



**City Project No. 16-26**

**Request for Proposals (RFP):**

**Transit Operations and Management Services**

The City of Turlock, providing transit services under Turlock Transit, is seeking proposals from qualified contractors for transit operations and management services for the City's fixed-route and demand-response bus services. Interested applicants are encouraged to read the requirements as listed in this RFP and submit a proposal prior to the deadline.

**Site Inspection / Pre-proposal Conference**

- A site inspection will be held to provide proposers an opportunity to inspect the transit operations building and bus fleet on Tuesday, June 6, 2017, at 10:00 a.m. (701 S. Walnut Rd., Turlock, CA 95380). Buses in active service can be observed anytime at the start/end of each service run at the Turlock Regional Transit Center (1418 N. Golden State Blvd., Turlock, CA 95380).
- A pre-proposal conference will be held Tuesday, June 6, 2017 at 1:30 p.m. (Turlock City Hall, Engineering Division, 156 S. Broadway, Suite 150, Turlock, CA 95380).

**All proposals must be received no later than Friday, July 21, 2017 @ 4:00 p.m.**

**Questions, comments or concerns related to this procurement can be directed to:**

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# 1 Instructions to Proposers

## 1.1 INTRODUCTION

This Request for Proposals (RFP) is issued by the City of Turlock to select, through a competitive process, a firm to operate and maintain transit services in the Central Valley of Northern California, with primary operations out of the Turlock Regional Transit Center and fleet vehicle fueling and storage at the City of Turlock's Corporation Yard.

## 1.2 DEFINITIONS

(1) Agreement. – The term “Agreement” this Agreement between City of Turlock and the Contractor for the operation of the Turlock Transit services described in this Agreement and the Attachments hereto.

(2) Approval. – The term “Approval” means a written determination by City of Turlock that a particular plan, program, invoice, action, or submittal of the Contractor appears to meet the requirements of this Agreement or the other Contract Documents. “Approval” shall not operate to shift any risk to City of Turlock or relieve the Contractor of any obligations under this Agreement.

(3) Bid. The term “Bid” includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).

(4) Commencement Date. – The term “Commencement Date” means the date the Contractor assumes responsibility for the operation of Revenue Service under this Agreement, currently scheduled for December 1, 2017.

(5) Contract. - The term “Contract” means that document to be entered into between City of Turlock and the successful bidder and offeror.

(6) Contract Term – The term “Contract Term” means the base contract term and the option period (if exercised by City of Turlock).

(7) Contractor. – The term “Contractor” means **[name of Contractor]**, the corporation entering into this Agreement with City of Turlock to provide the Scope of Work described herein.

(8) Days. – The term “Days” means business days recognized by City of Turlock.

(9) Deadhead. – The term “Deadhead Miles” or “Deadhead Time” is the distance or time involved in driving a bus between the City's Corporation Yard and the Turlock Regional Transit Center or point of beginning or ending of the bus route over which that bus operates for fixed route service, including any fueling time. “Deadhead” for demand-response service

is the distance or time between the Corporation Yard gate and the first pick-up or last drop off location, including any fueling time.

(10) Equipment. – The term “Equipment” means the equipment, fareboxes and other fare collection equipment, computers, cameras, communications equipment, and other equipment and systems used by the Contractor to provide services under this Agreement, and includes both equipment supplied by City of Turlock and equipment provided by the Contractor.

(11) Event of Default. – The term “Event of Default” means an action or omission of the Contractor that may give rise to a Termination for Default under Section 40 hereof.

(12) Federal Transit Administration (FTA). – The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

(13) Fixed Monthly Fee. – The term “Fixed Monthly Fee” means the amount to be paid by City of Turlock to the Contractor each month, set forth in Attachment G-2, as compensation for the Contractor’s fixed costs.

(14) City of Turlock. – The term “City of Turlock” means City of Turlock, a local transportation provider created pursuant to California State law with its principal place of business in Turlock, California.

(15) Interested Party. The term “Interested Party” means any person: who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

(16) Key Personnel. – The term “Key Personnel” means the Contractor’s General Manager and Operations Manager.

(17) Turlock Transit– The fixed-route and demand-response public transit system operated by the City of Turlock.

(18) Missed Trip. – The term “Missed Trip” means a scheduled trip where Revenue Mile(s) are not provided.

(19) Party or Parties. – The term “Party” or “Parties” means City of Turlock and the Contractor.

(20) Non-Revenue Vehicle. – The term “Non-Revenue Vehicle” means a vehicle that is used to support transit services but is not used in Revenue Service. The term includes the Non-Revenue Vehicles provided by the Contractor.

(21) Rate per Revenue Hour. – The term “Rate per Revenue Hour” means the amount per hour to be paid by City of Turlock to Contractor each month, set forth in Attachment G-2, as compensation for that portion of the Contractor’s cost of operating services under this Agreement (other than its fixed costs) that is dependent on the hours of service operated.

(22) RFP. – The Term “RFP” means Request for Proposal.

(23) Recovery Time. – The term “Recovery Time” means the time between the end of one trip and the scheduled start time of the next trip intended to mitigate schedule adherence issues that could result in service delays.

(24) Revenue Hour. – The term “Revenue Hour” means the time in hours that a Revenue Vehicle is in Revenue Service, excluding Deadhead Time. The term includes the City of Turlock allowable levels of Recovery Time but does not include Deadhead Time.

(25) Revenue Mile. – The term “Revenue Mile” means the distance in miles that a Revenue Vehicle is in Revenue Service, excluding Deadhead Miles.

(26) Revenue Service. – The term “Revenue Service” means the operation of a Revenue Vehicle in transit services available to carry fare paying passengers.

(27) Revenue Vehicle. – The term “Revenue Vehicle” means any Vehicle that is owned or leased by City of Turlock and used by the Contractor to provide fixed route and demand-response services under this Agreement.

(28) Rover. – A bus that, during the time that it is scheduled to be in service, is positioned with a driver at the Turlock Regional Transit Center (TRTC), ready to be inserted into a route immediately. The Rover bus is utilized at the Contractors discretion consistent with guidelines established by the Transit Manager.

(29) Service Change. -- The term “Service Change” means a change to the scope of services provided by the Contractor under this Agreement.

(30) Solicitation. The term “Solicitation“ means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

(31) Transit Manager. – The term “Transit Manager” means the City of Turlock Transportation Engineering Supervisor or designee.

(32) Trip. – The term “Trip” means a one-way movement of a Revenue Vehicle in service from one terminus to another terminus of a single route.

(33) Tripper. – A bus operated by Contractor on a recurring basis for fixed route service as directed by City of Turlock for which payment is made to Contractor for all revenue hours.

(34) TRTC. – The term TRTC shall mean the Turlock Regional Transit Center located at 1418 N. Golden State Blvd., Turlock, CA 95380.

(35) Vehicle. – The term “Vehicle” Includes the Revenue Vehicles and Non-revenue Vehicles used by the Contractor in providing services under this Agreement.

(36) Work. – The term “Work” means all the services and responsibilities to be performed by the Contractor under this Agreement, as specified, stated, or implied in this Agreement. The term “Scope of Services” may be used interchangeably with “Work”.

### **1.3 OVERVIEW OF SCOPE OF SERVICES**

**A. General**- The Proposer selected in this procurement will be responsible for the operation of local fixed route and demand-response (Dial-A-Ride) transit services for the City of Turlock for a fixed contract term in accordance with the terms of this RFP and the Draft Operations Agreement in Part IV. Relevant information relating to the Scope of Services to be provided under this RFP is more specifically described in the following:

- (1) The current route schedules are set forth in [Appendix A](#).
- (2) The system map is set forth in [Appendix B](#).
- (3) The Vehicle Listing is set forth in [Appendix C](#).
- (4) The Facility information is set forth in [Appendix D](#).

**B. Contract Requirements** – The Proposer selected in this procurement will be required to comply with the terms and conditions of the Agreement, all applicable State, local, and Federal laws and regulations, and the following City of Turlock Transit policies: and the City of Turlock Transit Staffing Minimum Requirements set forth in [Appendix E](#).

**C. Contract Term** - The Contract Term for the services to be provided under this RFP will commence on December 1, 2017 (the Commencement Date), and will consist of a forty-three (43) month base term with two (2) two-year options. The first Contract Year will begin December 1, 2017 and end on June 30, 2018, and each subsequent Contract Year will begin on July 1 and end on June 30 of the following year.

**D. Compensation Method** – The selected Contractor will be compensated on the basis of a Fixed Monthly Fee and a Rate per Revenue Hour. Special Bus Services and Additional Services will be compensated at the rate specified in the Agreement.

### **1.4 CURRENT SERVICE OVERVIEW**

The City of Turlock operates under the name Turlock Transit and provides both general public fixed route bus services as well as demand-response bus services primarily for

seniors and passengers with disabilities. Buses start and end each service day at the City's Corporation Yard, where they are stored during non-revenue hours. Revenue service for fixed route vehicles begin and end at the Turlock Regional Transit Center, where Route 1-6 start and end. Headways on four of the six routes are 30-35 minutes throughout the day, while headways on two of the six routes are 60-70 minutes throughout the day. Weekday hours of operation are 6:00 a.m. to 9:00 p.m., while Saturday hours of operations are 9:00 a.m. to 7:00 p.m. There is no Sunday service.

The transit service area is approximately 12 square miles and covers the major points of interest within the community. Fixed route service is provided only to the city of Turlock, though demand-response services extended to the nearby community of Denair. The regular fixed route fare is \$1.50, while the standard dial-a-ride fare is \$2.50. Transit operations and management services are currently contracted with First Transit, Inc.

Transfers are allowed between all routes at any point throughout the system at no cost, effective July 2016. Transfers to Stanislaus Regional Transit (StaRT) are also provided at no cost. All transit providers in the region use Genfare electronic fare systems.

In Fiscal Year 2015/16, Turlock Transit transported 9,828 passengers with the dial-a-ride service and 111,040 on the fixed route service. Funding for transit operations and capital expenses come primarily from FTA Section 5307 funds, with supplemental funding from Proposition 1B, Local Transportation Funds (LTF), passenger fares, Measure L sales tax monies, a funding agreement with the students at Stanislaus State and other state/federal grant programs.

The current adopted fare structure was approved in the summer of 2016:

**FIXED ROUTE FARE RATES:**

0 to 5 years old (limit of two per adult) .....	FREE
Transfers .....	FREE
Single Trip – Regular (Ages 6-64) .....	\$ 1.50
Single Trip – Discount (Ages 65+ / Disabled / Medicare) .....	\$ 0.75
All-Day Pass – Regular (Ages 6-64) .....	\$ 3.50
All-Day Pass – Discount (Ages 65+ / Disabled / Medicare) .....	\$ 1.75
31-Day Pass – Regular (Ages 6-64).....	\$ 50.00
31-Day Pass – Discount (Ages 65+ / Disabled / Medicare).....	\$ 25.00
31-Day Pass – Student (Grades K-12) .....	\$ 40.00
Student Field Trip (Elem. & Jr. High only –must be pre-arranged) .....	\$ 0.50

**DIAL-A-RIDE (DAR) FARE RATES:**

0 to 5 years old (limit two per adult).....	FREE
Inside City limits (all users).....	\$ 2.50
Outside City limits (origin or destination) .....	\$ 3.50
Elementary student (only for traveling to/from school) .....	\$ 3.00

**PUBLIC SERVICES TRANSIT PASS PROGRAM**

Turlock Transit, through the City of Turlock’s Housing Program Services, will provide a fixed number of transit passes on a regular, reoccurring basis to qualifying organizations that serve low-income or economically disadvantaged persons within the Turlock area. Agencies or organizations interested in participating in this program may contact the City’s Housing Program Services to express their interest. Participation in the program is not guaranteed and is subject to pass availability. The City reserves the right to modify or suspend this program at any time.

The City is currently operating in the first full year of the adopted Short Range Transit Plan prepared by Nelson\Nygaard Consulting Associates. This document is available for review upon request.

## **1.5 SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES, AND ALLOCATION OF RESPONSIBILITIES**

(a) Summary of Scope. – The Contractor shall operate local fixed route transit services for City of Turlock on the routes set forth in [Appendix A](#), in accordance with this Agreement and the other Agreement Documents. The system map, which includes the routes to be operated, is set forth in [Appendix B](#). The Revenue Vehicles allocated to these services are listed in [Appendix C](#).

(b) Contractor Performance Requirements. – The Contractor shall be required, at all times during the term of this Agreement, to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Contractor’s obligations under this Agreement; to furnish all labor, supervision, and supplies necessary therefore (other than Equipment supplied by City of Turlock as [Appendix F](#)), as required under this Agreement; and to comply with all terms and conditions of this Agreement and the other Agreement Documents. The Contractor shall be responsible for the operation of all Revenue and Non-Revenue Vehicles, plus spare vehicles, and for all other labor, insurance and supplies required to operate services under this Agreement, other than marketing. The Contractor shall conduct all work in the Contractor’s own name and as an independent contractor and not in the name of, or as an agent for, City of Turlock.

(c) Contractor Representations and Warranties. – The Contractor represents and warrants as follows:

(1) The Contractor has, and shall maintain throughout the Agreement Term, all licenses and permits necessary to perform the Work in accordance with this Agreement.

(2) The Contractor will provide personnel for the performance of the Work who possess all professional skills and capability necessary for the performance of the Work.

(3) The Contractor will perform the services under this Agreement in accordance with all requirements set forth herein.

(4) The Contractor has reviewed the Scope of Services for the Work and warrants that such services can be performed for the compensation provided to the Contractor under this Agreement, without any increase in such compensation during the Agreement Term, and agrees not to seek any such increase except as may be expressly authorized by this Agreement.

(5) The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, and will comply with all such requirements and conditions throughout the Agreement Term without any increase in compensation.

(6) There are no changes in ownership or control of the Contractor and none are pending or in process.

(7) There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under this Agreement.

(d) Contractor Duties.

(1) The Contractor shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under this Agreement, which include, but are not limited to, the following: providing operators, and all other project personnel; training personnel as necessary; developing administrative procedures and financial records; and developing methods to improve effectiveness and maximize service efficiency.

(2) In operating services under this Agreement, emphasis will be placed on maintaining courtesy to passengers, adequate training, and policies designed to minimize employee turnover and maximize on-time performance.

(3) In operating services under this Agreement, the Contractor shall comply with the City of Turlock Uniform Policy found in [Section 1.7](#) and with all of the Contractor's plans and programs as approved by City of Turlock.

(e) City of Turlock Duties. – City of Turlock shall be responsible for carrying out its obligations under this Agreement, which include: providing and maintaining Revenue Vehicles accordance with this Agreement; providing the Smart Bus system, maintaining bus stop signs, benches and shelters; providing fare media including, but not limited to, transfer forms and bus passes; providing planning and marketing services, and paying fuel costs for Revenue Vehicles used in providing services under this Agreement.

## **1.6 TRANSITION AND START-UP**

(a) Timing. – The Contractor shall commence its Transition and Startup activities immediately upon receipt of the Notice to Proceed (NTP) and shall complete all those activities by November 30, 2017, at which time the Contractor shall assume full responsibility for Revenue Service under this Agreement on December 1, 2017.

(b) Contractor Duty. – The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, as approved by the City of Turlock, which will assure that it is capable of assuming responsibility for all required operations by the Commencement Date. The Transition and Start-up Plan, as approved by the City of Turlock, shall be binding on the Contractor.

(c) Vehicles and Facilities. – City of Turlock will provide the Contractor at least one Revenue Vehicle of each type to be used by the Contractor in the provision of service under this Contract, for purposes of training employees during the transition and start-up period. The Contractor shall be responsible for securing an offsite location for training, interviewing prospective employees, and related transition and start-up activities. The use of vehicles shall in no way affect scheduled service and is at the discretion of the Transit Manager.

(d) Training. – The Contractor shall assure that all existing Vehicle operators who remain in service under this Agreement have at least ten (10) hours of annual training, which shall include refresher courses on safety, defensive driving, customer service, and fare policy. Such refresher training shall be scheduled to accommodate the work schedule of the existing employees. Training of employees who have had an accident within the last twelve (12) months shall be completed no later than thirty (30) calendar days after the Commencement Date. All other employees shall be trained in accordance with the Contractor's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by the Contractor, within 90 calendar days after the commencement of Revenue Service.

(e) Initial Vehicle and Equipment Inspection.

(1) During the transition and start-up period, the Contractor shall participate with City of Turlock in an acceptance inspection, in accordance with this subsection, City of Turlock-provided Equipment (including Revenue Vehicles) for purposes of establishing the overall condition of the Equipment as of the time the Contractor commences work under this Agreement.

(2) The Contractor shall designate an individual, with decision making authority, to be the Contractor's representative in the Vehicle and Equipment inspection under this subsection and the Facility inspection under subsection (f) hereof.

(3) The purpose of the inspection under this subsection is to establish the condition of the Revenue Vehicle fleet. The cost of all repairs to the Vehicles and Equipment determined to be necessary shall be the responsibility of City of Turlock (either directly or through reimbursement from the prior contractor).

(4) Prior to the termination of this Agreement, the Revenue Vehicles and Equipment used by the Contractor at that time shall be subject to the turnover audit and inspection.

(f) Facility Inspection.

(1) During the transition and start-up period, the Contractor shall participate with City of Turlock in an inspection, in accordance with this subsection, of the Facility to be

used by the Contractor in providing services under this Contract, including the City of Turlock owned office furniture at the Facility.

(2) The purpose of the inspection under this subsection is to establish the condition of the Facility, as of the inspection date, and to determine the specific repairs that need to be performed in order to assure that the Facility is in a safe condition, and in good repair, normal wear and tear excluded. The inspection shall consist of a walk-through or visit to the Facility by the Contractor and City of Turlock. On the basis of this review, the Parties will develop and agree upon a “punch list” of the items that need to be repaired.

(3) The cost of all Facility repairs determined to be necessary under paragraph (2) shall be the responsibility of City of Turlock.

(4) Prior to the termination of the Agreement, the Leased Facilities used by the Contractor shall be subject to the turnover audit and inspection.

(g) Review of Contractor Plans. – During the transition and start-up period, City of Turlock shall review each of the Contractor’s plans and programs submitted under the requirements of this RFP hereof and shall either (1) Approve such plan or program as submitted; or (2) require the Contractor to make reasonable revisions to such plan or program, in which event the Contractor shall promptly make such revisions (after any necessary discussions with City of Turlock) and resubmit the plan or program involved to City of Turlock for its Approval. After Approval under this subsection, a plan or program shall be binding on the Contractor and may not be modified without prior written Approval by City of Turlock.

(h) Agreement Transition – Contractor shall cooperate in any transition from itself to any succeeding contractor. Prior to the expiration of this Agreement, Contractor shall allow the succeeding contractor to enter the City-owned premises to review these spaces to determine needs for and placement of its furniture and equipment. Contractor shall share information with its successor to the extent considered reasonable by the Transit Manager. Said information may include but not necessarily be limited to, driver training records, driver “paddles”, and documentation of hours worked by drivers. City may withhold all or a portion of final payment to Contractor if City determines Contractor has not been cooperative.

## **1.7 STAFFING AND PERSONNEL REQUIREMENTS**

(a) Uniforms and Appearance. – The Contractor shall assure that its employees comply with the City of Turlock Uniform Policy set forth in this paragraph. Employees shall be in uniform acceptable to City of Turlock, and shall wear tags clearly displaying their names while performing their duties. Upon notice from City of Turlock concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the

Contractor shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees are traveling to and from the workplace.

(1) Black slacks or shorts. Pants must be clean, pressed and with no visible wear areas.

(2) Solid collared shirt. Shirts must be of one solid Turlock Transit color, clean, pressed and with no visible wear areas with a single Turlock Transit logo/patch approved by the City of Turlock. Shirts can be long or short sleeved and tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their pants as long as their shirts are tailored with a square cut bottom.

(3) Black shoes and black or navy socks. All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined.

(4) Black belt. All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.

(5) Name Badge. Name badge should be displayed and visible at all times on the right side of the outer most garment.

(6) Hair. Operators' hair must be clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however hair clips must be conservative in size and professional in style. Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the operator, such as spikes, Mohawks, or blue, pink, green, etc.

(7) Mustaches, Beard and Sideburns. Operators' moustache, beard and sideburns must be neatly trimmed and well groomed at all times.

(8) Fingernails. Fingernails must be neatly trimmed and conservative in style and must not impact the operator's ability to operate the bus safely and perform other tasks as required.

(9) Jewelry. Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Ear "plugs" are not permitted. Facial jewelry is strictly prohibited.

(10) Hats. Hats are optional but only City of Turlock approved hats and visors will be permitted.

