



**REQUEST FOR PROPOSALS (RFP)  
FOR THE OPERATION AND MAINTENANCE  
OF FIXED ROUTE, DEMAND RESPONSE,  
COMMUTER & RURAL ROUTE DEVIATION  
PUBLIC TRANSIT SERVICES**

**YUBA-SUTTER TRANSIT AUTHORITY  
MARYSVILLE, CALIFORNIA**

<b>RFP RELEASE DATE</b>	<b>MAY 1, 2019</b>
<b>PROPOSALS DUE</b>	<b>2:00 PM, FRIDAY, MAY 31, 2019</b>
<b>TENTATIVE INTERVIEW DATE</b>	<b>FRIDAY, JUNE 14, 2019</b>
<b>PROJECTED AWARD DATE</b>	<b>JULY 18, 2019</b>
<b>SERVICE START-UP DATE</b>	<b>OCTOBER 1, 2019</b>

**YUBA-SUTTER TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS (RFP)**

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# **PART 1**

# **REQUEST FOR PROPOSALS**

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**PART ONE  
YUBA-SUTTER TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS (RFP)**

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**YUBA-SUTTER TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS (RFP)**

**SECTION I  
GENERAL INFORMATION**

**A. Introduction**

Yuba-Sutter Transit is a joint powers agency that was formed in 1975 by the Counties of Yuba and Sutter and the Cities of Marysville and Yuba City for the purpose of providing public transportation services to the residents of the Bi-County Area. Known as the Hub Area Transit Authority until 1993, all of the Authority's services have been privately operated since its inception. Located in the heart of the Sacramento Valley, just 45 miles north of the State Capitol, the Yuba/Sutter area is a gateway to California's Gold Country. The Marysville/Yuba City Urbanized Area has a population of approximately 125,000 residents and the combined population of the two counties is approximately 174,000.

**B. Service Description**

Yuba-Sutter Transit offers a broad range of public transit services including fixed route, paratransit, rural and intercity commuter services. Within the Marysville/Yuba City Urbanized Area, which also includes the unincorporated communities of Linda and Olivehurst, the Authority provides both fixed route and demand response (Dial-A-Ride) service. Fixed route service is operated from 6:30 a.m. to 6:30 p.m. on weekdays and from 8:30 a.m. to 5:30 p.m. on Saturdays. Dial-A-Ride operates from 6:30 a.m. to 9:30 p.m. weekdays and from 8:30 a.m. to 5:30 p.m. on Saturdays. Daily peak-hour intercity commuter and midday service is provided to downtown Sacramento each weekday. Limited rural fixed route deviation service is offered from the Yuba County foothills and the Cities of Live Oak and Wheatland to Marysville/Yuba City on weekdays. There is no service on Sundays and major holidays. Information brochures for each of these services may be found on the "Contract Opportunities" page under "Transit News" on the Yuba-Sutter Transit website [<https://www.yubasuttertransit.com>].

In the last four years, systemwide ridership has decreased by 23 percent from 1,297,000 one-way passenger trips in FY 2015 to a projected 1,001,000 in FY 2019. Over this same period, systemwide vehicle service hours have increased by 1.5 percent from 91,600 in FY 2015 to a projected 93,000 in FY 2019. Approximately 93,000 vehicle service hours and 1,460,000 vehicle service miles are anticipated for FY 2020. While service changes can be expected over the life of this service contract, the combined level of transit services to be provided are assumed to be held stable for the purpose of this RFP as any modifications can and will be accommodated within the terms of the agreement.

Yuba-Sutter Transit is based in Marysville in an agency-owned maintenance and operations facility with over 14,000 square feet of enclosed maintenance and storage space, 6,000 square feet of office space and lighted parking areas for buses and employee vehicles. The facility includes a 12,000 gallon above ground diesel fuel tank; three card lock controlled fueling positions; and; a separately enclosed wash bay with a hot water pressure washer and a walk-around portable bus washer.

