clients going to the same location and the clients are willing to travel in the same vehicle with multiple clients and wait - then yes.

Question #11: What are the work week and hour expectations?

Answer #11: The minimum is M-F, eight hours per day. Proposers are not required to provide services during County recognized holidays. But if agencies can provide services during extended hours, weekends, and holidays please state that in your proposal.

Question #12: Does the driver need to stay with the client during the entire trip or can the driver drop the client off and conduct other business?

Answer #12: If the purpose of the trip is just transportation to the grocery store then yes. But if the Client requests assistance with shopping and



unpacking groceries at the client's home then the driver will be required to accompany the client during the entire trip. The County will make the determination at the point of referral.

Question #13: Can we use volunteer escort drivers?

Answer #13: Yes.

Question #14: As a volunteer escort driver, does the driver need to meet the requirement of one year paid driver experience?

Answer #14: Yes, volunteer escort drivers must meet the same requirements as paid staff.

Question #15: What about volunteers who are not drivers but provide companionship services?

Answer #15: If the volunteer is a companion and not a driver then no, they do not need to meet the one year paid driving experience. However, a background check is required of all volunteers and staff.

Question #16: If we are already funded under New Freedom can we apply for these funds?

Answer #16: Yes. But New Freedom funds cannot be used as a match for STRIDE.

Question #17: Should we apply for funding through our office which is located in the district we plan to serve?

Answer #17: You can apply from anywhere however the expectation is prior to contract execution your agency will have an office location in Los Angeles County.

Question #18: If my starting point is in Los Angeles County do I need to transport the client over the County line such as Orange County?

Answer #18: Yes. However, this would be an exception rather than the norm. In general the trip will both originate and end in Los Angeles County. We recognize that in some instances, a client may live on the border of two different counties and the nearest hospital may be located in the other county.

Question #19: Is the match requirement cash only?

Answer #19: You can also use in-kind contributions to meet the match requirement as long as the cost is a direct charge to the program.

Question #20: How will you assess the cash reserve?

Answer #20: From your Single Audit.

Question #21: We do not currently have our California Public Utilities Commission (CPUC) permit. We are in the process of renewing our permit – can we include our payment as proof of renewal?

Question #21: You must, by submission, be licensed or have a permit with the CPUC. Part of the minimum requirements is that you are registered. Those not currently registered with the CPUC will not pass the minimum requirements review.

Question #22: For clients that are a "no show" is there a form we need to use?

Answer #22: CSS will provide you all the forms that are required at the time of contract execution.

Question #23: Will all clients be referred through CSS?

Answer #23: Yes, for purposes of the pilot program, clients will need to pass through our Area Agency on Aging (AAA) and/or Adult Protective Services (APS) programs. If we discover the demand for STRIDE services within our AAA and APS is lower than expected or to the extent additional funds are available, we may change our expectation for clients to first pass through existing programs.

Question #24: If the patient has a medical condition will we be informed?

Answer #24: Yes.

Question #25: Is there a minimum number of one way trips we are expected to achieve?

Answer #25: No. As this is the first time an escort driver transportation service is being offered by Los Angeles County, we do not have any data on which to base performance goals. For purposes of the pilot, we are only required to report the number of one way trips completed.

Question #26: What happens if we receive no referrals? We will still incur costs but have no funding.

Answer #26: This is a performance based, fee for service contract. If you do not provide the services, you will not be reimbursed for your operating expenses. However based on the data we currently have on file for our AAA programs we have a good estimate of the number of potentially eligible clients in need of transportation services.

Question #27: Can we get the estimated distribution of potentially eligible AAA client data by Supervisorial District?

Answer #27: Potential Eligible Client Count

District	Clients	%
1	1,298	20%
2	1,084	17%
3	384	6%
4	1,252	19%
5	2,505	38%
TOTAL	6,523	100%

Question #28: When you refer clients to us it can be for more than one client and in different areas? How will the referrals be handled?

Answer #28: The County's Mobility Manager will handle specific Supervisorial Districts. The Mobility Manager will discuss transportation needs and options directly with the client or caregiver and then coordinate access to services with the appropriate provider or contractor.

Question #29: Do you have an existing client list? Can we refer clients who need services but are not in our area?

Answer #29: Refer all clients to our Aging & Adult Services Information and Referral (I&R) hotline (800) 510-2020 and our I&R agents will assess and refer the client to the appropriate resources, which may include services other than transportation (i.e. home-delivered meals, etc.).