(11) Undergarments. Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. No lettering or graphics visible through the uniform shirt

material are allowed. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.

(12) Sweaters / Jackets. Operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be one solid Turlock Transit color with a single Turlock Transit logo/patch approved by the City of Turlock.

(b) DMV and Background Checks.

(1) The Contractor shall conduct pre-employment DMV checks of all prospective employees, whose jobs require them to operate any vehicles, including all independent contractor or subcontractor employees hired for the services. In addition, the Contractor shall check DMV records at least every 6 months for accidents, vehicle code violations, and valid driver's licenses for all employees who jobs require them to operate any vehicles.

(2) The Contractor shall also conduct pre-employment criminal background checks on all prospective employees and shall not knowingly employ any individual with a felony conviction or other offense that would affect an individual's duties for work or services under this Agreement.

(c) Specific Qualifications for Operators and Supervisors.

(1) The Contractor shall assure that all operators and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation of the Vehicles and the operation of all Equipment and systems used in the performance of the Work, including fareboxes, destination signs, surveillance equipment and Smart Bus System (SBS) equipment. The Contractor shall also assure that all bus operators and trainers are fully and adequately trained.

(2) The Contractor shall require each Vehicle operator to have and maintain all required California driver's licenses, medical certificates, and other California Department of Motor Vehicles (DMV) required driver qualifications.

(3) The Contractor shall require all personnel who operate a Vehicle to adhere to the licensing requirements of the vehicle and the Contractor's operators training requirements.

(4) The Contractor shall require each operator and supervisor to have an accurate timepiece available and in clear sight at all times during the operation of any Revenue Vehicle or other performance of their duties, provided that the controlling time for all operations and services under this Agreement shall be that shown on the SBS, once fully deployed and available.

(5) The Contractor shall require each operator to have a driver's license and medical card in his or her possession at all times during the operation of a Revenue Vehicle or other performance of his or her duties. The Contractor shall randomly check operators to assure full compliance with this requirement.

(6) The Contractor shall assure that all employees with responsibilities for the implementation of the SBS are fully and adequately trained to carry out those responsibilities.

(7) The hourly rate of compensation for supervisors and dispatchers shall be greater than the compensation for any bus operator by a minimum of \$1.00 per hour.

## **1.8 OPERATIONS STANDARDS AND PERFORMANCE REQUIREMENTS**

(a) Contractor Responsibility. – The Contractor shall be responsible for project management according to the operations standards and performance requirements set forth in this Section, the other provisions of this Agreement, and the other Agreement Documents. City of Turlock may, after consultation with the Contractor, establish additional standards and procedures that are appropriate and reasonable for operation of service.

(b) Operating Performance Standards. – The Contractor shall adhere to the following operating performance standards:

(1) Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.

(2) Service shall be provided as scheduled or according to any adjusted schedule established by City of Turlock, including route modifications required as a result of a declared emergency.

(3) The Contractor shall strive to maintain on-time performance in accordance with published schedules.

(c) Personnel Performance Standards. – The Contractor shall adhere to the following personnel performance standards:

(1) Regularly assigned operators or a trained back-up must be available daily to ensure consistent and reliable service under this Agreement.

(2) All Contractor personnel are responsible for knowledge of the service. Contractor personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations including sensitivity training. Contractor personnel must also promptly report all passenger complaints and/or operation problems to

the General Manager or his or her designee. All passenger complaints must be addressed and reported to City of Turlock.

(3) Operators must accurately and completely submit the required operating reports each day.

(4) While in uniform, operators must be in conformance with City of Turlock uniform regulations, whether on-duty or off-duty.

(d) Adherence to Schedule.

(1) The Contractor shall adhere to the system schedule as established by City of Turlock, and shall assume responsibility for on-time performance on each route. City of Turlock is planning to implement a SBS system to monitor schedule adherence. The Contractor's route-by-route schedule adherence/on-time performance will be evaluated utilizing data from SBS, once active. City of Turlock will review service on each route by departures at the first and subsequent timepoints up to the last timepoint. On-time performance at the last timepoint will be evaluated by arrival time. Early arrivals at the last timepoint will not be assessed liquidated damages.

(2) On-time is defined as 0 minutes early and up to 5 minutes late.

(3) Routes on which there are major construction projects (as determined by City of Turlock) that go into effect between Service Changes and that cause more than a 5 minute delay will be exempted from the assessment of liquidated damages. Construction delays will be validated using SBS, or other electronic means, as well as on-street evaluation or observation. As soon as practical or the next Service Change, City of Turlock and Contractor will work together to modify the schedule to make adjustments to running time at the impacted portion of the route to mitigate delays. Once those Service Changes are in effect, the route will then continue to be considered in the on-time performance evaluation and delays may be subject to applicable liquidated damages.

(4) The Contractor shall be responsible for ensuring that only minimal mid-trip relief (i.e., in-service change in Vehicle operators) occurs on any Trip operated by the Contractor under this Agreement.

(e) Detours. – For significant detours impacting service, once notified by the City of Turlock, Contractor will develop plans for detours and coverage and get Transit Manager's approval of route modifications and stops to be affected. The City of Turlock assumes responsibility for signage of detours and stop closures once a plan has been developed. The Contractor, at the Transit Manager's request or when immediately necessary for operations, shall assume responsibility for posting detour signage and keep City of Turlock apprised of all such postings.

(f) Disability Services – Contractor shall provide personnel as directed by the City of Turlock to train disabled persons in the use of Turlock Transit. Contractor shall provide a minimum of forty (40) hours during each twelve (12) month period beginning on the effective date of the Agreement for said training. These hours are not considered Special Bus Services or Additional Services, but are included as the responsibilities of customer service and will not incur additional fees.

(g) Contractor shall implement a “secret rider” program whereby drivers are routinely and discreetly monitored by individuals unknown to the driver. A minimum of 10 “secret rider” trips are required each month. Contractor shall report monthly the number of trips that “secret riders” were on-board Turlock Transit buses during the previous month. Contractor shall provide the City of Turlock with summary of “secret rider” observations in a manner and format authorized by the City of Turlock.

(h) Contractor shall ensure that all operators possess, or within ninety (90) days of hire have the ability to obtain, a General Public Paratransit Vehicle (GPPV) certificate from the appropriate State authorities. Contractor shall be responsible for all costs associated with obtaining and maintaining GPPV certifications.

(i) Contractor shall coordinate annual terminal inspections by the California Highway Patrol and pay for all costs associated with obtaining a terminal inspection compliance certificate.

## **1.9 CUSTOMER SERVICE**

(a) Contractor Responsibility – Contractor staff shall provide information and be sufficiently familiar with Turlock Transit and Stanislaus Regional Transit to answer questions. Sufficient staff shall be trained in all types of sales to ensure expedited customer service.

(1) Contractor shall provide a minimum of two customer service personnel at all times to answer questions over the telephone and in person at the Customer Service area at the TRTC during regular service hours.

(2) A minimum of one person must be available in the office to provide information in English and Spanish.

(3) If bus service is modified by the City of Turlock to begin earlier to end later than currently scheduled, the time period when customer service is available shall be expanded.

(b) Pass Sales – During the time periods that the Contractor’s customer service office is open, Contractor shall sell monthly passes and other fare media (including fare media from Stanislaus Regional Transit and other transit systems if required by City

of Turlock) from Contractor's customer service office as directed by the City of Turlock.

- (1) Contractor shall prepare and provide City of Turlock with a report of sales and deposits monthly by the 10<sup>th</sup> working day of each month.
  - (2) Contractor shall deposit revenues collected Monday through Friday as directed by the City of Turlock.
  - (3) Contractor shall reimburse City of Turlock for funds lost or for the value of fare media lost by Contractor.
  - (4) Contractor shall prepare daily, and end-of-day reconciliation of transactions and deposits. Contractor shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media.
- (c) Customer Complaints – Contractor will respond to and address customer complaints and be handled according to the passenger complaint process as outlined in Section 23.

### **1.10 VEHICLE APPEARANCE AND RELATED REQUIREMENTS**

(a) Revenue Vehicles. – City of Turlock shall provide sufficient Revenue Vehicles, including spares, for use by the Contractor in providing the services required under this Agreement. City of Turlock-provided Revenue Vehicles shall not be used for any non-revenue purposes with the exception of training. The list of Revenue Vehicles provided to the Contractor at the commencement of services under this Agreement is set forth in [Appendix C](#).

(b) Non-Revenue Vehicles. – City of Turlock shall provide one Non-Revenue Vehicle (2017 Ford Transit T-150, 10 passenger vehicle) for use by the Contractor in providing the services required by this Agreement. The Contractor shall provide at its expense any additional Non-Revenue Vehicles for relief and support as necessary to provide services under this Agreement.

(c) Vehicle Condition Standards. – The Contractor shall, at its sole expense, reimburse the City of Turlock for the cost of any and all repairs of damage that occurs to any of the City of Turlock buses while under the care and control of Contractor or any of its employees, regardless of the party that is responsible for damage. For the purpose of this section, all unoccupied buses parked at the Turlock Transit Center shall be considered to be under Contractor's care and control regardless of whether a City of Turlock or Contractor employee transported the bus there. City of Turlock determination of responsibility for damage and reimbursement amount for it shall be conclusive. City of Turlock shall have sole control over the manner in which repairs are made. Contractor shall pay said reimbursement within ten (10) days of City mailing of an invoice. Said invoice provided by City of Turlock

shall include only following information: in-house labor, in-house parts, commercial labor, and commercial parts. Additional information will be provided at City of Turlock's sole discretion.

(d) Damage to Real or Personal Property. – Contractor shall be responsible for the total cost of repairing physical damage caused by Contractor to real or personal property owned or under the control of City of Turlock. City of Turlock, at its discretion, may add a fee of up to 10% of the actual cost of repair to cover City of Turlock's handling costs.

(e) Vehicle Appearance.

(1) The Contractor shall be responsible for maintaining the interior appearance of all Revenue Vehicles. Contractor shall provide personnel, equipment and supplies required to clean each vehicle daily. All Vehicles must be kept clean including, but not limited to, the following actions:

(A) Interiors must be swept, mopped and vacuumed daily.

(B) All dirt, debris, graffiti, and trash must be removed daily, including gum and other foreign matter, from all areas of the interior of the bus. This includes washing handrails, walls, A/C vents, and the driver's area on a daily basis.

(C) Wash and polish all windows, windshields and mirrors, daily; and

(D) Immediate notification to City of Turlock Staff of any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance; and

(E) Seats must be steam cleaned at least once a month.

(2) The Contractor shall assure that all Vehicles used in Special Bus Services meet the highest standards of cleanliness and appearance. At a minimum, prior to being used for Special Bus Services, each Vehicle will be cleaned and prepared using the regular cleaning procedures.

(3) The Contractor shall work with City of Turlock maintenance staff in the cleaning and fueling of buses. At no time shall the interior cleaning of the buses affect the operation of the fueling, farebox probing or exterior cleaning of the buses.

(4) Any interior cleaning staff authorized by Contractor to move Revenue Vehicles in conjunction with the interior cleaning, vacuuming or steam cleaning must have the same licensing and qualifications as a bus operator.

(f) Inspections – Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the operator scheduled to operate the inspected vehicle prior to

being placed in service. Mid-day relief operators will perform an abbreviated inspection. Contractor will supply Daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by the Contractor and a record will be given to the City of Turlock maintenance department.

(g) Trouble Call Response Actions – In the event a trouble call must be placed, the Contractor shall promptly contact City of Turlock Maintenance staff. If a trouble call is reported for a revenue vehicle or non-revenue vehicle in active use, the Contractor shall be responsible for delivering a replacement vehicle with minimal disruptions to service.

(h) Permits and Fees

(1) City of Turlock shall be responsible for licensing Revenue Vehicles with the Department of Motor Vehicles (DMV).

(2) The Contractor is responsible for assuring that all Revenue and Non-Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each Vehicle at all times.

(3) The Contractor shall be responsible for all parking tickets, moving violations, and fees incurred in connection with the use of any Vehicle under this Agreement.

## **1.11 FACILITIES**

City of Turlock shall provide business accommodations for Contractor in at the City's Transit Operations Building located at 701 S. Walnut Rd., Turlock, CA 95380. The City is in the process of constructing a new transit building at the Turlock Regional Transit Center (1418 N. Golden State Blvd., Turlock, CA 95380), with an estimated completion date of summer 2018. Following completion of the building, the Contractor shall move operations to that facility, while vehicle storage and revenue counting shall continue to take place at the Transit Operations Building. Said accommodations will include, but not be limited to, a customer lobby with public restrooms, a driver's break room, training room, storage, dispatch area, private restrooms, and offices for administrative staff, management and customer service personnel.

## **1.12 HOLIDAYS**

No transit services shall be provided on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of these holidays falls on a Sunday, it is not observed the following day.

Limited transit services, following the Saturday service schedule, shall be provided on the following holidays: Dr. Martin Luther King, Jr. Day, Veterans Day, the day after Thanksgiving,

Christmas Eve and New Year's Eve. If one of these holidays falls on a Sunday, it is not observed the following day.

### **1.13 SMART BUS REQUIREMENTS**

(a) General. – City of Turlock has plans to provide the Contractor with the use of the Smart Bus System (SBS), which is designed to improve system communications; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching and control of on-street service; to assist in the calculation of Revenue Hours operated; and to provide more accurate and timely information and data on system and Contractor performance. The specified duties below shall apply upon implementation and training of Contractor's staff on SBS equipment.

(b) Contractor Duties.

(1) The Contractor shall fully utilize the SBS in order to achieve the objectives described in subsection (a) hereof and to maximize the benefits available to the fixed route system through the use of SBS.

(2) The Contractor shall utilize the SBS and the information and data generated in the preparation of its monthly invoices and schedule adherence reports.

(c) Operator Use and Training.

(1) The Contractor shall provide a City of Turlock approved SBS Operator Training Program within 60 calendar days after the implementation of an SBS system by the City of Turlock. This SBS Training Program shall include information on the purpose, objectives, capabilities, and key features of the SBS; procedures for logging into the system at the start of operations and for logging into the system at the start of operations and for logging off at specified times or events; procedures for using SBS for communication with supervisors; and actions or steps to be taken in the event of system problems or malfunctions. City of Turlock shall provide updated information as it becomes available, and the Contractor shall be responsible for incorporating such updated information into the Training Program. Ongoing training must be approved by City of Turlock.

(2) The Contractor shall assure that all operators are fully trained in the use of the onboard SBS Equipment, in accordance with the SBS Operator Training Program.

(3) The Contractor shall assure that all Vehicle operators and other employees log into the SBS prior to operating a SBS equipped Vehicle, and use the SBS throughout their daily use of such Vehicle. The Contractor shall consistently monitor these requirements and shall enforce and remedy any failure of an operator or other employee to comply with these requirements.

(4) If an operator or employee of the Contractor in any way vandalizes, intentionally breaks or alters any component of the SBS, or otherwise interferes with its use or functioning, the Contractor shall immediately remove the individual from employment in City of Turlock's fixed route services. Actions that are a basis for dismissal under this paragraph include severing, cutting, piercing or otherwise breaking, disconnecting, or destroying the SBS unit or associated cabling, wiring, or other components, or otherwise using the system for purposes other than intended by the City of Turlock.

## **1.14 COMPUTER AND TECHNOLOGY REQUIREMENTS**

### (a) City of Turlock-Supplied

(1) Telephone System. – The City of Turlock shall provide and pay all costs of operating, maintaining and staffing a telephone system that is adequate (in terms of number of lines and capacity) to assure that the Contractor will be able to meet all of its obligations under this Agreement, including but not limited to customer service responsibilities.

(2) Genfare Primary Data Unit – The City of Turlock shall provide a portable computer for the purposes of probing the electronic fareboxes, analyzing fare data and generating reports on ridership and fares. The Contractor shall be responsible for the proper care and handling of all City of Turlock provided computer and network Equipment.

(3) Radio System. – Contractor shall utilize City of Turlock's radio system to communicate between bus operators, dispatchers, supervisors, management and maintenance personnel.

### (b) Contractor Supplied

(1) Computer Equipment. – Contractor will supply computers to run all software applications in support of services provided under this Agreement.

(2) Software. – Contractor shall supply all software necessary to fulfill all Contractor obligations under this Agreement.

(4) CAD/AVL and Video Surveillance System. – Contractor shall utilize the City's Automated Vehicle Location (AVL) system and on-board video surveillance system to assist in dispatching and monitoring, once implemented and functional.

### **1.15 FARE COLLECTION**

(a) General. – The fare structure shall be established by City of Turlock, and may be modified by City of Turlock during the Agreement Term. Contractor shall sell Current City of Turlock accepted fare media (in addition to cash fares) and distribute all City of Turlock-approved fare media. Accepted media may include additional fare products in the future.

(b) Contractor Responsibility.

(1) The Contractor shall conduct training for all Contractor staff so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.

(2) City of Turlock may require that all fare media; coupons, tickets, and transfer slips collected by the bus operators be turned in daily to the General Manager. The Contractor shall require all bus operators to log on to the mobile data terminal before starting any Revenue Service and log off at the end of Revenue Service. Information shall be reported as required under this Agreement.

(3) All collected revenues shall be provided to the City of Turlock for subsequent deposit into the City of Turlock's bank account at least once every three (3) Days.

(4) The Contractor may be held accountable for any variance or discrepancies between the farebox revenues reported by electronic farebox system and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct, however deposits less than amounts reported from farebox, reports will be considered a shortage for which the Contractor may be held accountable. Shortages will be deducted from the Contractor's monthly invoice.

### **1.16 SAFETY AND SECURITY**

(a) Contractor Responsibility. – The Contractor shall work cooperatively with City of Turlock staff, other contractors, and local, State and Federal representatives in developing and, implementing the security procedures described in this Section.

(b) Emergencies.

(1) Upon verbal or written authorization from City of Turlock, the Contractor shall respond to emergency situations within its service area with Contractor personnel and City of Turlock-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, the Contractor shall make labor, management, transportation, and communications resources available to the extent feasible for

emergency assistance. Incurred costs for additional emergency service are billable to the City as part of the following month's normal billing process.

(2) The Contractor shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

(3) The Contractor shall not be responsible for damage to City of Turlock-owned Vehicles that results directly from any incident outside of the control of the Contractor while it is performing emergency services as authorized or directed by City of Turlock.

(c) Turlock Police Department. – Contractor shall cooperate with City Police officers or other security personnel assigned to the bus service. Contractor shall check in with said police officer each day at the Contractors office and issue communication equipment as directed by City. Contractor shall utilize police services as directed by the City and make reasonable accommodations for said personnel such as allowing them to use the Contractor's restrooms.

(d) Access to the Facility.

(1) The Contractor shall be responsible for the secure distribution and tracking of all Facility and Vehicle access devices, and for issuing identification badges to Contractor employees, subcontractors, and vendors (as directed by City of Turlock). The Contractor shall be responsible for key and badge control, and shall maintain a log of issuance. The Contractor shall be responsible for providing written notice to its employees, contractors, visitors, and vendors regarding the policies, procedures, and responsibilities associated with being issued a City of Turlock key and/or City of Turlock badge.

(2) The Contractor shall be solely liable and responsible for any expenses which result, as determined by City of Turlock in its discretion, from inadequate key or badge control and require City of Turlock to re-key or replace access control items. The Contractor shall also be responsible for replacing any damaged Equipment, and for notifying the City of Turlock immediately to report damaged Equipment.

(e) Audits.

(1) In June of each year of the Agreement Term, the Contractor shall conduct a self-audit on safety, security, and emergency preparedness. These audits will be based upon Federal, State, and local programs and guidelines, audit results, and the American Public Transportation Association (APTA) Bus Safety Management Program checklists. The Contractor shall also participate in periodic City of Turlock audits and monitoring and shall also assist the City of Turlock during any Federal, state, or local safety or security audits.

(2) City of Turlock may conduct site visits of the Facility at any time during the Agreement Term for purposes of audits and monitoring. The Contractor shall make available any and all records, files, logs and associated documentation to the City of Turlock's designated representatives as requested.

(f) Reporting. – The Contractor shall be responsible for providing the following reports to the City of Turlock relating to system safety and security:

(1) Monthly. – (A) Security and Emergency Incident Report/Trend Analysis; (B) NTD Safety and Security Major and Non-Major Incident Report; (C) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (D) Vandalism/Incident Tracking Report; (E) training sessions completed related to transit security; and (F) OSHA Hazard Analysis. In addition, the Contractor shall make the minutes of safety meetings available to City of Turlock at the Facility.

(2) Annually. – (A) Year End Trend Analysis; and (B) other reports as required by City of Turlock or by Federal, state, or local agencies.