The current contract for management and operation of the Yuba-Sutter Transit system is held by Transdev Services, Inc. and is now scheduled to expire on September 30, 2019. Transdev and its predecessor companies have held this contract since 1998. During the most recent contract year (October 1, 2017 – September 30, 2018), payments to Transdev totaled \$5,330,396 in compensation for all fixed monthly rates, variable hourly rates, any special services provided and revenue vehicle insurance. The current agreement between the Authority and Transdev, including any amendments, is posted on the “Contract Opportunities” page under “Transit News” on the Yuba-Sutter Transit website [<https://www.yubasuttertransit.com>]. Copies of the contractor’s invoices and monthly management reports for a sample three-month period are also posted to this website.

### **C. Fleet**

Yuba-Sutter Transit will provide the successful contractor with a fleet of 51 revenue vehicles ranging in seating capacity from 16 to 57 passengers. A shop truck is also provided to the contractor along with two Chevy Cruz sedans, two hybrid Ford Escapes and one Ford Explorer for road supervision and driver change-outs. The fleet inventory for service vehicles appears as Attachment 4 to this RFP and a schedule of support vehicles is posted on the Yuba-Sutter website. The shop truck and 41 of the buses are diesel powered while the remaining revenue and support vehicles are gasoline powered. While minor fleet changes and vehicle replacements are expected over the life of this contract and it is possible, though unlikely, that the Authority will begin acquiring zero emission buses during the maximum term; the current fleet should be assumed to be unchanged for the duration for the purpose of this RFP as any modifications can and will be accommodated within the terms of the agreement.

All Yuba-Sutter Transit buses are equipped with certain in-vehicle equipment for which the Contractor will be responsible for routine inspection, maintenance, repairs and warranty service as necessary. Current in-vehicle equipment includes, but may not be limited to: wheelchair passenger ramps/lifts and associated equipment; two or three position Sportworks bike racks; REI video surveillance systems; automatic voice annunciator systems; interior and exterior LED signage; mobile data terminals; INIT electronic fare card systems (for the regional Connect Card program); Diamond fareboxes; Wi-Fi routers; and, Motorola digital radios.

### **D. Administration and Funding**

Yuba-Sutter Transit is governed by an eight member board of directors with each being an elected official (City Council Member or County Supervisor) appointed by their respective member jurisdiction. Yuba-Sutter Transit employs an administrative staff of five to provide for the administration, planning, marketing, budgeting, contract monitoring, grant management and community liaison activities of the agency. The service contractor is responsible for all day-to-day operations and maintenance activities including the direct supervision of these activities.

Funding for Yuba-Sutter Transit comes from a combination of federal, state and local sources. Yuba-Sutter Transit currently receives Federal Transit Administration (FTA) funding under Sections 5307 (urban) and 5311 (rural); a portion of the Local Transportation Fund (LTF) revenues that are available to the member jurisdictions; and, all of the State Transit Assistance (STA) funds allocated to the Authority and its member jurisdictions. Approximately 31 percent of the \$7.4 million FY 2019 operating budget is funded from federal sources, 50 percent from state and local

transportation fund sources, 16 percent from passenger fares, and 3 percent from miscellaneous revenues such as advertising and interest on investments.

## **E. Pending Issues**

Implementation of CAD/AVL System: During Summer 2019, a new DoubleMap computer-aided dispatch/automatic vehicle location (CAD/AVL) system will be installed and implemented, including the “TapRide” demand response reservation/scheduling software. A description of the DoubleMap system is posted on the “Contract Opportunities” page under “Transit News” on the Yuba-Sutter Transit website [<https://www.yubasuttertransit.com>].

Revenue Vehicle Replacement: No major service initiatives or fleet expansion projects are planned during the term of this agreement. Currently ordered and/or planned fleet replacement projects include the June 2019 delivery of ten Glaval Titan II demand response buses, the December 2019 delivery of eleven Gillig local fixed route buses and the 2023 replacement of six demand response buses. The planned Vehicle Replacement Schedule is shown on the Fleet Inventory which appears as Attachment 4 to this RFP.