## **1.17 MARKETING AND ADVERTISING**

(a) City of Turlock Rights and Responsibilities. – City of Turlock shall provide marketing, public relations, and advertising services. City of Turlock's decisions on all matters relating to advertising shall be final. Advertising on the interior and exterior of Revenue and Non-Revenue Vehicles by Contractor is prohibited.

(b) Contractor Responsibility. – The Contractor shall cooperate in City of Turlock's marketing and advertising (such as through the installation and removal of all interior of rider alerts, newsletters, and bus scheduling information) at no additional expense to City of Turlock. The Contractor may not use the City of Turlock name or logo without City of Turlock's prior written consent.

(c) Bus Media. – City of Turlock will provide all printed bus media. The Contractor shall be responsible for ensuring proper care, protection, handling, and maintenance of the City of Turlock Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at the Transit Center. Contractor shall provide the City with at least three (3) months advanced notice of dwindling supplies, based on typical usage, to allow the City sufficient time to order replacement materials.

(d) Communications with the Media. – All communications with the media shall be the sole responsibility of City of Turlock. The Contractor and its employees shall not engage the media as a spokesperson for the City of Turlock. In addition, the Contractor and its employees shall not speak on behalf of City of Turlock in any online forum or social media

site, at official public meeting, or to members of the press. The Contractor will limit its public engagement with customers to answering customer questions on-board City of Turlock Revenue Vehicles, at bus stops, at the Transit Center or as part of the official customer comment system.

(e) Endorsement Policy. – The Contractor and its subcontractors may not use City of Turlock’s name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by City of Turlock’s Transit Manager. This provision does not prohibit the Contractor from using City of Turlock as a reference in responding to a request for proposals or other procurement solicitation, provided that the Contractor shall coordinate all requests for references with the Transit Manager.

### **1.18 CONTRACTOR ASSISTANCE AND SUGGESTIONS**

The Contractor is expected to assist City of Turlock in planning service changes including providing a bus and driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. The Contractor may suggest alternatives to any service changes proposed by City of Turlock, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

### **1.19 PROJECT OPERATION RECORDS AND REPORTS**

#### **(a) Overall Responsibilities of Contractor.**

(1) In order to document services under this Agreement, the Contractor shall maintain all project records as requested by City of Turlock and as required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

(2) The Contractor shall submit all project operation records to City of Turlock according to the reporting schedule established in this Section. The Contractor shall permit authorized representatives of City of Turlock to examine all data and records related to services upon request by City of Turlock or according to scheduled reporting periods. All service records prepared by the Contractor shall be owned by City of Turlock and shall be made available to City of Turlock at no additional charge.

(3) City of Turlock reserves the right to establish a standardized reporting format with which the Contractor must comply. Reports may be requested in hard copy, a

portable USB or electronic transfer in a format compatible with City of Turlock computer hardware and software.

(b) Specific Reporting Requirements and Records. – The Contractor shall prepare and maintain the following records and documents, and shall submit the following reports to City of Turlock:

(1) Monthly Summaries. – The Contractor shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by-route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. Monthly summary reports shall be submitted to City of Turlock no later than 10 Days after the end of each month.

(2) Passenger Complaint and Compliment Reports. – The Contractor shall document operational problems, passenger complaints, passenger compliments (whether received directly or through City of Turlock) and general comments. The report must describe any action taken regarding these problems or complaints. Copies of such documentation shall be input into the Customer Comment Tracking System on the day following identification of the operational problem or receipt of such passenger complaint. The Contractor shall address all passenger complaints in accordance with the established complaint categories and procedures. All records of passenger complaints are to become a permanent record.

(3) Incident and Accident Reports. – The Contractor shall, in accordance with the policy and process established by City of Turlock, immediately notify the Turlock Police Department, then the Transit Manager (or other appropriate City of Turlock management staff if the Transit Manager cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

(4) National Transit Database.

(A) Every month, or more frequently if required by the FTA, Contractor shall provide the data items to City of Turlock as required by the FTA for City to complete the NTD Safety and Security Module. Contractor shall submit to City of Turlock a Major Incident Report, Non-Major Incident Summary Report and applicable corresponding forms as described in the NTD Safety and Security Manual.

(B) Contractor shall maintain the following information and submit it to City of Turlock monthly. This information is currently reported manually but may be transitioned to the AVL system. (Terminology as used in this paragraph is consistent with

NTD standards but may differ from terminology used elsewhere in the Agreement or Scope of Work.)

(1) Scheduled Vehicle Revenue Miles: The vehicle revenue miles computed from the scheduled service. It includes only the scheduled vehicle revenue miles from the whole trip. It excludes deadhead, service interruptions and special additional services.

(2) Actual Vehicle Miles: The miles that vehicles travel while in revenue service (actual vehicle revenue miles) plus deadhead miles. Actual vehicle miles exclude miles for operator training, fueling and maintenance testing.

(3) Actual Vehicle Hours: The hours that vehicles travel while in revenue service (actual vehicle revenue hours) plus deadhead hours. Actual vehicle hours exclude hours for operator training fueling, and maintenance testing.

(4) Actual Vehicle Revenue Miles: The miles that vehicles travel while in revenue service. Vehicle revenue miles exclude deadhead, training operators prior to revenue service and road tests.

(5) Actual Vehicle Revenue Hours: The hours that vehicles travel while in revenue service. Vehicle revenue hours include layover/recovery time but exclude deadhead, training operators prior to revenue service and road tests.

(C) Contractor shall perform on-board daily passenger counting and summarization as required by the FTA NTD Reporting Program (FTA Circular 2710.1A as amended or other sampling plan as designated by the City of Turlock) as directed by City of Turlock. Contractor shall tabulate the survey data in a report format required by City of Turlock. Surveys will be performed by individual(s) other than the driver.

(D) Contractor shall report to City of Turlock by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.

#### (5) Financial Reporting Requirements

Contractor shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of City of Turlock.

(6) Disadvantaged Business Enterprise (DBE) Report. – If requested, the Contractor shall prepare a quarterly DBE report to be submitted no later than 30 Days after the end of each quarter and an annual DBE report to be submitted no later than 30 Days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

(7) Equal Employment Opportunity (EEO) Affirmative Action Report. – The Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The Contractor shall, not later than 30 Days after the end of each fiscal year, prepare an EEO report which consists of the following:

(A) Workforce Analysis for each job category;

(B) Job Group Analysis for each job category;

(C) Hiring Analysis for each job category;

(D) Promotional Analysis for each job category;

(E) Termination Analysis for each job category;

(F) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long term goals for achieving under-utilized minority groups; and

(G) Availability Analysis that compares the current workforce against the available workforce.

(8) Surveys. – City of Turlock may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of City of Turlock or its designee. The Contractor shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

(c) Meetings. – City of Turlock’s Transit Manager or designee, and appropriate City of Turlock management staff and the Contractor’s General Manager and appropriate Key Personnel (1) shall meet at least twice each month to review the overall performance of the Contractor and the administration of this Agreement; (2) Contractor will participate in all audits and reviews by funding entities.

## **1.20 PASSENGER COMPLAINTS**

The Contractor shall address all passenger complaints regarding operational or service deficiencies as follows:

(1) If the complaint relates to safety or serious operational deficiencies, the Contractor shall:

- (A) contact the person filing the complaint within 24 hours after it is filed; and
- (B) investigate the complaint, take appropriate action and file a report with City of Turlock explaining the results of the investigation and action taken within 3 calendar days after the complaint is filed; and
- (C) include incident(s) in the monthly report to the City.

(2) If the complaint is of a less serious nature, not covered by paragraph (1), the Contractor shall:

- (A) contact the person filing the complaint, investigate the complaint, take appropriate action and include in the Monthly Report.
- (B) In all cases, the Contractor shall make and document at least two (2) attempts to contact the person filing the complaint unless the customer has indicated, through the comment intake process, that they do not want to be contacted regarding the resolution of the investigation.

In the event the City implements a central complaint tracking system, the Contractor will be given access and expected to record complaints and action taken in the system.

## **1.21 PROCUREMENT METHOD AND BASIS OF AWARD**

This procurement is being carried out as a Request for Proposals/competitive negotiation. There are two steps in the procurement process. The first step will be a review of each Proposer's Pre-qualifications Submittal to determine which Proposers satisfy the Pre-qualification requirements. The second step will be an evaluation and ranking, on the basis of Technical Qualifications Proposals and Price Proposals, of those Proposers determined by the City of Turlock to have satisfied the Pre-qualification requirements. The Contract will be awarded by City of Turlock using a Best Value selection method, based on Technical Qualifications Proposals and Price Proposals, with the respective weights as set forth herein. Award will be to the prequalified Proposer whose Proposal is determined to be most advantageous and greatest value to City of Turlock, based on the evaluation factors in Part II of this RFP.

## **1.22 SITE VISIT AND PRE-PROPOSAL CONFERENCE**

A non-mandatory facility site visit and pre-proposal conference is scheduled for Tuesday, June 6, 2017. The site visit is at 10:00 AM PDT at the City of Turlock Corporation Yard located at 701 S. Walnut Rd., Turlock, California 95380. Prospective Proposers should report to the parking lot, where a staff member will be present to open the secured gate and allow parking in the employee parking area. The site visit will provide Prospective Proposers with an opportunity to review representative vehicles in the fleet and the transit operations building.

The pre-proposal conference is also scheduled on June 6, 2017, at 1:30PM PDT at Turlock City Hall located at 156 S. Broadway, Suite 150, Turlock, California 95380. Please note that no questions regarding the RFP may be asked during the site visit; any questions that arise relating to the site visit or the RFP generally should be raised during pre-proposal conference at or in the subsequent interpretation and clarification process. All questions asked and responses given at the pre-proposal conference will be recorded and distributed to Prospective Proposers. Any oral responses to questions not reflected in the written pre-proposal minutes are not binding on the City of Turlock.

## **1.23 REQUESTS FOR CLARIFICATION AND ADDENDA PROCESS**

A. Request for Interpretation or Clarification – Prospective Proposers may submit written requests to City of Turlock for an interpretation or clarification of, or an addendum to, this RFP. All requests must be received by City of Turlock no later than 4:00 PM PDT on June 23, 2017. Requests must be emailed to the Transit Manager:

Wayne York  
Transportation Engineering Supervisor  
Email: wyork@turlock.ca.us  
Phone: (209) 668-6039

The City project number (16-26) must be included in the subject field of all email messages. Proposers should contact the Transit Manager if a confirmation email is not received within one Day of their email submittal. Read receipt requests will be acknowledged.

B. City of Turlock Responses – City of Turlock will review and prepare a written response to each request for interpretation or clarification submitted by a Prospective

Proposer pursuant to this Section. City of Turlock is not bound by any oral interpretations or clarifications of, or any oral modifications to, the provisions of this RFP made by any City of Turlock representative. Any clarification or change to the RFP must be by written addenda issued by City of Turlock pursuant to this Section. City of Turlock written responses to Proposer questions, together with any addenda (as described in subsection C), will be emailed, posted or otherwise furnished to all Prospective Proposers by the dates set forth in this RFP.

C. Addenda – City of Turlock reserves the right to make modifications or addenda to this RFP, either at the request of a Prospective Proposer or upon City of Turlock own initiative. If the City of Turlock determines it is appropriate to revise any portion of this RFP, City of Turlock will issue, and make available to all Prospective Proposers, a written addendum setting forth such revision. Proposers are required to acknowledge receipt of addenda in writing in their Proposal Letter. If an addenda requires significant changes in the Work to be performed under the Agreement, the date for receipt of proposals may be postponed at City of Turlock’s discretion by the number of days City of Turlock determines are appropriate in order to enable Prospective Proposers to revise proposals.

## **1.24 PROPOSAL DELIVERY, MARKINGS, AND CONTENTS**

A. Delivery of Proposals - Proposals in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **PROPOSALS SHALL CONSIST OF ONE (1) UNBOUND ORIGINAL HARD COPY; FIVE (5) BOUND COPIES and ONE (1) ELECTRONIC VERSION (USB DRIVE).** The Pre-qualifications Submittal and the Technical Qualifications Proposal should be combined in one package and electronic version, and the Price Proposal should be in a separate package and electronic version. All proposals and other communications should be addressed as follows:

Mail/Courier To:      City of Turlock  
                                 Attn: Wayne York  
                                 156 S. Broadway, Suite 150  
                                 Turlock, CA 95380

B. Required Markings - Each proposal shall be in the form specified in this RFP, and provided in a sealed envelope addressed to the City of Turlock, Wayne York, at the address set forth in subsection A above, with outside markings stating:

- (1) City Project No. 16-26; and
- (2) Do Not Open With Regular Mail.

C. Ownership of Records - The Proposals received become the exclusive property of City of Turlock, except financial statements submitted as part of a proposal, in accordance with California Public Utilities Code § 99154. Such financial statements shall be returned to Proposers not selected for contract award by City of Turlock within thirty (30) days after approval of award to the successful proposer by City of Turlock City Council.

D. Marking of Documents - Proposers shall clearly designate and mark information deemed confidential, proprietary, or trade secret consistent with applicable California law. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification will not be sufficient and shall not bind City of Turlock in any way whatsoever.

E. Public Records - At such time as a contract is awarded by City of Turlock, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are: (i) trade secrets as that term is defined in California Government Code § 6254.7(d) and which are so marked as trade secret, confidential, or proprietary; and (ii) any questionnaires and/or financial statements required and deemed to not be public records and not open to public inspection pursuant to California Public Utilities Code § 99154. City of Turlock will not disclose information marked proprietary, confidential or trade secret unless required to do so by law or legal process; provided, however, City of Turlock may disclose such information to its legal and financial advisors as it deems necessary or appropriate. City of Turlock shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked as confidential, proprietary, or trade secret, if disclosure is deemed required by law or by an order of a court.

### ***1.25 PROPOSAL DUE DATE***

Proposals must be received by City of Turlock at its offices at 156 S. Broadway, Suite 150, Turlock, CA 95380, addressed as set forth in Section 1.7, by 4:00 PM PACIFIC STANDARD TIME ON July 21, 2017. Proposals received after this specified date and time shall be considered late and shall not be considered for evaluation.

### ***1.26 ACCEPTANCE OF TERMS AND CONDITIONS***

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP (including the Draft Operations Agreement in

Part IV), except as otherwise specified in the proposal. Each proposal found technically acceptable shall constitute an offer to provide the services described in this RFP. Proposals are subject to modifications through the discussions/negotiations at the option of the City of Turlock; however, Proposers should submit proposals that are acceptable without additional explanation or information. Any and all parts of the submitted proposal may become part of any subsequent contract between the selected Contractor and the City of Turlock.

## **1.27 SUBMITTAL REQUIREMENTS**

**A. Clear and Concise Proposal** - Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the format described in Sections 113, 114, and 115 and shall provide all pertinent information, including but not limited to information relating to management structure and key personnel, operations capability, experience, plan for addressing key cost drivers (as described herein), financial resources, and other information as specified in this RFP. Failure to adhere to instructions may be cause for rejection of any proposal.

**B. Formatting and Contents** - Each proposal must include a Prequalification's Submittal, a Technical Qualifications Proposal, and a Price Proposal, and must include all of the required contents set forth in Sections 113, 114, and 115 and forms respectively. Each proposal shall include a table of contents clearly referencing the elements of each submittal and each section of a submittal must be clearly labeled by contents in accordance with the Tabs described below. A proposal may be considered technically unacceptable if it modifies or fails to conform to each of the requirements set forth in Sections 113 - 115.

**C. Page Limitations** - The Technical Qualifications Proposal cannot exceed ninety (90) pages in length. There are no specific page limitations on the Pre-qualifications Submittal (other than Tab PS-2 and PS-3) or the Price Proposal.

## **1.28 PRE-QUALIFICATIONS SUBMITTAL**

Each Proposer shall submit a Pre-qualifications Submittal (PS) that includes all of the background information, qualifications, and certifications set forth below. The PS will be evaluated on a Pass/Fail basis as part of City of Turlock's determinations regarding the

technical acceptability and responsiveness of the Proposal, the responsibility of the Proposer, and the Proposer's satisfaction of the basic qualifications needed to perform the Work.

**Tab PS-1 – Submittal Letter** - Each Proposer shall submit a Submittal Letter using the form in Exhibit 3, without alteration, signed by an authorized representative of the Proposer.

**Tab PS-2 – Evidence of Good Standing and Authorized Execution**

1. The Proposer shall provide evidence that it is in good standing in the State of its incorporation/organization and that it is qualified to do business in the State of California. This evidence would normally be provided in two separate documents that is not more than ten (10) pages in length.
2. The Proposer shall provide evidence that it is authorized by its governing body to submit the proposal and enter into and bind the Proposer to the Contract. This evidence shall be in the form of a resolution of the Proposer's board of directors or other governing body, adopted specifically for this City of Turlock procurement.
3. Each Proposer must identify a designated contact(s) who is authorized to act on behalf of and bind and commit the Proposer on all matters relating to this RFP, the Project, and the Operations Agreement (including the price), and to take all actions necessary to finalize an Agreement with City of Turlock if selected for award. This individual should be identified in the Proposer's Submittal Letter (Tab PS-1).

**Tab PS-3 – Summary of Qualifications** - Each Proposer shall submit a qualifications statement, not more than ten (10) pages in length, that clearly explains and documents the Proposer's specific qualifications and experience in providing fixed route operations services for a public agency that are comparable in scope, type, and complexity to the services being procured by City of Turlock under this RFP.

**Tab PS-4 – Information Regarding Debarments, Findings of Non- Responsibility, Defaults, Claims and Disputes, and Related Events** - Each Proposer shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the five (5) year period prior to the due date of the proposal.

1. Any instance in which the Proposer was debarred, disqualified, suspended, or removed from a Federal, State, or local government transit services project.
2. Any instance in which the Proposer submitted a bid or proposal on a transit services project and was found by the procuring entity to be a non-responsible bidder or proposer. Note that this refers to a finding regarding “responsibility”, not “responsiveness”.
3. Any instance in which the Proposer was terminated for default or otherwise defaulted on a transit services contract, or any instance in which the Proposer’s work was completed by a surety.
4. Any instance in which the Proposer filed for bankruptcy became insolvent, or was the subject of an involuntary bankruptcy petition.
5. An identification and brief description of all adverse claims, disputes, settlements, or lawsuits between the Proposer and a public entity (e.g., a transit agency, State, or unit of state or local government) in which the amounts in controversy (the claim, settlement, or judgment) exceeded five hundred thousand dollars (\$500,000). This shall include adjudicated, settled, and pending matters between the Proposer and a public entity, but does not include disputes between the Proposer and its employees, subcontractors, suppliers, or other private firms or individuals.

**Tab PS-5 – Financial Information**

1. Each Proposer shall provide an audited financial statement reflecting the financial condition of the Proposer, including a full and detailed presentation of the true condition as of December 31, 2015 of the Proposer’s assets, liabilities, and net worth. In the event that Proposer’s fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable. If an audited financial statement is not available, the Proposer may provide a certified financial statement signed and authenticated by its chief financial officer.
2. The financial statement and related documents must set forth the financial status of the entity, subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the Proposer is a wholly owned subsidiary of a parent corporation, an audited financial statement for the last fiscal year for the parent corporation must also be submitted. If a Proposer

relies on the financial statements of a parent corporation, City of Turlock reserves the right to require that parent corporation to execute a written Parent Guarantee of the performance of its subsidiary (the Proposer).

3. The Proposer shall also disclose (A) any planned or proposed acquisition by or of another entity or any planned or proposed merger with another entity; and (B) any adverse financial information or condition (including bankruptcy or insolvency) that (I) arose during the two (2) year period prior to the period covered by the financial statements submitted; (II) has arisen after the period covered by financial statements submitted; or (III) is otherwise not fully reflected in those financial statements. Proposers should note that the Financial Information submitted under this Tab will be reviewed both (A) as part of the Pre-qualification review process for all Proposers; and (B) as part of the evaluation and scoring of the Technical Qualifications Proposals for those Proposers found to have satisfied the Pre-qualification requirements.

**Tab PS-6 – Certifications** - Each Proposer shall provide the following certifications, each of which must be executed by a duly authorized official of the Proposer. The certification forms are in Exhibit 3.

1. Debarment Certification – A certification addressing the debarment and suspension status of the Proposer or any of its principals, set forth in Exhibit 3.
2. DBE Status– Information as to whether the Proposer qualifies as a certified DBE or is joint venturing with a certified DBE, set forth in Exhibit 3. If the Proposer is a DBE, it shall provide a copy of the DBE certification and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Agreement to be held by any Joint Venture DBE.
3. Lobbying Certification – The certification regarding lobbying, set forth in Exhibit 3.
4. Authenticity Certification – The Authenticity and Non-Collusion Certification, set forth in Exhibit 3.
5. Labor Code Certificate – The declaration regarding compliance with Labor Code Sections 1072, set forth in Exhibit 3.
6. Development of Price Proposal – A certification regarding the Proposer’s development of its Price Proposal and related matters, set forth in Exhibit 3.

**Tab PS-7 – Plans and Policies** – Each Proposer shall submit the following:

1. **EEO/Affirmative Action Plan** – This section shall include an Equal Employment Opportunity/Affirmative Action program or plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.
2. **Drug and Alcohol Policy** – This section should include the Proposer’s drug and alcohol policy, which must be in compliance with FTA/DOT regulations.

**Tab PS-8 – Proposal Bond** - Each Proposer shall provide a proposal bond or certified check in the amount of \$25,000, payable to City of Turlock.

**Tab PS-9 – Performance Bond and Insurance** - Each Proposer shall provide evidence of the Proposer’s ability to obtain (1) the performance bond required under the Draft Operations Agreement, in the form of a letter from a surety company that has an A.M. Best rating of “A” or better and that is authorized to conduct business in California, and (2) the insurance coverages required under Section 29 of the Draft Operations Agreement, in the form of a letter from an insurance carrier or broker that has an A.M. Best rating of “A” or better and that is authorized to conduct business in California. These letters should specifically reference the bonding or insurance requirements, as applicable, that have been established by City of Turlock for this procurement; general statements “endorsing” the Proposer or referencing the Proposer’s good business or financial record are not sufficient.

**Tab PS-10 – Exceptions** - The Proposer should identify any Exceptions that the Proposer is taking to this RFP, including exceptions to the terms of the Draft Operations Agreement in Part IV.

### ***1.29 TECHNICAL QUALIFICATIONS PROPOSAL***

Each Proposer shall submit a Technical Qualifications Proposal (TP) that includes each of the materials set forth below, explaining the qualifications of the Proposer to perform the Work and setting forth the Proposer’s management and organizational structure, capability, experience, and proposed programs and plans to ensure successful performance of the Work. For those Proposers determined by City of Turlock to have satisfied the Prequalification requirements, the TP will be evaluated and scored in accordance with Section 2 of this RFP.

**Tab TP-1 – Key Personnel and Management Structure** - This section shall include the following:

1. An identification of the Key Personnel (General Manager and Operations Manager) and resumes (not to exceed one page in length) for each of the Key Personnel, setting forth their qualifications for their position. This description should include the record of the project team in working together on similar assignments. Proposers shall provide evidence that each person identified in it proposal as filling a Key Personnel position is in fact committed to the City of Turlock project. Proposers should note that City of Turlock requires Key Personnel to be one hundred percent (100%) dedicated to City of Turlock services, unless it provides prior written approval for a lesser time dedication
2. An explanation of the Proposer's proposed management structure for performing the services being procured, including an organization chart. Also, provide an explanation of the relationship of the project team to the Proposer's corporate entity, including the specific areas of corporate support to be provided to the City of Turlock work.

**Tab TP-2 – Experience, References, and Performance Record** – This section shall include the following:

1. A list of all entities, public and private, for which the Proposer has operated fixed route transit services during the past five (5) years, including an identification of the work performed and its current status, fleet size, number of employees, and a description of the Proposer's experience in performing services similar to the Scope of Services in this RFP.
2. The current addresses of each entity listed in paragraph (1), including email addresses and telephone numbers of appropriate contact persons. (City of Turlock may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)
3. The following statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in paragraph (1) above: (A) Revenue Service on-time performance; (B) complaints per 100,000 passengers; (C) chargeable (preventable) accidents per 100,000 Revenue Miles; and (D) number, dollar amount, and category of liquidated damages assessed. The statistics and

information provided shall be based on or otherwise utilize the definitions in the NTD reporting system where applicable.

**Tab TP-3 – Capability and Management Approach** - This section shall include the following:

1. An explanation of the Proposer's ability to perform the Scope of Services set forth in this RFP, including a description of the Proposer's operations capability and its methods and resources to perform the services described in this RFP.
2. Any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and provide specific examples of cases where the Proposer has successfully implemented these strategies for other public agency clients.

**Tab TP-4 – Approach to Key Cost Drivers** – This section should address the Proposer's strategies and concepts for managing and controlling costs in the following key areas: (1) workers' compensation; (2) fuel efficiency and savings; (3) workforce attendance; (4) improvement in fare revenue collection; (5) improved efficiency in use of vehicles; and (6) any other specific areas which the Proposer believes to be an appropriate target for improving cost control and management or increasing transit system revenues. This section should identify and describe any examples/case studies in which the Proposer has successfully implemented cost control or revenue enhancement strategies for other public agency clients.

**Tab TP-5 – Staffing Plan** - This section shall include the following:

1. The Proposer's plan for staffing the services to be provided under this RFP, including the number and identification (by title, position, or job classification) of personnel the Proposer intends to utilize in providing such services. The Proposer selected under this RFP will be required to adhere to its Staffing Plan throughout the term of the Agreement. In preparing the Staffing Plan, proposers should note the staffing requirements of the Agreement and [Appendix E](#) of this RFP. The completed staffing matrix as found in [Appendix E](#) must be included as part of the staffing plan submittal.
2. The Staffing Plan should demonstrate that the Proposer will be able to provide and retain a sufficient number of qualified personnel to operate the services

being procured under this RFP in accordance with all contractual requirements. In addition, the Staffing Plan should:

- A. Include management positions relating to the safety and security, and operations training.
- B. Assure that the employees provided for City of Turlock services that will be operating a Revenue Vehicle are qualified to operate all vehicles, equipment and systems, including fareboxes, destination signs, and surveillance systems.
- C. Identify the persons or positions responsible for managing and overseeing the successful utilization of technology, and for carrying out the responsibilities as set forth in the Agreement.
- D. Provide a description of the Proposer's plans and programs to promote employee recruitment and retention, including its plan for adequate compensation and benefits, opportunities for advancement, and other means for promoting the recruitment and retention of employees and the preservation of a stable work force.
- E. Provide a description of the Proposer's program for rewarding outstanding employee performance, including attendance, and for enhancing the overall quality and performance of the workforce.
- F. Provide a description of the Proposer's plans, programs and staffing to promote environmental sustainability.
- G. Include a complete Staffing Matrix using the form provided in [Appendix E](#).

**Tab TP-6 – Training Program** - This section shall include the following:

1. A description of the Proposer's program for training operators, dispatchers, supervisors, and other personnel. The Training Program must include an identification of the specific course content or subject matter and the number of hours of training to be provided for each of the above classes of employees. A minimum of 144 hours per operator is required for the initial training program.
2. A description of the specific training the Proposer will provide regarding (A) the operation of Equipment and systems used in providing service under the Agreement; (B) the ADA training program; and (C) safety and security of

operations, Vehicles, and the Facility to assure compliance with the safety and security requirements of the Agreement.

3. A description of both initial and in-service training, including the steps the Proposer intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work.

**Tab TP-7 – Smart Bus Management and Operation Plan** – The City does not currently have a Smart Bus System (SBS) active within its fleet. However, plans are underway to implement this technology across all transit vehicles. This section shall include (1) an explanation of the Proposer’s experience and/or familiarity with communications and monitoring systems; and (2) the Proposer’s plan for successfully managing and operating a SBS including the associated data exceptions processing.

**Tab TP-8 – Safety Program** - This section shall include (1) a description of the Proposer’s program for assuring safe transit operations and compliance with Federal and State safety laws and regulations, including a driver evaluation program; and (2) a description of the Proposer’s safety record over the past five (5) years, in statistical form if possible, including an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.

**Tab TP-9 – Transition and Start-Up Plan.** - This section shall describe the Proposer’s plan for carrying out its transition and start-up activities and assuming responsibility for the services specified in this RFP, including (1) an identification of the issues that will need to be addressed in the transition and start-up and period; and (2) the Proposer’s plan and itemized schedule for addressing each of those issues. Note that the Proposer’s transition and start-up costs should be identified in its Price Proposal.

This Plan shall specifically describe the actions the Proposer will undertake, during the transition and start-up period, to foster an environment that will promote the City of Turlock goals of providing safe, reliable, and high quality transit services, assuring courtesy to passengers, and providing exceptional customer service.

**Tab TP-10 – Innovative Approaches and Technologies.** - This section shall provide the Proposer’s specific ideas and proposals for (1) increasing revenues or reducing costs, such as through increased ridership and farebox recovery, increased fuel efficiency, or other business or private market approaches; and (2) introducing new technologies to improve quality, efficiency, and/or reliability of transit operations. This should include specific examples of the Proposer’s successful use of the ideas and proposals identified.

**Tab TP-11 – Financial Information** - This section shall cross reference the Financial Information supplied under Tab PS-5; the information does not need to be separately provided in this Tab.

### **1.30 PRICE PROPOSAL**

**A. General** – Each Proposer shall submit a Price Proposal (PP) that includes all of the information described in this Section. Proposers shall provide ONE (1) UNBOUND ORIGINAL HARD COPY; FIVE (5) BOUND COPIES; AND (1) ELECTRONIC VERSION (USB DRIVE) of the Price Proposal in a separate sealed envelope marked “PRICE PROPOSAL – CITY OF TURLOCK – City Project No. 16-26”. (The electronic version should be separate from the versions containing the Pre-qualifications Submittal and the Technical Qualifications Proposal). The price and cost information in Tab PP-1 should be presented in an excel spread sheet. All figures in the written hard copy of the PP must be in ink or typewritten; figures written in pencil or containing erasures are not acceptable.

**B. Specific Contents** - The Price Proposal shall set forth the proposed price for providing the services in this RFP using the forms in Attachment G, including each of the following:

**Tab PP-1** - The detailed price and cost information, allocated between fixed and variable costs, for each year of the Contract Term, including the option years, using the form in Attachment G. This Tab should include the total price for the base contract years, the total price for the option periods, and the total price for the Contract Term.

**Tab PP-2** - The Monthly Fixed Fee and Rate per Revenue Hour for each year of the Contract Term, including the option years, using the forms in Attachment G.

**Tab PP-3** – The Start-Up Detail costs using the form in Attachment G.

**Tab PP-4** – The Benefits summary using the form in Attachment G.

**C. Elements of Cost** – In developing Price Proposals, Proposers should take into account that City of Turlock will be paying for the fuel costs for the Revenue Vehicles used to provide services pursuant to this RFP. By assuming responsibility for these fuel costs, City of Turlock is relieving the selected Proposer of a significant cost risk during the term of the Contract. In addition, in developing Price Proposals, Proposers should take into account their obligation to comply with applicable Federal, State, and local laws and regulations relating to employee wages and benefits and the City of Turlock business license fees.

**D. Price Stability** - In submitting Price Proposals, Proposers agree that all prices proposed shall be good for one hundred eighty (180) calendar days from the proposal due date.

**E. Review of Price Proposals** – City of Turlock reserves the right to review the Price Proposals of Proposers for price reasonableness and/or for price realism.

### ***1.31 RESTRICTIONS ON LOBBYING AND CONTACTS***

**A. Restrictions on Lobbying and Contacts with City of Turlock City Council** - During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, or agent representing such a person (or entity), shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of the City of Turlock City Council. Any such contact shall be grounds for the disqualification of the Proposer.

**B. Restrictions on Lobbying and Contacts with City of Turlock Staff** - During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, each person or entity described in subsection A shall limit his or her communication with City of Turlock staff to the written clarification and amendment process described and any interviews and discussions held pursuant to Section 2. During such time period, any such person or entity is precluded from having any communications regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of the City of Turlock Evaluation Committee, other than communications during the interviews and discussions. Any such unauthorized communication shall be grounds for the disqualification of the Proposer. The current operator may have discussions with City of Turlock staff regarding current operations.

**C. Conflicts of Interest** - No employee, officer or agent of City of Turlock shall participate in the evaluation or selection process, or in the award or administration of the Contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization which employs, or is about to employ, any of the above.

City of Turlock's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, Prospective Proposers, subcontractors to Proposers, or other parties to sub agreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

### ***1.32 EXCEPTIONS TO TERMS AND CONDITIONS***

As noted in Section 1, Proposers should list in Tab PS-10 any exceptions to the terms of this RFP (specifically including the terms and conditions in the Agreement in Part IV hereof). If no exceptions are stated, it will be understood that all terms will be complied with. In determining take or not take exceptions, Proposers are advised to confer with legal counsel. City of Turlock will not consider changes or additions to the Agreement unless those matters are raised as exceptions in the Proposer's Submittal. **ANY EXCEPTION MAY BE CONSIDERED MATERIAL AND MAY BE THE BASIS FOR REJECTION OF THE PROPOSAL AND/OR A DETERMINATION THAT THE PROPOSER DOES NOT SATISFY THE PRE-QUALIFICATION REQUIREMENTS. A determination that an exception is material shall be in the sole discretion of City of Turlock and its judgment is final.**

### ***1.33 FALSE, INCOMPLETE, OR UNRESPONSIVE STATEMENTS***

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of this matter shall be in the sole discretion of City of Turlock and its judgment shall be final.

### ***1.34 PROPOSAL WITHDRAWAL***

The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person or in writing to the office previously specified, or by email to [wYork@turlock.ca.us](mailto:wYork@turlock.ca.us). If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Any such modification or withdrawal must be received by City of Turlock no later than the date and time scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred eighty (180) calendar days.

### ***1.35 COSTS INCURRED BY PROPOSER***

Any costs incurred by Proposers in responding to this RFP shall be the Proposer's sole expense and will not be reimbursed by City of Turlock.

### ***1.36 TECHNICALLY UNACCEPTABLE PROPOSALS***

Non-responsive proposals are not acceptable and will be rejected by City of Turlock. Non-responsive proposals are defined as proposals that do not comply with the RFP terms and conditions, and requirements.

### ***1.37 DISQUALIFICATION OF PROPOSERS***

Proposers may be disqualified and proposals may be rejected for any of the following reasons:

- A. Failure to use the Price Proposal forms provided by City of Turlock.
- B. Lack of signature by authorized representative of the Proposer.
- C. Failure to properly complete documentation in the proposal.
- D. Evidence of collusion among Proposers.
- E. Unauthorized alteration of proposal forms.
- F. Failure to provide a proposal that is responsive to the requirements of the RFP

### ***1.38 CANCELLATION OF PROCUREMENT***

City of Turlock reserves the right in its sole discretion to cancel this Request for Proposals in whole or in part.

### ***1.39 PROPOSAL REJECTION***

City of Turlock reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFP, or refuse to enter into any contract resulting from any proposal submitted, without expense to City of Turlock.

## **2 Scope of Work**

### **2.1 CITY DUTIES AND RESPONSIBILITIES**

CITY shall perform the following duties and accept the following responsibilities. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

#### **2.1.1 SYSTEM PLANNING AND ADMINISTRATION**

CITY shall be responsible for all planning activities relative to transit routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

#### **2.1.2 ADVERTISING AND PROMOTION**

CITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of Turlock Transit operations and to promote ridership. But the CONTRACTOR shall install and maintain all route schedules, and other posting at bus stops and shelters. Including the delivery and placement of all bus Rider Guides and other marketing information at selected locations throughout the city. (Example: California State University, Stanislaus, Turlock Schools, library, etc.)

#### **2.1.3 BUSES; EQUIPMENT**

CITY shall provide to CONTRACTOR the vehicles and equipment required to perform the work. These vehicles and equipment shall be used only for activity directly related to the transit system covered by the associated agreement, unless otherwise authorized in writing by CITY.

#### **2.1.4 RECORDS AND REPORTS**

Records of all inspections shall be made available to CITY, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the CONTRACTOR'S local facility in Turlock. CONTRACTOR shall retain said records for a period of three years after the conclusion of the contract term. CITY maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to

continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by CITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall resubmit the equipment for inspection and testing before it is again placed in service.

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

- Daily vehicle inspection checklists.
- Bus cleaning/washing log.
- Road call reports, or work orders, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- CONTRACTOR'S summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR's general manager and/or operations manager shall participate in regular meetings with CITY transit and fleet maintenance staff on a monthly basis, or more often as required.

#### 2.1.5 OPERATIONS AND MAINTENANCE FACILITY

CITY shall provide the CONTRACTOR an operations office facility that shall be clean and in an acceptable physical condition for use for the purpose intended. This will be the current facility, which is located at the City Corporation Yard, 701 S. Walnut Rd., Turlock, CA. This facility consists of an office building fenced, and lighted bus parking area. The office building contains a dispatch control room, manager's office, and driver check-in/break room.

Upon the completion of City Project No. 12-60C, "Turlock Regional Transit Center, Phase 2" improvements, scheduled to be completed by the spring/summer of 2018, the Contractor shall move operations to that facility. Following that transition, the only operations expected to remain at the Turlock Corporation Yard shall be any activities associated with starting and ending operations, as it will continue to be the location where the buses are stored overnight. It may continue to serve as the locations where fares are counted as well.

CITY shall retain control, ownership and approval rights to all contractor-installed improvements. At the expiration of the AGREEMENT, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements to the CITY. These improvements are classified as improvements that are, in some manner, attached to the physical structure of the Turlock Transit facility and would result in cosmetic or structural damage to the respective facility

upon their removal. In the event contractor wishes to retain possession of any such improvement upon expiration of this AGREEMENT, contractor shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the AGREEMENT. The method of restoration or repair shall be at the sole discretion of the CITY. CITY and CONTRACTOR shall inspect and agree upon the condition of each facility, including agency yard areas, prior to, or at the time of, initial occupancy. An exit inspection of each facility and adjacent yard area shall be conducted at either (1) the time that the premises are vacated, or (2) at the expiration of the AGREEMENT term, to determine the extent of repair or refurbishment required to return the respective facility and adjacent yard area to their original condition, allowing for normal wear, as agreed upon at the time of initial occupancy. CITY shall assume responsibility for regular maintenance repairs, including repair of structural or building-related equipment failures not resulting from negligent use or operation of the facility or provided equipment by the CONTRACTOR and its employees, agents, or vendors. The CONTRACTOR is to maintain the cleanliness of the transit operations area, remove litter and debris from around the building, and to empty and maintain waste receptacles. Smoking is not permitted in any CITY building or vehicle.

#### 2.1.6 BROCHURES; PASSES; TICKETS

CITY shall prepare, print and provide to CONTRACTOR all brochures, passes, tickets and like materials required by Turlock Transit operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY.

#### 2.1.7 STREET FURNISHINGS

CITY shall purchase, install, and replace all street furnishings required for Turlock Transit operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. CITY shall clean, maintain, and repair benches and shelters in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY. CITY shall maintain or request property owners to maintain all trees along all Turlock Transit routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with CITY by advising it of any such conditions observed during Turlock Transit operations.

Nothing heretofore shall relieve CONTRACTOR'S vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

#### 2.1.8 NOTIFICATION - POTENTIAL INTERFERENCE WITH TURLOCK TRANSIT OPERATIONS

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events under CITY jurisdiction that may interfere with Turlock Transit operations or require deviations from established routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

## **2.2 CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of Turlock Transit. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as Turlock Transit.

### **2.2.1 OPERATIONS - GENERAL**

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the Turlock Transit system as specified by the CITY. CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with CITY on matters related to operations, monitoring, and reporting and service performance measurements.

CONTRACTOR shall furnish all facilities, equipment and services required in the operation and management of the Turlock Transit system unless specifically identified to be contributed by CITY.

### **2.2.2 OPERATIONS - FIXED ROUTE BUS SERVICE**

CONTRACTOR will operate fixed route bus services as specified by CITY and in strict accordance with the operating days and hours, routes and schedules set forth in the Turlock Transit Rider's Guide, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner. Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify CITY of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

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

The CONTRACTOR shall post all bus stops with proper temporary signs when it becomes necessary for the particular bus stop be closed because of temporary bus route changes.

### 2.2.3 OPERATIONS - DIAL-A-RIDE SERVICE

Dial-A-Ride service shall be operated in strict accordance with the operating days, hours and service area set forth in the current Turlock Transit Dial-A-Ride Brochure, or any revisions thereto.

CONTRACTOR shall respond to telephone requests for Dial-A-Ride service on a demand response basis in accordance with Turlock Transit service standards stated herein below, and shall accept reservations made up to seven (7) days in advance of the day of service.

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

CONTRACTOR is authorized to have as many vehicles in Dial-A-Ride service at a given time depending upon fluctuations in the demand for service. However, in no event will the total annual vehicle revenue hours billed to the CITY for Dial-A-Ride Service exceed the revenue hours listed in the Request for "Proposals" without prior written authorization by the CITY.