Transit Facility Replacement: During the term of this contract, the Authority expects to undertake a long-range transit facility replacement site study specifically to address the future operation of a fleet of zero emission buses. It is not expected that this effort will result in the occupation of a new transit facility during the term of this contract including any extensions.

Zero Emission Buses (ZEBs): In response to the newly-adopted ZEB requirements of the California Air Resources Board, the Authority is presently developing its compliance plan. Although the timing of ZEB acquisition may be impacted by the availability of funding, it is not presently anticipated that the Authority will receive any such buses during the term of this proposed contract. However, it should be expected that the Authority, at a minimum, will rely on the successful contractor for operational and management input into the ZEB compliance planning process along with siting and design assistance for future ZEB infrastructure on both the existing facility site and any replacement site. ZEB experience will therefore be a criterion in the selection of the successful contractor.

Service Changes: The following service changes have been approved or are under consideration. It is anticipated that these changes will be accommodated within the allowance of up to 20% increase in Annual Vehicle Service Hours without renegotiating the proposed rates with the successful Contractor.

1) Sacramento Commuter Service. Approved by the AUTHORITY’s Board of Directors, the July 1, 2019 changes to the Sacramento Commuter service will include the addition of two new Highway 70 schedules (one AM and one PM) and the elimination of one afternoon Highway 99 schedule along with other minor schedule changes primarily to reflect the current operating environment.

2) Yuba College Sutter County Center Student Shuttle. Expected to begin service in January 2020, this service will operate a one bus express service between the Yuba City campus of Yuba Community College and the Walton Terminal. As envisioned, this no-fare demonstration service will operate on attendance days only during all three semesters of each school year at least through summer semester of 2021.



**SECTION II**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**A. General Information**

The Yuba-Sutter Transit Authority, referred to as “AUTHORITY” herein, is requesting proposals for the management and operation of the Authority’s transit services, which includes the Urban Fixed Routes, Urban Dial-A-Ride, Sacramento Commuter/Midday Routes, and the rural Foothill, Live Oak and Wheatland Routes. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as “OFFEROR” or “CONTRACTOR”.

All proposals are to be prepared in strict conformity with the instructions contained in this RFP and submitted on the forms provided. Unacceptable conditions, limitations, provisions, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal.

Included as Part 2 to this RFP is the TRANSIT OPERATIONS AGREEMENT that will only be revised to insert the successful contractor’s information and specific terms and conditions of this procurement. The successful proposer, if any, will be expected to execute an agreement substantially identical to the agreement attached. Any objections or exceptions to this Agreement must be explicitly stated in an Offeror’s proposal.

The term of this Agreement will be for a base period of four (4) years from October 1, 2019 through September 30, 2023 plus two (2) two (2) year options. All contract periods shall be twelve (12) months in length, running from October 1 through September 30 of the following year. Exercise of options is solely at the discretion of the AUTHORITY.

Part 3 of this RFP is the Scope of Work detailing the services to be provided by the Contractor. All proposals shall be for the complete “turn-key” management and operation of the Yuba-Sutter Transit system, as specified and in all respects, so that the proposal contemplates and ensures a complete “Turn-Key” system such that nothing remains to be purchased, provided or supplied by the Authority, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements of a complete operating system for Yuba-Sutter Transit.

**B. Tentative Schedule**

The schedule and description of significant events relating to this procurement are provided below. Yuba-Sutter Transit reserves the right to modify, at its sole discretion, this schedule and any specific time-of-day deadlines including the start-up date. All dates are 2019 and all times are Pacific Daylight Time (PDT).

<u>Event</u>	<u>Date/Time</u>
1. Release of RFP	May 1, 2019
2. Voluntary Facility Tour	Friday, May 10, 10:00 a.m.
3. Voluntary Pre-Proposal Conference	Friday, May 10, 11:00 a.m.
4. Deadline for Submitting Questions	Friday, May 17, 4:00 p.m.