### 2.2.4 SPECIAL EVENT, PROMOTIONAL, AND OTHER SPECIAL SERVICES

In addition to regular Turlock Transit operations, CONTRACTOR may from time to time, upon receiving authorization by CITY, provide special event, promotional, or other special transportation services within the Turlock Transit service area using Turlock Transit vehicles, provided that such services are determined by Turlock Transit to be in the public interest, do not interfere with regular Turlock Transit operations, and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the normal rates per revenue vehicle hour specified in the AGREEMENT.

### 2.2.5 SERVICE STANDARDS

CONTRACTOR shall strive at all times to provide service in a manner which will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with CITY expectations.

CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final

decision by CITY. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

#### 2.2.6 OPERATIONS PERSONNEL

The CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate the Turlock Transit public transit system, including any required on-board security or supervision.

#### 2.2.7 OPERATIONS MANAGEMENT

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees. CONTRACTOR shall designate and provide the services of a full-time onsite General Manager and full-time on-site Operations Manager, subject to the approval of CITY, who shall provide overall management and supervision of Turlock Transit public transit operations under the terms of this AGREEMENT. The General Manager must have a minimum of five years of experience in public transportation operations including at least two years' supervisory experience.

The General Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from Turlock Transit passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the General Manager and Operations Manager designated for this project will not be replaced without the prior written consent of CITY. Should the services of the General Manager or Operations Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible. CITY shall respond to following receipt of these qualifications concerning acceptance of the candidate for replacement General Manager or Operations Manager.

The office of the General Manager and Operations Manager will be physically located at CONTRACTOR'S operations facility at the Turlock City Corporation Yard, until the completion of the Turlock Regional Transit Center building, at which point both offices shall be relocated to that new location. The General Manager or Operations Manager will be expected to remain at the facility or otherwise within the Turlock Transit service area, as appropriate, to the maximum extent possible. At all times, the General Manager and Operations Manager or other employee pre-designated and identified to the CITY to act for the General Manager or Operations Manager, shall be available either by phone or in person to make decisions

regarding day-to-day Turlock Transit operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

#### 2.2.8 EMPLOYEE SELECTION AND SUPERVISION

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform Turlock Transit operations. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform employment, DMV, physicals, and criminal background checks of all employees associated with this AGREEMENT and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, and professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public. CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to CITY approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of Turlock Transit vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

#### 2.2.9 TRAINING OF DRIVERS AND OPERATIONS PERSONNEL

CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by CITY. An outline of the training program, including periodic updates, shall be on file. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training (144 hours) for all new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, Turlock Transit operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance and repair, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and secure systems, and other equipment, which they may be expected to use in the Turlock Transit services.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

CONTRACTOR shall prepare and furnish to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, Turlock Transit reservation procedures, and operating policies. Operations control personnel assigned to Turlock Transit scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

#### 2.2.10 DRIVER'S RESPONSIBILITIES

Drivers will, when requested by CITY, hand out notices to passengers or otherwise render assistance in Turlock Transit's customer relations, promotion, marketing, monitoring and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes, tickets and coupons; and issue and collect passes, tickets and transfers, as determined by CITY. Drivers will verify deposits into the farebox of cash fares and cash for the purchase of passes, but drivers will not handle money. Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by CITY.

When requested, drivers of vehicles in dial-a-ride or fixed route service will provide passenger assistance to persons who have disabilities, including boarding/alighting assistance, loading and unloading of small packages.

Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local public telephone system time.

#### 2.2.11 UNIFORMS

Drivers shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms. The design, type and logo of the uniforms shall be subject to CITY'S advance approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

City shall work with the Contractor to reach a mutual agreement on the uniform material and design. In that event, City shall provide an appropriate number of uniforms per driver, at City expense, and Contractor shall require all drivers to wear the new uniform material(s).

#### 2.2.12 SAFETY PROGRAM

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel and CITY'S vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish CITY with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, and supervisors to participate in the safety program.

### 2.2.13 ROAD SUPERVISION

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. CONTRACTOR shall have adequate staffing during all revenue service hours to provide said service.

### 2.2.14 ACCIDENT, INCIDENT, AND COMPLAINT PROCEDURES

CONTRACTOR shall develop, implement and maintain procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift or ramp failures of buses in service, fixed route buses operating more than twelve (12) minutes behind schedule, and demand response buses operating more than thirty minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Turlock Police Department, or Highway Patrol, as appropriate, and then to the Transit Manager, or his designee. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR will supply CITY with copies of all accident and incident reports.

The Transit Manager shall be notified by the CONTRACTOR of all accidents and incidents resulting in loss or damage to Turlock Transit property within 24 hours. In cases involving injury, CONTRACTOR shall notify the Transit Manager immediately upon receipt by CONTRACTOR of such information.

### 2.2.15 VEHICLE SCHEDULING AND DISPATCHING

CONTRACTOR shall provide and utilize a computer-based, systematic method to schedule and transport demand-response passengers using Turlock Transit services. The method should be capable of accommodating advance reservations, same day reservations (two hour advance notice) and “real time” requests for immediate service and of integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality to levels prescribed in this Scope of Work. Computer-assisted scheduling technique is acceptable; a manual method shall not be used for this task.

CONTRACTOR shall provide an adequate number of persons to staff the Turlock Transit scheduling and vehicle dispatching functions to minimize extended “hold” or wait times and provided quality service to riders. These persons shall also be responsible for maintaining radio contact with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

#### 2.2.16 OPERATIONS & MAINTENANCE FACILITY

CONTRACTOR shall occupy and utilize the operations facility provided by CITY as described. As an integral part of the operating headquarters CONTRACTOR shall provide and maintain a furnished control room, including maps, information boards, official time clock, adequate desks, tables, chairs, and other equipment as may be appropriate, unless such equipment is specifically identified and listed as CITY provided.

#### 2.2.17 TELEPHONE RESERVATION AND INFORMATION SYSTEM

CONTRACTOR shall operate a CITY provided and maintained telephone system dedicated exclusively to the reception of incoming calls from Turlock Transit patrons for the purposes of requesting service information and demand response service or reservations. CITY shall provide telephone equipment and no less than four telephone lines. CONTRACTOR shall provide all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Turlock Transit patron demand.

CONTRACTOR shall respond to incoming calls with a minimum of busy signals or "on hold" wait time. Call volume will periodically be monitored and the need for additional phone lines will be evaluated.

All incoming and outgoing calls shall be recorded for quality and training purposes. Inbound callers shall be greeted with a message that advises them that all calls are recorded. The General Manager and/or Operations Manager may be provided access to review call recordings for internal training, coaching and quality assurance purposes. CITY reserves the right to review or share recorded phone calls for any purpose CITY deems appropriate.

#### 2.2.18 FARES; FARE COLLECTION

CITY shall establish all fares of any kind or character to be paid by Turlock Transit patrons. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares (or cash for day passes or other authorized ticket sales) will be paid by patrons in the amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fare boxes provided and installed in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by CITY all non-cash fares (transfers, passes and like). All fares collected are the sole property of CITY.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to CITY approval. Except as otherwise provided below, fare revenue shall be brought to the City of Turlock Finance Division daily (except Saturday) and provided to the CITY. CITY reserves the right to audit

fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

CONTRACTOR may, at their sole discretion and expense, elect to contract with the same armored car service utilized by the CITY for the on-site collection of fares at the Turlock Corporation Yard in lieu of daily revenue drops at the City of Turlock Finance Division. If this service is used, pick-ups shall occur at least weekly.

#### 2.2.19 PASS SALES

CITY shall assume all responsibility for the advance sale of passes to Turlock Transit customers until such a time that CONTRACTOR's transit operations are moved to the Turlock Regional Transit Center. Upon relocation of CONTRACTOR, which will include a lobby window for interacting with customers, CONTRACTOR shall sell and account for local and regional transit passes as required by CITY.

#### 2.2.20 BOOKS; RECORDS; REPORTS

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by CITY. Original documents or certified copies shall be maintained locally.

Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to CITY representative(s) for such access and inspection. Further, any duly authorized representative(s) of CITY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities. CONTRACTOR shall collect record and report to the CITY on a quarterly basis all accounting data for the Turlock Transit operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter is amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to CITY within one month after the close of the applicable quarter.

CONTRACTOR shall collect record and report all operational data required by the CITY in a format approved by the CITY. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boarding, missed trips, road calls, accidents and incidents, complaints and

compliments, and dial-a-ride service requests refused and passenger no-shows. Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by CITY, and shall be summarized daily.

#### 2.2.21 OPERATIONS SUMMARY

The Operations Summary shall be compiled into monthly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, and Saturdays.

In addition to statistical data, Monthly Reports shall summarize employee safety program and training activities, employee turnover, and other information as may be requested from time to time. Daily logs, reports and summaries shall be available for CITY review at CONTRACTOR'S facility. Monthly reports shall be submitted no later than the 10th day of the following month to the Transit Manager. Yearly reports (July 1st to June 30th) shall be compiled on a year-to-date cumulative basis and shall be submitted to the Transit Manager within 30 days after the close of the applicable fiscal year.

#### 2.2.22 SYSTEM PROMOTION

CITY shall direct Turlock Transit system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities. CONTRACTOR shall prepare and carryout an annual schedule of community-based promotional activities; dispense Turlock Transit information publications to various locations and bus stops, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support CITY'S advertising and public information efforts.

Community based promotional activities may include such activities as operation of a booth at community events such as the county fair, farmer's markets, college registration, or job fairs; presentations to senior citizen centers and to schools; training of trainers for employers or other user groups, and participation in parades. The promotional activities shall be prepared cooperatively with and approved by the CITY. CONTRACTOR shall make available needed equipment, facilities to the CITY. The CITY shall compensate CONTRACTOR for vehicle operations, extraordinary personnel and other expenses authorized. It is anticipated that most promotional activities will be staffed by salaried personnel or personnel involved in vehicle operations. Extraordinary personnel expense will include expenses for the use of hourly personnel for whom compensation is not provided in the contract fixed monthly or hourly rates.

Notwithstanding anything herein to the contrary, the CITY reserves all authority to direct and control any and all public information regarding its Turlock Transit system. The CITY own and

control the Turlock Transit name and logo. The name and logo shall not be used without CITY authorization. In no event shall the CONTRACTOR release any advertising or promotional materials without prior approval of the CITY.

The CITY hires a marketing contractor to place transit bus advertisement on the exterior of all transit vehicles. The CONTRACTOR is expected to cooperate with the marketing contractor by coordinating transit bus scheduling to allow the marketing contractor to place exterior advertisement on all transit vehicles. The Cost of advertisement signing and revenue shall be set by the marketing contractor and will not involve the CONTRACTOR.

#### 2.2.23 SYSTEM RECOMMENDATIONS

CONTRACTOR shall continually monitor Turlock Transit operations, facilities and equipment and shall, from time-to-time and as warranted, advise CITY and make recommendations to it upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

#### 2.2.24 EMERGENCIES; NATURAL DISASTERS

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist CITY in ameliorating such incidents. To the extent CITY requires CONTRACTOR to provide such emergency services and facilities; CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate Turlock Transit herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and CITY following the conclusion of the emergency or disaster, or at such other time as they may mutually agree. CONTRACTOR shall be familiar with the City's Transit Emergency Master Policy and provide necessary contact information.

### **2.3 CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE**

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

### 2.3.1 MAINTENANCE - GENERAL

CONTRACTOR shall be responsible for the cleaning and care of all CITY transit vehicles; the CITY will be responsible for all repair of CITY owned vehicles, communication systems, and all other equipment. CONTRACTOR shall provide furnishings and accessories required in connection with its operation of Turlock Transit in a clean, safe, sound and operable condition at all times. In this regard, unless an item is specifically identified as provided by CONTRACTOR, CITY shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, and such other components, facilities and services, which may be required to fulfill its maintenance and repair responsibilities, at CITY'S sole cost and expense.

CONTRACTOR shall maintain and keep in good working order the electronic farebox equipment, destination sign equipment, stop request equipment and any other accessory devices attached to the buses.

### 2.3.2 MAINTENANCE - SUBCONTRACTING

Notwithstanding anything herein to the contrary, CONTRACTOR may, subcontract with a qualified firm to carry out any or all of the cleaning and repair requirements and responsibilities identified herein on behalf of the CONTRACTOR.

CONTRACTOR shall in all cases be responsible to diligently monitor subcontract work performance and to ensure full compliance with the maintenance requirements established herein. Any subcontract shall be granted only after following all Federal Transit Administration (FTA) requirements.

### 2.3.3 CITY VEHICLES; EQUIPMENT

By execution of this AGREEMENT, CONTRACTOR acknowledges the vehicles and equipment listed, and that each and every item has been received in good working condition. This section would also apply in the event that CITY provides CONTRACTOR with additional buses and/or equipment at future times. When acquiring new fleet vehicles or accessory equipment items, CITY shall provide training to CONTRACTOR for the use and maintenance of such items.

In addition to revenue vehicles specifically listed, CITY shall provide one, 10-passenger, 2017 Ford Transit T-150 vehicle for non-revenue use by CONTRACTOR. This may be used as a shuttle vehicle, road supervisor vehicle or other official transit use as deemed appropriate by CONTRACTOR, but shall not be used for personal errands or any type of off-duty use. Any other non-revenue service vehicles necessary for CONTRACTOR's operations shall be provided by CONTRACTOR.

#### 2.3.4 MAINTENANCE FACILITY EQUIPMENT

CITY shall occupy and utilize the maintenance and repair facility described herein above. CITY will be responsible to equip the facility with all tools and equipment necessary for maintenance and repair of CITY Turlock Transit vehicles in accordance with this AGREEMENT. All out-of-service Turlock Transit vehicles shall be stored at all times either within the Turlock City Cooperation Yard, or within a fenced and security lit outside storage area.

#### 2.3.5 DAILY VEHICLE INSPECTION

CONTRACTOR shall perform daily vehicle inspection on all Turlock Transit vehicles used in revenue service. For purposes of this AGREEMENT, daily inspection and servicing will include, but not be limited to, fueling; checking engine oil, and coolant, farebox cashbox pulling and replacement; wheelchair lift/ramp check; brake check and bleeding of air lines; light and flasher check; interior sweeping, dusting and mopping as needed; exterior and interior visual inspection; brochure holder slots, and check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for CITY and California Highway Patrol (CHP) review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

#### 2.3.6 VEHICLE CLEANING

CONTRACTOR shall maintain all Turlock Transit vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be reported and repaired immediately upon discovery.

Exteriors of all Turlock Transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate

all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

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

#### 2.3.7 VEHICLE REPAIR

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

CONTRACTOR shall coordinate with CITY fleet maintenance personnel daily on the status of the fleet and discuss any new or outstanding maintenance issues. CITY shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall provide a copy of all submitted and/or completed repair orders to CITY at monthly meetings with CITY transit and fleet maintenance staff.

#### 2.3.8 EMISSIONS CONTROL PROGRAMS

CITY shall be responsible to administer a Smog Check program of Turlock Transit gasoline powered vehicles. CONTRACTOR shall cooperate with Turlock Transit in the scheduling of emissions testing

#### 2.3.9 FUEL

CITY shall supply all fuel required to operate CITY Turlock Transit vehicles. Contractor shall fuel gasoline powered vehicles at Joe M. Gomes & Sons, Inc., at 725 N. Tully Rd., Turlock, CA 95380. Contractor shall fuel CNG vehicles using the CITY card-lock fast-fill site located at 1001 S. Walnut Rd. or the Turlock Corporation Yard for slow-fill station, or at such other locations as CITY may direct. CITY reserves to right to modify fueling locations as needed. Contractor and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by CITY in connection with all fueling operations. Actual fueling of each vehicle shall be performed by the CONTRACTOR personnel.

### **2.4 CONTRACTOR DUTIES AND RESPONSIBILITIES – OFFICE FACILITY**

By execution of this AGREEMENT, CONTRACTOR acknowledges that the facility and bus storage yard provided by the CITY have been received in a clean and acceptable physical condition for use for the purpose intended. Upon termination of this AGREEMENT,

CONTRACTOR shall vacate the office facility and bus storage yard, leaving the premises clean and with no damage, and in a condition not less than that which the premises were in at the time of commencement of this AGREEMENT except for reasonable wear.

#### 2.4.1 CLEANING

CONTRACTOR shall maintain the office operations facility, including the adjacent bus storage yard, in a clean, neat and orderly manner. CONTRACTOR shall be solely responsible to provide routine janitorial services, trash removal, and floor care.

#### 2.4.2 NOTIFICATION OF MAINTENANCE AND REPAIR NEEDS

CONTRACTOR shall notify CITY in a timely manner regarding situations that require the repair or maintenance of the facility. CONTRACTOR shall allow adequate time for CITY to determine the extent of the situation and repair the noted problem if needed.

#### 2.4.3 HAZARDOUS MATERIALS PROGRAM

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

#### 2.4.4 UTILITIES

CITY will acquire and maintain utility services such as telephone services, solid waste, natural gas, electricity and water.

#### 2.4.5 WASTE REMOVAL SERVICE

CONTRACTOR shall be solely responsible to deposit office waste in the CITY trash bin. Cost of the trash bin will be paid by the CITY.

### **2.5 CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOP SHELTERS**

CITY shall maintain CITY bus stops that are equipped with shelters in a clean and inviting condition at all times. Vehicle operators shall be instructed to spot check and, to report

cleaning, maintenance and repair needs immediately to the operations office. CONTRACTOR shall report maintenance or major repair needs to CITY. CITY shall be responsible to provide all equipment and materials needed for cleaning shelters.

CONTRACTOR shall install and maintain all route schedules, and other posting at bus stops and shelters.

## **2.6 RADIO COMMUNICATIONS SYSTEM**

CONTRACTOR shall operate and the CITY shall maintain a two-way radio communication system licensed to the CITY in compliance with all applicable federal statutes, regulations, and licensing conditions. Unless authorized in writing to the contrary, the radio communications system provided for Turlock Transit services shall be used solely for providing communications related to Turlock Transit operations. Since all transit operations share the same channel, drivers shall ensure that communication is brief and that professional etiquette is maintained at all times.

CITY shall be responsible for airtime or other frequency of use charges connected with use of the two-way radio system and for all maintenance and repair required to maintain radio equipment in accordance with manufacturer specification.

## **3 Review and Evaluation**

### **3.1 KEY STEPS IN EVALUATION PROCESS**

A. Evaluation Committee - Proposals received in response to this RFP will be reviewed and evaluated in accordance with the provisions of this Part of the RFP. City of Turlock will establish an Evaluation Committee and may utilize separate subcommittees to evaluate the Pre-qualifications Submittal, the Technical Qualifications Proposals, and the Price Proposals. City of Turlock also reserves the right to utilize outside experts and financial consulting services to assist in the review and evaluation process.

B. Pre-qualification Review and Determination - The first step in the evaluation process will be a review of the Pre-qualifications Submittal of each Proposer to determine whether the Proposer has provided the required background information, summary of qualifications, and certifications required and whether the Proposer has the necessary qualifications to perform the services being procured and is a responsible proposer. This review will also examine the Technical Qualifications Proposal and the Price Proposal to determine if the Proposer has provided those submittals in compliance with the requirements of this RFP, and if the Proposal is otherwise technically acceptable and responsive. This review will be on a pass/fail basis. The Transit Manager may request clarifications from Proposers during this review. Minor informalities, irregularities, and

apparent clerical mistakes, which are unrelated to the technical content of the proposal, shall not be the basis for finding a proposal to be non-compliant if corrected promptly by the Proposer upon receipt of notice from City of Turlock. Following this Prequalification's review, Proposers will be promptly notified of City of Turlock's determination as to whether or not they have passed the review. Each proposal that passes the Pre-qualification review will be deemed to have satisfied the Prequalification requirements and will be evaluated and scored in accordance with the following sections of this Part.

C First Round Evaluation and Scoring of Proposals -

1. The Evaluation Committee will evaluate and score the Technical Qualifications Proposals of each Proposer that is determined, based on the review described in subsection B, to have satisfied the Pre-qualification requirements. This evaluation and scoring will be in accordance with the criteria and order of importance in Section 203.
2. The Evaluation Committee Chair or the Transit Manager or his or her designee will then review and score the Price Proposals in accordance with Section 3.4.
3. Based on the evaluation and scoring described in paragraphs 1 and 2 above, the Evaluation Committee will develop an initial ranking of proposals.

D. Determinations Regarding Competitive Range - Upon completion of the first round evaluations and initial ranking of proposals under subsection C, the Evaluation Committee will make a recommendation as to whether or not a competitive range should be established, and if so, which Proposers should be included in the competitive range. Based on these recommendations, the Transit Manager will determine whether to recommend Contract Award based on initial proposals (without establishment of a competitive range), or whether to establish a competitive range. The competitive range may include all or a portion of the Proposers.

1. If the Transit Manager determines that award should be made to the highest ranked Proposer on the basis of initial proposals, the Transit Manager shall submit that recommendation, together with the ranking of proposals and other relevant supporting information, to the City of Turlock City Council for contract award with the highest ranked Proposer.
2. If the Transit Manager determines that a competitive range should be established, the Transit Manager will identify the Proposers in the competitive range and promptly notify all Proposers whether or not they are in the competitive range. In that event, the interview process will proceed as described in the subsections below.

E. Interviews and Discussions - If a competitive range is established, interviews and discussions will be held by the Transit Manager (and his or her representatives) and members of the Evaluation Committee with all Proposers determined to be in the competitive range.

1. The timing, length, and structure of these interviews will be at the discretion of City of Turlock, but they will normally include a presentation by the Proposer, followed by questions and requests for clarification by the City of Turlock representatives.
2. Proposers should ensure that each individual identified in its proposal as filling a Key Personnel position is present at the interview. Failure to comply with this requirement will adversely affect a Proposer's evaluation.
3. Proposers should be prepared to fully explain and justify their Price Proposals, including the assumptions or models they used to develop costs.

F. Tentative Selection - At the conclusion of the interview and discussion process, Evaluation Committee will evaluate and score the proposals. The Transit Manager will rank all proposals, determine the highest ranked proposal, and submit the recommendation for Contract award to the Development Services Director for review. Selection results will be posted to the City's website at [www.cityofturlock.org/capitalprojects](http://www.cityofturlock.org/capitalprojects), as well as made available for review at the Office of the City Engineer, Turlock City Hall, 156 S. Broadway, Ste. 150, Turlock, CA 95380 during normal business hours.

H. Action by the City Council - After finalizing the terms and conditions of the Operations Agreement with the highest ranked Proposer, and receiving concurrence of the selection by the Development Services Director, the Transit Manager shall submit the recommendation for Contract Award, the proposed Agreement, and all relevant supporting information from the evaluation process to the City Council. After review and consideration of these materials, the City of Turlock City Council, if it concurs with the recommendation, shall award the Contract to the recommended Proposer and shall authorize execution of the Operations Agreement. The City of Turlock City Council is not bound by the recommendation of the Evaluation Committee, but it must base any alternative decision made on the price and technical evaluation factors set forth in Section 2.2 of this Part, and may not modify the respective weighting of technical qualifications and price, alter the technical qualifications factors or their established weight or order of importance, or establish or rely on new or additional factors or considerations in making the award.

I. Single Proposal - If only one proposal is received in response to this RFP, information will be requested from the Proposer to enable City of Turlock to perform a cost/price analysis and evaluation and audit in order to determine if the price is fair and

reasonable. Award may be made to a single Proposer if City of Turlock determines that the proposal meets the requirements of this RFP and that the price is fair and reasonable.

J. Authority of Transit Manager - The Transit Manager shall have the authority to negotiate over price and technical matters; conduct a cost/price analysis to determine the fairness and reasonableness of the Price Proposals; assess the price realism of the Price Proposals; review and audit all business records and related documents of any Proposer (including any affiliate or parent company, partner, or joint venture member); contact any client references; and conduct site visits and investigations.

### **3.2 PROPOSAL EVALUATION AND SCORING**

- A. General - City of Turlock will, through its Evaluation Committee, evaluate proposals in response to this RFP, and make its determination as to which proposal offers the best value, on the basis of the Technical Qualifications factors set forth in Section 3.3 and the Price Proposal elements described in Section 3.4.
- B. Scoring – Initial proposals will be evaluated and scored as follows: Technical proposals will be evaluated and scored on the basis of the Technical Qualifications factors in Section 3.3. Price Proposals will then be scored as described in Section 3.4. To determine the overall score and the proposal offering the Best Value, the Technical Qualifications score will count seventy five percent (65%) and the Price Proposal Score will count twenty five percent (25%). In the overall scoring, City of Turlock will give Proposers retaining employees in accordance with California Labor Code Section 1072(a) the preference described in Section 1072(b) of ten percent (10%).

### **3.3 TECHNICAL QUALIFICATIONS EVALUATION FACTORS**

The Technical Qualifications factors are set forth below with their respective weights.

- 1. Management and Technical Competence – The quality of the Proposer’s Key Personnel and its technical and support resources to assure satisfactory performance of all Contract services. This factor will include review and evaluation of the Key Personnel and the proposed management team, the commitment of the Key Personnel to the Project; the Proposer’s approach to management of the services; and the Proposer’s strategies or concepts for enhancing service quality, productivity, and performance. This factor may include a review and consideration of client references and past performance. **(12%)**
- 2. Capability and Experience – The overall quality and extent of the Proposer’s experience in fixed route operations and its demonstrated capability and

performance with similar projects, including the Proposer's record for on-time performance; its safety record; and its overall ability to meet City of Turlock performance requirements. This factor may include a review and consideration of client references and past performance. **(12%)**

3. Approach to Key Cost Drivers – The logic and rationale of the Proposer's strategies and concepts for managing and controlling costs, specifically including the key cost drivers identified in Tab TP-4, or for increasing transit system revenues. This should include an assessment of any cases/examples cited where the Proposer successfully implemented cost control or revenue enhancement strategies. **(12%)**
4. Quality of Staffing Plan and Training Plan – The overall quality of the Proposer's Staffing Plan and Training Plan, including the Proposer's capability of and plans for providing qualified and well trained staff and personnel for the services to be provided and an assessment of the quality and amount of training to be provided to each class of employee. This factor will include an assessment of the Proposer's understanding of the staffing needs and requirements for providing the services required under this RFP and for meeting City of Turlock's performance and quality standards. This factor will also include an assessment of the Proposer's specific plans and programs for promoting employee recruitment, retention and for rewarding employee performance. **(12%)**
5. Quality of Plans and Submittals – The quality and completeness of Proposer's Smart Bus Management and Operations Plan, Safety Program, Transition and Start-up Plan, Innovative Approaches and Technologies proposal, and the overall sufficiency of the submittals required under this RFP. This factor will include an assessment, based on all of the submitted programs and plans, of the Proposer's ability to enhance service quality, safety, and reliability of service and to provide consistently high quality service meeting City of Turlock's standards and the requirements of the Operations Agreement. **(9%)**
6. Financial Viability – The overall financial health of the Proposer, including its liquidity (as measured by standard ratios), its overall financial capacity, its financial reserves, and its credit worthiness. **(8%)**

The first round Technical Qualifications evaluation and scoring will be based on the initial written proposals, using the six (6) evaluation factors set forth above. If interviews and/or discussions are conducted, the results of the interviews will be taken into account in the evaluation and scoring process. In addition, in the evaluation and scoring process, the results of any price realism analysis may be taken into account in the scoring of Technical Qualifications.

### **3.4 PRICE PROPOSALS**

Price Proposals will be evaluated and scored on the basis of the total Contract Price Proposal, which is the sum of the annual prices for the base contract years and the option years, which shall be equal to (A) the Fixed Monthly Fee (Attachment G) times 12 for each year; plus (B) the proposed Rate per Revenue Hour (Attachment G) times the estimated number of Revenue Hours per year; plus (C) the Transition and Start-up Costs (Attachment G); plus

The lowest total Price Proposal will receive the maximum number of points available for the Price Proposal factor, and each other proposal will receive points based on the ratio of its total price to the lowest total price. In addition, as noted above, City of Turlock reserves the right to conduct a price reasonableness and/or price realism analysis of Price Proposals. Results of any price realism analysis conducted may be used in responsibility determinations and in the assessment of a Proposer's performance risk and understanding of contractual obligations.

### **3.5 ANTICIPATED ADVERTISEMENT AND AWARD SCHEDULE**

May 23, 2017	City Council approves draft RFP for advertisement
May 24, 2017	Advertise RFP
June 6, 2017	Site Inspections and Pre-proposal Conference
June 23, 2017	Deadline for Requests for Information (4:00 p.m.)
July 21, 2017	Deadline for Proposals (4:00 p.m.)
July 28, 2017	Scoring Committee Evaluation Process Complete
July 31-Aug 3, 2017	Conduct Interview(s)
August 4, 2017	Issue Notice of Intent to Award
September 12, 2017	City Council approves/rejects award of contract
September 14, 2017	Transitional Period Begins (if applicable)
December 1, 2017	Contracted Services Begin

## **4 Protest Procedures**

### **4.1 Purpose**

The purpose of these procedures is to set forth the procedures to be utilized by City of Turlock in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

### **4.2 General**

In order for a bid protest to be considered by City of Turlock, it must be submitted by an Interested Party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an Interested Party or which is not in accordance with the procedures shall not be considered by City of Turlock, and will be returned to the submitting party without any further action by City of Turlock. In all instances where City of Turlock receives a protest involving a potential contract that will be funded with Federal Transit Administration funds, City of Turlock will notify the Federal Transit Administration of the protest, provide information concerning the nature of the protest, and keep the Federal Transit Administration informed about the status of the protest.

### **4.3 Definitions**

For purposes of these Bid Protest Procedures the definitions in Section 1.2 shall apply.

### **4.4 Grounds for Protest**

Any Interested Party may file a bid protest with City of Turlock on the grounds that:

1. City of Turlock has failed to comply with applicable Federal or State Law; or
2. City of Turlock has failed to comply with its procurement procedures; or
3. City of Turlock has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
4. City of Turlock has issued restrictive or discriminatory specifications.

### **4.5 Contents of Protest**

1. A bid protest must be filed in writing and must include:

- a. The name and address of the protestor.
  - b. The name and number of the procurement solicitation.
  - c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of City of Turlock procurement procedures, or specific term of the solicitation alleged to have been violated.
  - d. Any relevant supporting documentation the protesting party desires City of Turlock to consider in making its decision.
  - e. The desired relief, action, or ruling sought by the protestor.
2. Protests must be filed with:
- City of Turlock  
Wayne York, Transportation Engineering Supervisor  
156 S. Broadway, Suite 150  
Turlock, CA 95380  
Email: wyork@turlock.ca.us
3. All protests must be received at the City of Turlock address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time.
4. If any of the information required by this section is omitted or incomplete, City of Turlock will notify the protestor, in writing, within one (1) Day of the receipt of the protest, and the protestor will be given one (1) Day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

#### ***4.6 Timing Requirements and Categories of Protests***

City of Turlock will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a Solicitation process or in Solicitation documents must be filed no later than five (5) Days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by City of Turlock. Any protest based on such grounds not filed within this period will not be considered by City of Turlock. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
2. Any bid protests regarding the evaluation of Bids or proposals by City of Turlock, or alleging improprieties involving the approval or award or proposed approval or award of a Contract must be filed with City of Turlock no later than five (5) Days after the protestor's receipt of City of Turlock's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of bids or proposals, or the Contract approval or award will not be considered by City of Turlock. City of Turlock will notify all unsuccessful bidders or proposers of its intent to award a Contract to the successful bidder or proposer by email at the same time it notifies the successful bidder or proposer if City Council approval is not required, and at the same time as the publication of the City Council agenda if City Council approval is required.

#### ***4.7 Review of Protest by City of Turlock***

1. City of Turlock will notify the protestor within three (3) days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, City of Turlock will inform the protestor of any additional information required for evaluation of the protest by City of Turlock, and set a time deadline for submittal of such information. If City of Turlock requests additional information and it is not submitted by the stated deadline, City of Turlock may either review the protest on the information before it, or decline to take further action on the protest.
3. In its sole discretion, City of Turlock may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to City of Turlock relative to the merits of the bid protest. City of Turlock will set a time deadline for the submittal of

such comments, which will be no less than five (5) Days after City of Turlock provides notification of the protest.

4. In its sole discretion, City of Turlock may schedule an informal conference on the merits of a bid protest. All Interested Parties will be invited to participate in the conference. Any information provided at the conference will only be considered by City of Turlock in deciding the bid protest if it is submitted to City of Turlock in writing within three (3) Days after the conference.

#### **4.8 Effects of Protest on Procurement Actions**

1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, City of Turlock will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless City of Turlock determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of Bid or proposals, or the approval or award of a contract, City of Turlock will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, City of Turlock reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
  - a. Where the item to be procured is urgently required;
  - b. Where City of Turlock determines, in writing, that the protest is vexatious or frivolous;
  - c. Where delivery or performance will be unduly delayed, or other undue harm to City of Turlock will occur, by failure to make the award promptly; or,

- d. Where City of Turlock determines that proceeding with the procurement is otherwise in the public interest.

#### **4.9 Summary Dismissal of Protests**

City of Turlock reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by City of Turlock in a previous bid protest by any interested party in the same solicitation or procurement action.

#### **4.10 Protest Decisions**

1. After review of a bid protest by appropriate City of Turlock staff and/or legal counsel, a recommendation shall be made to the City of Turlock Transit Manager concerning the appropriate disposition of such protest.
2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and City of Turlock's own investigation and analysis.
3. The decision of the City of Turlock Transit Manager shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the City of Turlock Transit Manager will be issued within thirty (30) Days after the date all relevant information is submitted according to the dealings set forth in these procedures.
4. If the protest is upheld, City of Turlock will take appropriate action to correct the procurement process and protect the rights of the protestor, including solicitation, revised evaluation of bids or proposals or City of Turlock's determination, or termination of the contract.
5. If the protest is denied, City of Turlock will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

#### **4.11 Judicial Appeals**

A protester adversely affected by a bid protest decision under this solicitation may appeal such decision to an appropriate court of the State of California.

#### **4.12 Federal Transit Administration Appeals (Only if Federal funds are used in the procurement)**

1. A protestor adversely affected by a bid protest decision of the City of Turlock Transit Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1, as currently in effect as of the date of City of Turlock's decision on the bid protest. A protestor must exhaust its administrative remedies by pursuing City of Turlock protest procedures to completion before appealing City of Turlock's decision to FTA.
2. Under the provision of the FTA Circular, FTA will only review protests regarding the alleged failure of City of Turlock to have written protest procedures, the alleged failure of City of Turlock to have complied with its protest procedures; or City of Turlock's alleged failure to review a protest when presented the opportunity to do so. FTA will not consider every appeal filed by a protestor merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violation of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
3. In accordance with the FTA Circular, such protest must be filed with FTA's Regional Office no later than five Days after the date when the protestor has received actual or constructive notice of City of Turlock's final decision or within five Days of the date when the protester has identified other grounds for appeal to FTA (i.e., City of Turlock's failure to have or failure to comply with its protest procedures or failure to review the protest).

## 5 Agreement

### AGREEMENT FOR SPECIAL SERVICES

between  
CITY OF TURLOCK  
and

\_\_\_\_\_ for  
TRANSIT OPERATIONS AND MANAGEMENT SERVICES  
CITY PROJECT NO. 16-26

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

#### WITNESSETH:

**WHEREAS**, CITY has a need for fixed route transit and demand-response transit operations and management services; and

**WHEREAS**, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** CONTRACTOR shall operate fixed route and demand-response transit services for CITY in accordance with the routes, schedules and requirements as required by the CITY's Request for Proposals (RFP). CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the RFP attached hereto as Exhibit A and the CONTRACTOR's proposal attached hereto as Exhibit B. CONTRACTOR shall provide Services that are acceptable to CITY.

(a) CITY shall retain the right to modify the operational and management duties and tasks associated with the specified scope of work to include, but not limited to, changes to service area boundaries, routes, schedules, operating hours, fleet and equipment maintenance, coordination of services, reporting requirements and provision of service for special events without such changes requiring an amendment to this Paragraph.

(b) Changes that result in the modification to routines, policies, practices, and procedures in the provision of Services, but result in no increase in costs or revenue hours to CONTRACTOR, shall be considered a "minor" change and not subject to additional payments or financial obligations from CITY.

(c) Changes that result in an increase or decrease in revenue hours in the provision of Services of equal to, or less than, 25% of the revenue hours in effect at the start of the Agreement, shall be considered a "moderate" change with the difference in costs charged at

the existing, hourly revenue rate.

(d) Changes that result in an increase or decrease in revenue hours in the provision of Services that exceed 25% of the revenue hours in effect at the start of the Agreement, shall be considered a “major” change with the difference in costs charged at a rate to be determined through mutual agreement between CITY and CONTRACTOR. In the event a mutually agreeable arrangement cannot be identified, CITY reserves the right to forego implementation of the major change or exercise the option for early termination of the Agreement.

(e) CONTRACTOR shall be liable for all costs resulting from any Service change undertaken that was not properly ordered or approved in writing by CITY. Oral Service change orders are not permitted.

## **2. PERSONNEL AND EQUIPMENT:**

(a) CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR shall reasonably require to accomplish said Services.

(b) CONTRACTOR shall be solely responsible for the satisfactory work performance of all its employees as described in this Agreement or in any reasonable performance standard established by CITY. CONTRACTOR shall be solely responsible for payment of all its employees’ and/or subcontractors’ salaries, wages, and benefits. Other than minimum performance requirements in Paragraph 3 and wage requirements set forth in Paragraph 18, CITY shall have no role in the determination of salaries, wages, benefits, or other terms and conditions of employment.

(c) Without any additional expense to CITY, CONTRACTOR shall comply with the requirements of employee liability, workers’ compensation, unemployment insurance, social security, and the Americans with Disabilities Act (ADA) and any state or federal minimum wage or prevailing wage requirements. CONTRACTOR shall hold CITY harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices, collective bargaining agreements, or statutory, regulatory, or contractual obligations to employees.

(d) CONTRACTOR shall designate a General Manager who shall oversee the proper operation of services under this Agreement and overall performance of the Services. The General Manager shall not be assigned to work on any other project or contract of CONTRACTOR and be 100 percent dedicated to providing services to CITY under this Agreement as specified in Paragraph 62.

(e) CONTRACTOR shall maintain the Key Personnel identified in its Proposal throughout the Agreement Term. The Key Personnel shall include the General Manager and Operations Manager. All of the Contractor’s Key Personnel shall be 100 percent dedicated to providing Services to CITY as specified in Paragraph 62. None of these Key Personnel positions can be combined without the prior written approval of CITY. If CITY approves a variance to the time dedication level of any Key Personnel or a consolidation of any Key Personnel positions, CITY reserves the right to make appropriate adjustments to the

CONTRACTOR's Fixed Monthly Fee, and also reserves the right to reverse or modify any such approval at any time.

(f) CONTRACTOR shall provide and maintain throughout the Agreement Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate Revenue Vehicles, and systems used to perform the Services, and to provide all other services and tasks required in the performance of the Services. CONTRACTOR shall maintain at all times the minimum number of staff identified in Appendix G. The number, qualifications, experience, and class, or position of the personnel provided shall, at a minimum, be in accordance with the Staffing Plan submitted by the CONTRACTOR in its proposal and listed in Exhibit B. CONTRACTOR shall comply with its approved Staffing Plan throughout the Agreement Term. Any modifications in the Staffing Plan shall be submitted to CITY for its review and approval.

(g) All of the CONTRACTOR's employees, at all times while on duty in the performance of service required under this Agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained by CONTRACTOR to give accurate information concerning routes and schedules of services as approved by CITY.

(h) If Services under the Agreement are increased, requiring changes in the number of revenue vehicles, number of routes, length of operating hours and/or service frequency, CONTRACTOR must have available, or be able to acquire within sixty (60) days, any additional personnel required for the provision of such additional service.

(i) CONTRACTOR shall comply with the Training Program provided in their Proposal throughout the term of the Agreement. CONTRACTOR shall develop, maintain and enforce a driving performance and safety evaluation system for bus operators. Bus operators not meeting the minimum performance requirements shall not be eligible to provide Service under this Agreement, nor operate CITY owned revenue vehicles or non-revenue vehicles in any capacity.

### **3. ADMINISTRATIVE CONTROL:**

(a) CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of CITY. Modification of existing policies or adoption of new policies during the term of this Agreement which affect CONTRACTOR's performance of services shall be identified as either minor, moderate or major changes, as appropriate, as identified in Paragraph 1 of this Agreement.

(b) CITY shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR's employees.

(c) CITY shall have the right to require the removal of a CONTRACTOR's employee, including Key Personnel and supervisory staff, from the provision of services under this Agreement for reasonable cause as determined by CITY in its sole and unfettered discretion. Any such demand shall be made in writing and shall be promptly complied with by CONTRACTOR.

**4. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**5. COMPENSATION:** Except as specified in Paragraph 6, CITY agrees to pay CONTRACTOR in accordance with [Appendix G](#) as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and Exhibit B and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed the costs specified in [Appendix G](#).

CONTRACTOR will be compensated for the Revenue Hours, excluding deadhead time, on the basis of its Fixed Monthly Fee and its Rate per Revenue Hour, specified in [Appendix G](#). Deadhead shall be defined as the miles and hours a vehicle travels when out of revenue service, to include travel between the Turlock Regional Transit Center (TRTC) and the CITY's bus parking facilities at the Turlock Corporation Yard.