5. Final Addendum and Response to Questions	Tuesday, May 21
6. <b>Proposals Due (Non-Public Opening)</b>	<b>Friday, May 31, 2:00 p.m.</b>
7. Evaluation Period	June 3 - 12
8. Interviews	Friday, June 14
9. Best and Final Offer Deadline (If Needed)	Friday, June 28
10. Contract Award by the Board of Directors	Thursday, July 18
11. Effective Date of New Service Contract	October 1, 2019

**C. Facility Tour and Pre-Proposal Conference**

A voluntary facility tour and vehicle walk-through will be conducted on Friday, May 10, 2019, beginning at 10:00 a.m. This will be the only opportunity for prospective proposers to walk-through the offices and maintenance areas they will be provided under this contract and to observe typical revenue and support vehicles which they will operate and maintain.

A voluntary Pre-Proposal Conference will be held on Friday, May 10, 2019, beginning at 11:00 a.m. to review the requirements of the Request for Proposals and elicit questions from prospective proposers. While questions will be entertained and responded to, if possible, during the Conference, any questions must also be submitted in writing to ensure proper interpretation of the questions and communication of complete and correction responses to all prospective proposers.

**D. Submission of Questions and Comments**

All questions, comments and communications related to this RFP between prospective proposers and Yuba-Sutter Transit shall be in writing. Questions and comments on this RFP may be submitted in writing to Yuba-Sutter Transit at 2100 B Street, Marysville, California 95901, by FAX to (530) 634-6888 or by email to keith@yubasuttertransit.com. To allow sufficient time to respond to such communications, any questions, requests for interpretations or comments regarding this RFP must be submitted in writing to the Authority's Transit Manager no later than 4:00 p.m. on Friday, May 17, 2019.

Responses to all submitted questions received by this date will be sent to all parties no later than Tuesday, May 21, 2019, as an addendum to this RFP. Addenda will be emailed to potential proposers at the email addresses provided by such parties. Addenda will be sent via FAX to any proposers who do not provide email addresses.

At Yuba-Sutter Transit's sole discretion, responses to any communications may be made available to all known prospective proposers.

**E. RFP Addenda**

Any changes to the RFP requirements will be made by written addenda by the Transit Manager and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be mailed to OFFERORS at the email address provided by OFFERORS. Addenda will be sent via FAX to any proposers who do not provide email addresses. All addenda must be specifically acknowledged in OFFEROR's proposal. Failure to acknowledge receipt of addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

#### **F. Verbal Agreement or Conversation**

No prior or current verbal conversations or agreements with any officer, agent, or employee of the Authority shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement

#### **G. Proposal Submittal Deadline**

Proposals must be received by no later than 2:00 p.m. on Friday, May 31, 2019 at the address below.

Yuba-Sutter Transit  
2100 B Street  
Marysville, CA 95901  
Attn: Transit Manager

If mail delivery is used, proposers should mail early enough to provide for arrival by the deadline. Proposers use mail or courier service at their own risk. Yuba-Sutter Transit will not be liable or responsible for any late delivery of proposals. **Proposals received after the date and time specified will not be considered and will be returned to the proposer unopened.**

Until award of the contract, the proposals will be held in confidence and shall not be available for public review [Government Code Section 6254(h) and (k)]. Upon award of a contract, all proposals shall become public except for financial statements if submitted under separate cover with a request for confidentiality. Such statements shall be disclosed only upon order of a court of competent jurisdiction.

#### **H. Required Submittal Information**

Each OFFEROR must submit one (1) original signed copy, five (5) duplicate copies, and one (1) electronic copy on a flash drive. Submission shall be in a sealed envelope or container marked clearly on the exterior "Transit Service RFP" and the name of the OFFEROR. Proposal submissions must contain sequential page numbers. **Please note that proposals are limited to a total of seventy-five (75) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, and required proposal forms, but shall not include appendices and attachments to the proposal. Proposers are warned against placing material information in appendices and/or attachments.**

**Proposals submitted in response to this RFP are required to be organized pursuant to the Proposal Questionnaire contained herein as Attachment 1. Failure to adhere to this format may result in a proposal being rejected as noncompliant.** The following information must be included in each proposal:

1. Proposal Cover Letter, identifying the Proposing firm and any subcontractors, acknowledging receipt of any addenda, affirming that proposal shall be effective for a minimum of ONE HUNDRED TWENTY (120) days from the date of submission, and identifying the Proposer's responsible individual for negotiations and contract execution;
2. Completed Proposal Questionnaire (Attachment 1) and signed and dated Cost Proposal Form (Section V);
3. Completed, signed and dated contract and proposal certifications (Attachment 3);
4. Written indication of receipt of all RFP addenda, if any, by date issued; and,
5. All proposals must be accompanied by a check for Ten Thousand Dollars (\$10,000.00), and said check must be certified by a bank, and must be made payable to Yuba-Sutter Transit. In lieu of such a check, a proposer may accompany his proposal with a bond for said amount payable to Yuba-Sutter Transit, which bond must be signed by the proposer and by two Sureties, or an authorized surety company, all as provided by law. Such surety or check will be retained by Yuba-Sutter Transit if the successful proposer fails or refuses to enter into a contract awarded him. The surety checks or bonds shall be returned to all proposers within two weeks of the execution of a contract with the selected proposer.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a "prime" contractor and one or more subcontractors, the OFFEROR shall identify all subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime CONTRACTOR, the Authority will enter into an AGREEMENT only with the prime CONTRACTOR who shall be responsible for all services required by the attached AGREEMENT.

Upon award of the contract, all proposals shall be public record (except financial statements, submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction). Information contained in any proposal or information regarding the number or identity of OFFERORS will be made available during the course of normal Authority business hours. Specific requests for proposal information shall be made by request to the Transit Manager and scheduling an appointment.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for a minimum of one hundred twenty (120) days after the final proposal submission date.

#### **I. Representations**

In submitting a proposal, the proposing firm makes the following representations to Yuba-Sutter Transit:

The firm is familiar with all requirements of the general conditions, specifications and instructions and that in submitting a proposal the proposer affirms that they are sufficiently informed in all matters affecting the provision of the services specified, that they have checked the proposal for

errors and omissions; that the price stated in the proposal is correct and as intended and is a complete and correct statement of the proposers price for providing the services described in this RFP and as such services may have been modified in the proposal.

The firm is familiar with all matters affecting the performance of the work under this RFP, including all Federal, state, and local laws, ordinances and regulations.

The firm is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the contract at the stated rates and any award of contract is in reliance on such representations.

The OFFEROR certifies that his/her/its name (as well as the names of any proposed subcontractors) does not appear on the Controller General's List of Ineligible Contractors for federally assisted projects.

#### **J. Withdrawal of Proposal**

Proposals may be withdrawn, either in person or by telegraphic, facsimile (FAX) or written request, at any time prior to the time fixed for the opening of proposals. No proposal will be returned after the date and time set for the opening thereof.

#### **K. Additional Conditions**

##### **1. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

Preparing a proposal in response to this RFP; submitting a proposal to Yuba-Sutter Transit; negotiations with Yuba-Sutter Transit on any matter related to the proposal; and, other expenses incurred by contractor or proposer prior to the date of award of any agreement.

Yuba-Sutter Transit shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. Yuba-Sutter Transit shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

##### **2. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Yuba-Sutter Transit shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

##### **3. Special Funding Considerations**

Any contract resulting from this RFP will be financed primarily with funds available to Yuba-Sutter Transit through the California Transportation Development Act (TDA) and the Federal Transit Administration (FTA). The contract for this service is contingent upon the provision of these funds to the Authority. In the event that service is eliminated or reduced

due to lack of funds, Yuba-Sutter Transit reserves the right to terminate or revise any contract. The successful contractor must comply with all Federal and State requirements regarding funding and grants including compliance with the Federal Contract Clauses, which are contained herein as Attachment 1 to the Transit Operations Agreement in Part 2 of this RFP.