In the event of an unanticipated and exceptional change in applicable Federal, State or Local laws or regulations after the date of execution of this Agreement that results in additional costs of providing operations services hereunder, the CONTRACTOR may request an adjustment in its Fixed Monthly Fee or rate per Revenue Hour, by submitting a written request to CITY, supported by appropriate documented justification. CITY agrees to review, discuss, and consider in good faith any request of CONTRACTOR under this paragraph, but the decision as to whether or not to agree to such request shall be in the sole discretion of CITY.

Compensation provided to CONTRACTOR shall cover the costs of all Services provided under this Agreement, including: all costs of CONTRACTOR personnel providing management, operations and related services under this Agreement, including all costs of employee wages, salaries, health benefits, retirement, and other employee benefits and all costs of training; all costs associated with the implementation of the plans and programs submitted by CONTRACTOR in its response to the RFP; and the cost of providing additional Non-Revenue Vehicle(s) for support and relief. CONTRACTOR will have no other right or claim to compensation, payment, or reimbursement from CITY, except as otherwise expressly provided in this Agreement. CONTRACTOR shall not be responsible for fuel costs for the CITY owned vehicles used in providing Services under this Agreement or the costs of maintaining and repairing any CITY owned vehicles used for the Services provided under this Agreement, unless derived through damage by CONTRACTOR.

CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONTRACTOR shall submit dated invoices each month to CITY specifying the date, location and service rendered, and the charge therefor. Invoices shall be sent no later than the tenth (10<sup>th</sup>) business day of the month for the prior month's services. Each invoice shall only reflect charges for a single calendar month. Each invoice shall be itemized to include, at a minimum:

- (1) Monthly rate charges (fixed)
- (2) Revenue service hours (variable). Charges shall be directly traceable by CITY to authorized CITY transit services and operator trip sheets.
- (3) Other charges for which prior, written authorization was provided by

CITY, in addition to any fixed or variable costs already authorized, such Special Bus Services and Additional Services outlined in Paragraph 6, and supported through receipts or payment confirmation attached to the invoice.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(3) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONTRACTOR within five (5) working days of dispute settlement.

(4) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**6. SPECIAL OR ADDITIONAL SERVICES.** CITY may, in its discretion, request CONTRACTOR to operate Special Bus Services that are in addition to the routes and services set forth in Exhibit A. Special Bus Services is any request from CITY that requires the use of a bus and driver. Any such request shall be made in writing, and shall be made not less than ten (10) business days in advance of the date the Special Bus Services will be needed. CONTRACTOR shall provide the Special Bus Services requested unless CONTRACTOR demonstrates to the satisfaction of CITY that providing such services would have an adverse impact on its ability to provide the operations required under this Agreement. If Special Bus Services are requested less than ten (10) business days in advance of the date the Special Bus Services are needed, CONTRACTOR agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of base Service provided under the Agreement. Compensation for Special Bus Services shall be in accordance with the Contractor's rate per Vehicle Hour, unless a different rate is agreed upon by the parties. In computing the said total number of hours for each bus, the beginning time shall be the time when the bus leaves where it is parked en route to provide the Special Bus Service and the ending time shall be the time the bus returns to the TRTC or Turlock Corporation Yard.

CITY may request that CONTRACTOR provide additional services in support of transit operations. Any such request shall be in writing, and absent special circumstances shall be submitted at least five (5) business days in advance of the date that the Additional Services will be needed. CONTRACTOR shall provide the Additional Services requested unless CONTRACTOR demonstrates to the satisfaction of CITY that performing such work would have an adverse impact on its ability to provide the operations services required under this Agreement. Additional Services are services not covered by the Agreement or Scope of Work, but which the CITY and CONTRACTOR mutually agree shall be performed by CONTRACTOR. Compensation for Additional Services shall be actual cost incurred to provide the additional services. CONTRACTOR must provide documentation of costs incurred satisfactory to CITY,

plus a 5% administrative overhead fee.

CONTRACTOR is responsible for providing adequate staff and supervision to support Special Bus Services provided or Additional Services performed under this Section.

**7. TERM OF AGREEMENT:** The term of this Agreement shall be for a base term of forty-three (43) months, with two (2) two-year options as specified in Paragraph 8. The base term shall start on December 1, 2017 (Commencement Date), and end on June 30, 2021. The first year of the base term shall run from December 1, 2017 through June 30, 2018, and each subsequent year of the Agreement Term shall run from July 1 through June 30 of the following year, subject to CITY's availability of funds.

**8. EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for two (2) additional two-year term options, on the same terms and conditions, upon providing written notice to CONTRACTOR no later than sixty (60) days prior to the expiration of this Agreement. Any extension authorized under this Paragraph shall be provided by CITY in writing. CITY reserves the right to exercise the option on a month-to-month basis. CITY is under no obligation whatsoever to exercise the use of extension options. In the event CITY elects to extend the Agreement, CONTRACTOR shall provide the Services specified in the Agreement at the rates established for the applicable option year as listed in Appendix G.

**9. INSURANCE:** CONTRACTOR shall not commence work or services under this Agreement until CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONTRACTOR allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$10,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(5) Employee Dishonesty: insurance with a minimum limit of \$100,000. This coverage is to insure all officials, agents and employees with access to funds received by Contractor.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONTRACTOR shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the

active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- :VII.

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insured 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.

**10. INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of CITY.

**11. INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR

shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**12. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONTRACTOR. Upon receipt of a notice of voluntary termination under this paragraph, CONTRACTOR shall place no further orders for supplies, materials or equipment, except that which is necessary to complete the remaining Services, and initiate all necessary and prudent steps to stop the provision of Services at the date and time specified in the notice.

**13. TERMINATION OF STATED EVENT:**

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

(b) Termination by CITY for Default of CONTRACTOR. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONTRACTOR, dishonesty or theft.

(c) Termination by CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONTRACTOR, willful destruction of CONTRACTOR's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONTRACTOR'S Tax Status. If CITY determines that CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

**14. REPLACEMENT SERVICES:** In the event CONTRACTOR is unable to provide Services in full compliance with the requirements of this Agreement due to strike, work stoppage, or other event not caused by CITY and not covered by a provision of this Agreement, CITY may, in lieu of finding CONTRACTOR in default, obtain the services of a replacement operator or provide the Services with its own resources, hereinafter referred to as "Replacement Services." CITY may use such Replacement Services as a substitute for all or any part of CONTRACTOR's Services, and may maintain such Replacement Services in effect until CONTRACTOR is able to resume performance in full compliance with this Agreement. Prior to implementing Replacement Services, CITY shall notify CONTRACTOR in writing and provide CONTRACTOR with five (5) business days to resolve its noncompliance.

CONTRACTOR shall be fully responsible for the cost of such Replacement Services. After implementing Replacement Services, and upon CONTRACTOR's resolution of noncompliance issues, CONTRACTOR shall notify CITY in writing of its intent to resume

provision of Services under the Agreement. This notification shall include a work plan, acceptable to the CITY, which describes the strategy to minimize similar noncompliance issues in the future and ensure the successful continuation of Services.

**15. TRANSITION TO FUTURE CONTRACTOR:** During the duration of the Agreement and up to sixty (60) days following the effective date of termination or expiration of the Agreement, CONTRACTOR shall provide to either the CITY or any CONTRACTOR selected by CITY, CONTRACTOR's full cooperation in the transition to the new provider of Services from one provider to another provider. This shall include, at a minimum, consultation regarding labor and management issues, including a delineation of wages and benefits by employee category, access to non-confidential personnel files and access to transit operations and maintenance records.

CONTRACTOR shall release all CITY owned assets to the new provider of Services, including physical assets such as buses, buildings, keys, and fare equipment, as well as non-physical or intangible assets such as data, digital files or passwords necessary for the provision of Services. CONTRACTOR shall cooperate fully with CITY or any CONTRACTOR selected by CITY, in a smooth transition in the provision of Services from one provider to the other.

**16. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used by CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

**17. SERVICE DISRUPTIONS:** If CONTRACTOR is temporarily unable to provide Services under the Agreement and that failure leads to a service disruption affecting fixed route or demand-response service to the citizens of Turlock, CONTRACTOR shall provide CITY, within twenty-four (24) hours, a written plan to remedy the service disruption and restore services in compliance with the Agreement. In the event CONTRACTOR has reason to believe that a service disruption is likely to occur, CONTRACTOR shall notify CITY immediately and then promptly provide a plan and timetable for addressing the anticipated event.

All service disruptions, regardless of cause, shall be documented and provided to CITY by CONTRACTOR within twenty-four (24) hours of the start of the service disruption event, as well as documented and included along with any other service disruptions in CONTRACTOR's monthly report.

**18. WAGE REQUIREMENTS FOR SAFETY-SENSITIVE PERSONNEL:** The minimum wage for persons employed by CONTRACTOR, or any subcontractors, that perform safety-sensitive functions as specified below, while providing Services under this Agreement, shall not be less than \$15.00 per hour nor less than \$2.00 per hour greater than the legal minimum wage in effect within the City of Turlock at the time the Services are provided. Nothing in this paragraph shall limit or restrict the ability of CONTRACTOR to pay hourly wages in excess of this wage requirement.

The Code of Federal Regulations (CFR) Title 49, Section 655.4 defines safety-sensitive function to mean: "any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- (1) Operating a revenue service vehicle, including when not in revenue service;
- (2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;

- (3) Controlling dispatch or movement of a revenue service vehicle;
- (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- (5) Carrying a firearm for security purposes.”

**19. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

**20. TIME:** Time is of the essence in this Agreement.

**21. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

**22. OBLIGATIONS OF CONTRACTOR:** Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the provision of Services.

**23. OBLIGATIONS OF CITY:** CITY shall be responsible for carrying out its obligations under this Agreement, which include: providing and maintaining revenue vehicles in accordance with this Agreement; providing one (1) non-revenue vehicle; maintaining bus stop signs, benches and shelters; providing fare media including, but not limited to, transfer media and bus passes; providing planning and marketing services, and paying fuel costs for revenue vehicles used in providing services under this Agreement.

**24. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and

other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

**25. OWNERSHIP OF OPERATING REVENUE:** All operating revenue collected by CONTRACTOR is property of CITY. Operating revenue shall include, but not necessarily limited to, monies collected within fare boxes during the provision of Services, as well as monies collected from the pre-sale of tickets and passes. CONTRACTOR shall be responsible for securing, counting, reporting and delivering to CITY, or CITY's agent, all operating revenue in accordance with the terms of this Agreement.

**26. NEWS AND INFORMATION RELEASE:** CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**27. INTEREST OF CONTRACTOR:** CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR warrants that, in performance of this Agreement, CONTRACTOR shall not employ any person having any such interest. CONTRACTOR agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

(a) Conflict of Transportation Interests: CONTRACTOR shall not divert any revenues, passengers or other business from CITY to any taxi or other transportation operation of CONTRACTOR.

(b) Conflicting Use: CONTRACTOR shall not use any vehicle, equipment, personnel, facilities or other resource provided by CITY for performing Services for any use whatsoever other than provided within this Agreement without the prior written approval of CITY.

**28. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONTRACTOR may incur in performing such additional services, and CONTRACTOR shall not be required to perform any such additional services.

**29. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

**30. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall

nevertheless continue in full force without being impaired or invalidated in any way.

**31. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**32. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to CITY under this Agreement. CONTRACTOR shall also provide access examine, inspect, review and assess all materials, data, and reports associated with the provision of Services under the Agreement to the Secretary of Transportation, Comptroller General of the United States, Secretary of the California Transportation Agency, or their authorized representatives, as well as other governmental agencies authorized by CITY.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

Any overpayment or underpayment uncovered in such an audit may be charged or credited (as the case may be) against CONTRACTOR's future payments. In addition, appropriate financial adjustments to future payments shall be made by CITY based upon any inconsistency, irregularity, discrepancy, under-billing, or unsubstantiated billing revealed as a result of the audit. Prior to withholding payment or deducting amounts from future invoices, CITY will give notice to CONTRACTOR and provide CONTRACTOR with an opportunity to state its position on the issue presented and provide corrected or updated information.

**33. GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

**34. HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**35. COMPLIANCE WITH LAWS:** CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**36. CITY BUSINESS LICENSE:** CONTRACTOR will have a City of Turlock business license for the duration of the Agreement.

**37. ASSIGNMENT:** This Agreement is binding upon CITY and CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor CONTRACTOR shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

**38. CITY ACCESS TO EQUIPMENT AND FACILITIES:** CITY shall be permitted access to all CITY owned vehicles, facilities and equipment during the hours of operation and at all other times for the purpose of conducting inspections and maintenance as CITY may deem

necessary for the proper administration of the provisions of this Agreement.

**39. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONTRACTOR without the prior written consent of CITY.

**40. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONTRACTOR shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**41. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_

**for CITY:** **CITY OF TURLOCK**  
**ATTN: MICHAEL G. PITCOCK, P.E.**  
**DEVELOPMENT SERVICES DEPARTMENT**  
**ENGINEERING DIVISION**  
**156 SOUTH BROADWAY, SUITE 150**  
**TURLOCK, CALIFORNIA 95380-5461**  
**PHONE: (209) 668-5520**  
**FAX: (209) 668-5563**

**42. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Wayne York  
Development Services Department  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-6039  
E-mail: wyork@turlock.ca.us

**43. CHARTER SERVICE OPERATIONS:** The contractor agrees to comply with 49 U.S.C. 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.

**44. SCHOOL BUS OPERATIONS:** Pursuant to 49 U.S.C. 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.

**45. 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.

**46. 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 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**47. 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.

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

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

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

**50. NO OBLIGATION BY THE FEDERAL GOVERNMENT:** The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**51. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

**52. SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

**53. FEDERAL PRIVACY ACT REQUIREMENTS:** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

**54. CIVIL RIGHTS:** The following requirements apply to the underlying contract:

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

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

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

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

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

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.

**55. DISPUTES:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in a two tier dispute resolution process:

- (a) A decision shall be provided to CONTRACTOR in writing by the CITY's contract administrator and sent via certified mail to the CONTRACTOR's representative shown in Paragraph 40. This decision shall be final and conclusive, unless within ten (10) business days from the date of receipt, CONTRACTOR mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager, or his designee, shall be provided in writing within ten (10) business days of the receipt of an appeal and shall be both final and binding upon the CONTRACTOR. Unless otherwise directed by CITY, CONTRACTOR shall continue performance under the Agreement while matters in dispute are being resolved.
- (b) Disputes not resolved to the satisfaction of both parties under Subsection (a) shall be submitted to (except as approved below) non-binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules, prior to the filing of any legal action with any court. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages through arbitration. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Turlock, California and both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California.

**56. 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 employees, agents or others for whose acts he 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.

**57. RIGHTS AND REMEDIES:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Turlock and the

Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Turlock is located.

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 City of Turlock 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.

**58. TRANSIT EMPLOYEE PROTECTIVE PROVISIONS:** The Contractor agrees to comply with applicable transit employee protective requirements as follows:

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

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

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

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

**59. DISADVANTAGED BUSINESS ENTERPRISE (DBE):** 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 4.23%.

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 the City of Turlock deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Turlock. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Turlock and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify the City of Turlock, 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 the City of Turlock.

**60. DRUG AND ALCOHOL TESTING:** The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654,

produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Turlock, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually before February 28<sup>th</sup>, electronically via the FTA website at <http://www.transit-safety.volpe.dot.gov/Safety/DAMIS.asp> and by paper copies to: City of Turlock, Development Services Department, Attn: Transportation Engineering Supervisor, 156. S. Broadway, Suite 150, Turlock, CA 95380. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**61. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Turlock requests which would cause the City of Turlock to be in violation of the FTA terms and conditions.

**62. PERFORMANCE BY KEY EMPLOYEES:** CONTRACTOR has represented to CITY that \_\_\_\_\_, General Manager, and \_\_\_\_\_, Operations Manager, will be the individuals primarily responsible for the management, oversight and execution of Services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONTRACTOR. CONTRACTOR therefore agrees that the above-named persons shall devote One Hundred percent (100%) of their working time to this Agreement for the entire term of the Agreement, unless a time dedication level variance is approved in writing by CITY. In the event a time dedication level variance is approved by CITY, CITY reserves the right to rescind such a variance, in writing, at any time and at the CITY's sole discretion. Nothing in this section shall preclude or limit CONTRACTOR from employing additional employees in management and oversight roles not subject to this paragraph.

The Contractor shall not, without prior written notice to and prior written approval by CITY, remove or reassign any Key Personnel identified in its Proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Agreement Term; provided that the Contractor may, following written notice and explanation to CITY, remove any such individual for misconduct or cause pursuant to the Contractor's established personnel policies.

**63. BONDING REQUIREMENTS:**

(a) Performance Bond. -- CONTRACTOR shall procure, at its sole expense, and keep in effect at all times during the Agreement Term, a performance bond equivalent to a minimum of 25% of the cost of service for the then current Agreement year, excluding capital costs, in favor of CITY and executed by a corporate surety with an A.M Best rating of "A" or better and authorized to conduct business as a surety in the State of California. CONTRACTOR shall provide a fully notarized performance bond to CITY within 7 Days after Notice of Award.

CONTRACTOR shall provide any necessary updates, renewals, or modifications to the performance bond on an annual basis thereafter or before each anniversary date of Agreement Award.

(b) Performance Bond Renewal. -- The performance bond must be kept in full force and effect at all times during the Agreement Term. The bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of this Agreement and shall be renewed to provide for continuing liability in the amount set forth in subsection (a) notwithstanding any payment or recovery thereon. Such bond shall not be subject to cancellation except after notice to CITY by registered mail at least forty-five (45) Days prior to the date of cancellation. Failure to maintain such surety bond shall be a default of this Agreement and may, at CITY's discretion, result in cancellation or termination of this Agreement.

(c) Enforcement of Performance Bond. -- If CITY determines that CONTRACTOR has substantially failed to keep and perform the covenants, conditions, and obligations under in this Agreement and the RFP, then CITY may require the Surety to perform, or may exercise or collect or cause to be exercised or collected, the obligations under the performance bond. In such an event, CITY shall notify the Surety and give the Surety an opportunity to perform within a reasonable time certain. If the Surety fails to perform, CITY shall perform and assess the Surety on its bond for the cost of such performance. The cost of such performance includes the costs of all labor and Equipment reasonably necessary to perform the work in the CONTRACTOR's absence.

#### **64. LIQUIDATED DAMAGES:**

(a) Assessment of Liquidated Damages.

(1) In order to promote compliance with schedule and other performance requirements, CITY shall have the right, in its discretion, to assess and collect liquidated damages from CONTRACTOR in accordance with the following provisions of this Section.

(2) CITY may assess liquidated damages on a monthly basis. Assessment will be based on information obtained through electronic fleet reporting equipment, vehicle and facility inspections, ride checks, visual observations, CONTRACTOR observation and such other means as CITY deems appropriate.

(3) CONTRACTOR understands and agrees that if it fails to meet performance requirements of this Agreement, CITY will suffer damages which cannot be quantified as of the date of execution of this Agreement. CONTRACTOR hereby agrees to pay (or to have deducted from its invoices) the liquidated damages amounts stated in this Section. CONTRACTOR further agrees that amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and that such amounts are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss.

(4) CONTRACTOR shall have the opportunity to contest any liquidated damages assessed on the grounds set forth in subsection (c) of this Section, but this shall not affect the right of CITY to deduct the amount of liquidated damages from the monthly amount due the CONTRACTOR, pending resolution of the dispute.

(b) Categories of Liquidated Damages. -- CITY may impose liquidated damages on the

following basis:

(1) Schedule Related Liquidated Damages -- The following liquidated damages may be imposed if, within any calendar month, any of the following incidents occur:

(A) If more than ten (10) percent of the trips on a route depart more than seven (7) minutes, but less than twelve (12) minutes, following the time set forth for departure at any designated time point, the liquidated damages shall be \$750 for that route.

(B) If more than five (5) percent of the trips on a route depart twelve (12) minutes or more following the time set for departure at any designated time point, the liquidated damages shall be \$1,500 for that route.

(C) If more than five (5) percent of the trips on a route depart in advance of the scheduled departure time at any designated time point, the liquidated damages shall be \$750 for that route.

(2) Other Liquidated Damages. -- The following liquidated damages shall be imposed if any of the following incidents occur:

(A) Missed trip -- If a trip is not completed without prior approval from CITY the liquidated damages shall be \$1,000 per occurrence.

(B) Missed last scheduled trip -- If the incomplete scheduled trip is the last run of the day on that route, the liquidated damages shall be \$2,000 per occurrence.

(C) Preventable Accidents -- If CONTRACTOR experiences more than 0.7 Preventable Accidents per 100,000 revenue miles in any month, the liquidated damages shall be \$1,000 for that month. If CONTRACTOR experiences more than 2.5 Preventable Accidents per 100,000 revenue miles in any month, the liquidated dates shall be an additional \$1,000 for that month.

(D) Deficient Vehicle Condition (Entering Service) -- If any Revenue Vehicle is observed leaving the Facility to enter service in an interior deficient Vehicle condition, the liquidated damages shall be \$750 per occurrence.

(E) Deficient Vehicle Condition (In Service) -- If any in service Revenue Vehicle is observed in service in an interior Deficient Condition, the Liquidated Damages shall be \$250 per occurrence.

(F) Uniforms/Grooming -- If CONTRACTOR's employee fails to comply with CITY standards regarding appearance, uniforms or grooming (see RFP Section 1.7), the liquidated damages shall be \$100 per occurrence.

(G) Collecting Correct Fares -- If CONTRACTOR's employee fails to quote the correct fare or does not correctly record the fare collected, the liquidated damages shall be \$100 per occurrence. Liquidated damages for incorrect fare collection may be invoked for each documented occurrence. CITY staff and independent contractors hired by CITY will observe operators

periodically to determine compliance with CITY fare policies.

(H) Late or Inaccurate Reports or Data -- If CONTRACTOR fails to comply with CITY's reporting requirements by either failing to input data into any CITY required software system, submitting reports or data after the due date and time, submitting inaccurate reports or data, or failing to provide information regarding detours as required under this Agreement, the liquidated damages shall be \$500 per occurrence.

(I) Penalties -- If any funding source or regulatory entity penalizes CITY for late, incomplete, or inaccurate data which was CONTRACTOR's responsibility to collect and/or provide to CITY, the liquidated damages shall be the amount of the penalty or lost revenue suffered by CITY.

(J) Valid Complaints -- If more than two (2) Valid Complaints per are received in a given calendar month, the liquidated damages shall be \$1,000 for that month. A Valid Complaint shall be defined as a verbal or written complaint from a citizen regarding a failure of CONTRACTOR to perform a required Service activity that is reasonably substantiated by CITY.

(K) Complaint Processing -- If CONTRACTOR fails to comply with CITY's complaint processing procedure, either by submitting responses after the required time period for responding, or by submitting incomplete or inaccurate information, the liquidated damages shall be \$100 per occurrence.

(L) Incident and Accident Reporting -- If CONTRACTOR fails to report an incident or accident according to City of Turlock Incident/Accident Communication Specification, the liquidated damages shall be \$1,000 per incident/accident.

(M) ADA Requirements -- If CONTRACTOR fails to comply with ADA requirements or with City of Turlock's ADA policies, the liquidated damages shall be \$500 for any incident of ADA noncompliance, including failure to call out major stops and major intersections.

(N) Smart Bus -- If CONTRACTOR fails to log a Vehicle onto the SBS system or Genfare system when leaving the Facility or otherwise commencing operations or entering service the liquidated damages shall be \$500 per occurrence.

(O) Improper Vehicle Parking -- If CONTRACTOR parks in a non-layover zone, violates zone time limits, or incorrectly positions the Vehicle at a bus stop or terminal, the liquidated damages shall be \$250 per occurrence and the CONTRACTOR shall be responsible for any resulting fine.

(P) NTD Trip Reporting -- If CONTRACTOR fails to conduct on-board random trips, as required under the NTD report, the liquidated damages will be \$250 for each missed trip.

(c) Contractor Response and Defenses.

(1) If CONTRACTOR believes it has a defense to any liquidated damages assessed by CITY, it shall provide a written response to CITY within 5 Days after receipt of the assessment, setting forth the evidence or documentation in support of its defense.

(2) CITY may, in its discretion, provide CONTRACTOR with relief (in whole or in part) from any liquidated damages that could be assessed under this subsection if CONTRACTOR provides sufficient evidence or documentation to CITY that the events giving rise to the liquidated damages in question were beyond the CONTRACTOR's control and could not reasonably have been mitigated, due to circumstances such as but not limited to adverse and unusual weather or traffic conditions, or natural disasters or other Force Majeure events. In addition, the CONTRACTOR shall have a defense to liquidated damages in instances where City of Turlock permitted the skipping of stops or other schedule or route deviations, for valid operational reasons.

(3) CITY's current CAD/AVL system does not provide accurate on time performance data and will not assess liquidated damages for on time performance until the system is updated or replaced and data produced from the system is accurate.

(d) Adjustments to Liquidated Damages. -- CITY reserves the right through Amendment to this Agreement, to make adjustments and modifications to the Liquidated Damages thresholds, standards, and assessment amounts during the Agreement Term.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**CITY OF TURLOCK, a municipal corporation**

\_\_\_\_\_

By: \_\_\_\_\_  
Gary Soiseth, Mayor

By: \_\_\_\_\_

or

Title: \_\_\_\_\_

\_\_\_\_\_  
Gary R. Hampton, City Manager

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Michael G. Pitcock, P.E., Development  
Services Director/City Engineer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jennifer Land, City Clerk

## 6 Appendices

### 6.1 *APPENDIX A: FIXED ROUTE SCHEDULES*

**ROUTE 1** CLOCKWISE LOOP

**Countryside**

				
Turlock Transit Center	Countryside & Monte Vista	Monte Vista & Dels	Geer & Minnesota	Turlock Transit Center
6:00	6:07	6:14	6:19	6:25
6:30	6:37	6:44	6:49	6:55
7:00	7:07	7:14	7:19	7:25
7:30	7:37	7:44	7:49	7:55
8:00	8:09	8:17	8:22	8:30
8:35	8:44	8:52	8:57	9:05
9:10	9:19	9:27	9:32	9:40
9:45	9:54	10:02	10:07	10:15
10:20	10:29	10:37	10:42	10:50
10:55	11:04	11:12	11:17	11:25
11:30	11:39	11:47	11:52	<b>12:00</b>
<b>12:05</b>	<b>12:14</b>	<b>12:22</b>	<b>12:27</b>	<b>12:35</b>
<b>12:40</b>	<b>12:49</b>	<b>12:57</b>	<b>1:02</b>	<b>1:10</b>
1:15	1:24	1:32	1:37	1:45
1:50	1:59	2:07	2:12	2:20
2:25	2:34	2:42	2:47	2:55
3:00	3:09	3:17	3:22	3:30
3:35	3:44	3:52	3:57	4:05
4:10	4:19	4:27	4:32	4:40
4:45	4:54	5:02	5:07	5:15
5:20	5:29	5:37	5:42	5:50
5:55	6:04	6:12	6:17	6:25
6:30	6:37	6:44	6:49	6:55
7:00	7:07	7:14	7:19	7:25
7:30	7:37	7:44	7:49	7:55
8:00	8:07	8:14	8:19	8:25
8:30	8:37	8:44	8:49	8:55

**ROUTE 2** COUNTERCLOCKWISE LOOP

**Geer**

				
Turlock Transit Center	Geer & Tuolumne	Monte Vista & Dels	Countryside & Mte Vista Crossings	Turlock Transit Center
6:00	6:04	6:09	6:15	6:25
6:30	6:34	6:39	6:45	6:55
7:00	7:04	7:09	7:15	7:25
7:30	7:34	7:39	7:45	7:55
8:00	8:05	8:12	8:20	8:30
8:35	8:40	8:47	8:55	9:05
9:10	9:15	9:22	9:30	9:40
9:45	9:50	9:57	10:05	10:15
10:20	10:25	10:32	10:40	10:50
10:55	11:00	11:07	11:15	11:25
11:30	11:35	11:42	11:50	<b>12:00</b>
<b>12:05</b>	<b>12:10</b>	<b>12:17</b>	<b>12:25</b>	<b>12:35</b>
<b>12:40</b>	<b>12:45</b>	<b>12:52</b>	<b>1:00</b>	<b>1:10</b>
1:15	1:20	1:27	1:35	1:45
1:50	1:55	2:02	2:10	2:20
2:25	2:30	2:37	2:45	2:55
3:00	3:05	3:12	3:20	3:30
3:35	3:40	3:47	3:55	4:05
4:10	4:15	4:22	4:30	4:40
4:45	4:50	4:57	5:05	5:15
5:20	5:25	5:32	5:40	5:50
5:55	6:00	6:07	6:15	6:25
6:30	6:34	6:39	6:45	6:55
7:00	7:04	7:09	7:15	7:25
7:30	7:34	7:39	7:45	7:55
8:00	8:04	8:09	8:15	8:25
8:30	8:34	8:39	8:45	8:55

**ROUTE 3**  
Olive

	 Pitman HS	 CSUS	 Medical Ctr	
Turlock Transit Center	Christoffersen & Mtn View	Christoffersen & Village Circle	Delbon at EMC	Turlock Transit Center
--	--	--	--	--
6:30	6:35	6:39	6:47	6:55
--	--	--	--	--
7:30	7:35	7:39	7:47	7:55
--	--	--	--	--
8:35	8:41	8:47	8:56	9:05
--	--	--	--	--
9:45	9:51	9:57	10:06	10:15
--	--	--	--	--
10:55	11:01	11:07	11:16	11:25
--	--	--	--	--
12:05	12:11	12:17	12:26	12:35
--	--	--	--	--
1:15	1:21	1:27	1:36	1:45
--	--	--	--	--
2:25	2:31	2:37	2:46	2:55
--	--	--	--	--
3:35	3:41	3:47	3:56	4:05
--	--	--	--	--
4:45	4:51	4:57	5:06	5:15
--	--	--	--	--
5:55	6:01	6:07	6:16	6:25
--	--	--	--	--
7:00	7:05	7:09	7:17	7:25
--	--	--	--	--
8:00	8:05	8:09	8:17	8:25
--	--	--	--	--

**ROUTE 4**  
Colorado

	 Turlock HS	 Crane Park		
Turlock Transit Center	Colorado & Lyons	Alpha & Cottonwood	Colorado & Canal	Turlock Transit Center
6:00	6:05	6:11	6:17	6:25
6:30	6:35	6:41	6:47	6:55
7:00	7:05	7:11	7:17	7:25
7:30	7:35	7:41	7:47	7:55
8:00	8:08	8:14	8:20	8:30
8:35	8:43	8:49	8:55	9:05
9:10	9:18	9:24	9:30	9:40
9:45	9:53	9:59	10:05	10:15
10:20	10:28	10:34	10:40	10:50
10:55	11:03	11:09	11:15	11:25
11:30	11:38	11:44	11:50	12:00
12:05	12:13	12:19	12:25	12:35
12:40	12:48	12:54	1:00	1:10
1:15	1:23	1:29	1:35	1:45
1:50	1:58	2:04	2:10	2:20
2:25	2:33	2:39	2:45	2:55
3:00	3:08	3:14	3:20	3:30
3:35	3:43	3:49	3:55	4:05
4:10	4:18	4:24	4:30	4:40
4:45	4:53	4:59	5:05	5:15
5:20	5:28	5:34	5:40	5:50
5:55	6:03	6:09	6:15	6:25
6:30	6:35	6:41	6:47	6:55
7:00	7:05	7:11	7:17	7:25
7:30	7:35	7:41	7:47	7:55
8:00	8:05	8:11	8:17	8:25
8:30	8:35	8:41	8:47	8:55

**ROUTE 5**  
Lander



Turlock Transit Center	Central Park	Linwood & Lander	Golden State & Minerva	Turlock Transit Center
6:00	6:03	6:11	6:18	6:25
6:30	6:33	6:41	6:48	6:55
7:00	7:03	7:11	7:18	7:25
7:30	7:33	7:41	7:48	7:55
8:00	8:05	8:14	8:21	8:30
8:35	8:40	8:49	8:56	9:05
9:10	9:15	9:24	9:31	9:40
9:45	9:50	9:59	10:06	10:15
10:20	10:25	10:34	10:41	10:50
10:55	11:00	11:09	11:16	11:25
11:30	11:35	11:44	11:51	12:00
12:05	12:10	12:19	12:26	12:35
12:40	12:45	12:54	1:01	1:10
1:15	1:20	1:29	1:36	1:45
1:50	1:55	2:04	2:11	2:20
2:25	2:30	2:39	2:46	2:55
3:00	3:05	3:14	3:21	3:30
3:35	3:40	3:49	3:56	4:05
4:10	4:15	4:24	4:31	4:40
4:45	4:50	4:59	5:06	5:15
5:20	5:25	5:34	5:41	5:50
5:55	6:00	6:09	6:16	6:25
6:30	6:33	6:41	6:48	6:54
7:00	7:03	7:11	7:18	7:25
7:30	7:33	7:41	7:48	7:55
8:00	8:03	8:11	8:18	8:25
8:30	8:33	8:41	8:48	8:55

**ROUTE 6**  
Soderquist



Turlock Transit Center	Tully & Main	West & South	Soderquist & Canal	Turlock Transit Center
6:00	6:06	6:12	6:18	6:25
--	--	--	--	--
7:00	7:06	7:12	7:18	7:25
--	--	--	--	--
8:00	8:08	8:14	8:21	8:30
--	--	--	--	--
9:10	9:18	9:24	9:31	9:40
--	--	--	--	--
10:20	10:28	10:34	10:41	10:50
--	--	--	--	--
11:30	11:38	11:44	11:51	12:00
--	--	--	--	--
12:40	12:48	12:54	1:01	1:10
--	--	--	--	--
1:50	1:58	2:04	2:11	2:20
--	--	--	--	--
3:00	3:08	3:14	3:21	3:30
--	--	--	--	--
4:10	4:18	4:24	4:31	4:40
--	--	--	--	--
5:20	5:28	5:34	5:41	5:50
--	--	--	--	--
6:30	6:36	6:42	6:48	6:55
--	--	--	--	--
7:30	7:36	7:42	7:48	7:55
--	--	--	--	--
8:30	8:36	8:42	8:48	8:55

## 6.2 APPENDIX B: FIXED ROUTE MAP

### System Map



### 6.3 APPENDIX C: VEHICLE LISTING

#### FIXED ROUTE REVENUE VEHICLES

Bus No.	Make	Model	VIN	Length	Funding	In Service	End of Life
1032	Orion	VII	1VHGF3T2456701905	35	Fed	Jan-06	Dec-17
1034 <sup>2</sup>	El Dorado	Aero Elite	1GBG5V1G78F406024	29	Fed	Apr-09	Mar-16
1035 <sup>2</sup>	Glaval	Univ. 450	1FD4E45S48DB59334	26	Fed	Jul-09	Jun-16
1037 <sup>1</sup>	Orion	VII	1VHGF3W24A6706639	35	Fed	Oct-10	Sep-22
1038	Arboc	GM 4500	1GB6G5BGXF1239978	26	Prop1B	Jan-16	Dec-20
1039	Arboc	GM 4500	1GB6G5BG8F1240272	26	Prop1B	Jan-16	Dec-20
1040	Arboc	GM 4500	1GB6G5BG8F1241065	26	Prop1B	Jan-16	Dec-20
1041	Arboc	GM 4500	1GB6G5BGXF1242315	26	Prop1B	Jan-16	Dec-20
1042	Arboc	GM 4500	1GB6G5BGXF1243321	26	Prop1B	Jan-16	Dec-20
1043 <sup>1</sup>	Orion	VII	1VHGF3W2296704657	35	Fed	Apr-09	Mar-21
1044	Orion	VII	1VHGF3W2696704807	35	Fed	Apr-09	Mar-21

<sup>1</sup>Buses 1037 & 1043 were involved in an after-hours bus fire at the Corporation Yard and are currently not functioning.

<sup>2</sup>Buses 1034 & 1035 have exceeded their estimated useful life, but are still operable and used in the provision of fixed route service.

<sup>3</sup>City is planning to purchase additional fixed-route fleet vehicles including three, 28' Champion Transport gasoline powered low-floor buses for delivery in August 2017, plus two CNG 35' Gillig low-floor buses with an estimated delivery in Jan. 2019.

#### DIAL-A-RIDE REVENUE SERVICE VEHICLES

Bus No.	Make	Model	VIN	Length	Funding	In Service	End of Life
1045	Champion	Transport	1FD4E4FS6FDA34615	26	LTF	Mar-17	Feb-22
1046	Champion	Transport	1FD4E4FS7FDA27611	26	LTF	Mar-17	Feb-22

<sup>4</sup>City is planning to purchase additional demand-response fleet vehicles including one, 28' Champion Transport gasoline powered low-floor buses for delivery in August 2017, plus two 28' Champion Transport gasoline powered low-floor buses for delivery in July 2018.

## 6.4 APPENDIX D: FACILITY LISTING



The Corporation Yard (above) at 701 S. Walnut Rd., Turlock, CA 95380, is the location where all contractor related transit activities take place. Buses are stored here overnight and CNG powered buses are fueled at either the slow-fill CNG station (on-site) or the fast-fill CNG station just down the street. The 24'x40' transit dispatch building is identified in red.

The Turlock Regional Transit Center (below) at 1418 N. Golden State Blvd., Turlock, CA 95380, is the start and end of each fixed route and the primary transfer point for regional services. The unimproved area along N. Golden State Blvd. will soon be improved with a new transit building and 77-car parking lot.



## 6.5 APPENDIX E: STAFFING

Proposer's Staffing Matrix							
Position Title	Minimum FTEs* Required	Number of Full-Time Positions (Headcount)	Number of Full-Time FTEs*	Number of Part-Time Positions (Headcount)	Number of Part-Time FTEs*	Total Headcount (Full-Time + Part-Time)	Total FTEs (Full-Time + Part-Time)
<b>Management:</b>							
General Manager	1						
Operations Manager	1						
Training/Safety Manager							
Other Management (Provide Staff Position Detail)							
1							
2							
3							
4							
5							
6							
Customer Service Supervisor							
Customer Service Representatives							
Administrative/Clerical Support (Detail)							
1							
2							
3							
Bus Operators	Variable						
Dispatchers							
Supervisors							
Driver Trainer/Safety Supervisor							
Bus Cleaning Supervisor							
Bus Cleaner							
Other Labor (Provide Staff Position Detail)							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
		0	0	0	0	0	0
* One FTE = 2080 Per Year							

## **6.6 APPENDIX F: EQUIPMENT SUPPLIED BY CITY**

The following equipment is provided by the City:

- Genfare Portable Data Unit (PDU), docking station and probing equipment. This equipment is used for daily probing and fare retrieval from the buses.
- One (1) 2017 Ford Transit 10-passenger vehicle for non-revenue service only
- Five (5) ShoreTel desktop phones. One (1) phone is currently in the General Manager's office while three (3) phones are in the dispatch area. One phone is currently not hooked up.
- One (1) Genfare FastFare Mobile Farebox, mounted on wheels and available for training purposes.
- All bus stop amenities to include signs, benches, shelters and garbage cans.

## 6.7 APPENDIX G: COSTS

Appendix G is available in electronic form as an Excel spreadsheet. Prospective bidders are encouraged to use the electronic version in filling out and tabulating data for inclusion in their eventual bid.

Price

	Base Year 1	Base Year 2	Base Year 3	Base Year 4
Fixed Monthly Cost				
Rate Per Vehicle Hour				

	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Fixed Monthly Cost				
Rate Per Vehicle Hour				

SUBMITTED BY (FIRM):

---

NAME AND TITLE OF AUTHORIZED SIGNER:

---

SIGNATURE OF AUTHORIZED SIGNER:

---

DATE:

---



Start-up Details

**THIS FORM SHOULD REFLECT ALL START-UP COSTS, IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'**

<u>Item</u>	<u>Proposed start-up cost</u>
Utilities/Telephone	
Office supplies	
Operator uniforms	
Relocation costs	
Training costs	
Wage/benefit costs	
Insurance	
Inventory set-up costs	
Leasehold improvements	
Corporate support/profit	
Other miscellaneous costs (describe)	
1	
2	
3	
Recruitment advertising	
Recruitment bonuses	
Outside trainer lodging/travel	
<b>TOTAL *</b>	

Labor Benefits – Full Time

LABOR BENEFITS - FULL TIME		Full Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
	1 General Manager	1						
	2 Operations Manager	1						
	3 Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
	1							
	2							
	3							
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
	1							
	2							
	3							
F	Bus Operators	Variable						
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	Subtotal:	2	0	0	0	0	0	0

Labor Benefits – Part Time

LABOR BENEFITS - PART TIME		Part Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
1	General Manager							
2	Operations Manager							
3	Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
1								
2								
3								
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
1								
2								
3								
F	Bus Operators							
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
Subtotal:		0	0	0	0	0	0	0