#### **4. Exceptions and Alternatives**

Prospective contractors may not take exception or make alterations to any requirement of the RFP. Exceptions can be cause for the rejection of a proposal.

If alternatives or options are proposed, the prospective contractor must clearly identify such. Yuba-Sutter Transit expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of Yuba-Sutter Transit.

Since Yuba-Sutter Transit desires to enter into one contract to provide all of the intended services, only those proposals to provide all service will be considered responsive.

#### **5. Performance Bond/Security**

A Performance Bond, or other surety approved by Yuba-Sutter Transit in the amount of twenty five (25) percent of the first year contract value will be required after a contract is awarded. Yuba-Sutter Transit reserves the exclusive right, however, to rescind this requirement at any time prior to or during the contract period. The Performance Bond or other approved surety shall be received by Yuba-Sutter Transit within fifteen (15) working days of approval of any contract which may be awarded through this RFP process. At Yuba-Sutter Transit's sole discretion, the award of this contract may be rescinded absent such bond or other approved surety.

#### **6. Non-Exclusivity of Contract**

This contract is not exclusive. Yuba-Sutter Transit has the right to hire others to perform the same or similar tasks.

#### **7. Non-Collusion Affidavit**

By submitting a proposal, the prospective contractor represents and warrants that such a proposal is genuine and not a sham, collusive or made in the interest or in behalf of any person or party not therein named and that the prospective contractor has not directly or indirectly or solicited any other contractor to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the prospective contractor has not in any manner sought by collusion to secure any advantage.

If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the agreement so awarded shall be null and void. The proposer shall be liable to Yuba-Sutter Transit for all loss or damage which Yuba-Sutter Transit may suffer

thereby and Yuba-Sutter Transit may advertise for a new agreement for the services contemplated herein.

#### **8. Conflict of Interest**

By submitting a proposal in response to this RFP, the prospective contractor warrants that he 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 under this agreement; that no appointed or elected official, member or other officer or employee of the County of Sutter, County of Yuba, City of Marysville, City of Yuba City, State of California or of Yuba-Sutter Transit is interested directly or indirectly, in any manner whatsoever in or in the performance of the agreement or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this proposal and/or agreement. Prospective contractor covenants that neither prospective contractor nor, to the best of the prospective contractor's knowledge after diligent inquiry, any director, officer, owner or employee of the prospective contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the agreement hereunder.

In the event that the prospective contractor has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, prospective contractor shall promptly bring such information to the attention of the Transit Manager, prospective contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instruction it receives from the Transit Manager in regard to remedying the situation.

#### **9. Authorized Amendment**

If this contract is not in compliance with Federal laws or State laws, or the laws change, or new requirements are issued that effect funding for this contract, this contract shall be amended to comply with Federal and State laws. Both parties shall execute any documents required to comply with Federal and State law.

#### **10. Applicable Law**

This RFP and any resulting agreements shall be construed and governed in accordance with the laws of the State of California.

#### **11. Lobbying**

With the exception of contacting the Transit Manager to ask questions regarding this RFP or to schedule and participate in a site visit, any party submitting a proposal shall not contact or lobby any Yuba-Sutter Transit board member, employee, or agent regarding the RFP. Any party attempting to influence any part of the proposal, submittal or review process through ex parte contact of any Yuba-Sutter Transit official may have their proposal rejected.

In addition, pursuant to the Byrd Anti-Lobbying Amendment, 31, U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" which is Form 2 in Attachment 3 to this RFP.

## **12. Federal Proposal and Contract Certifications**

The selected firm will be required to complete and submit, prior to the execution of a contract, the following federally-required forms included in Attachment 3.

### Form 1. Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.

FTA requires third party contractors to submit this certificate to the grantee. In addition, any subcontractor doing work valued at \$25,000 or more is required to submit this certificate to Yuba-Sutter Transit.

### Form 2. Certification of Restrictions on Lobbying

FTA requires that each third party contractor submit this certification to the grantee. Any subcontractor doing work valued at more than \$100,000 is also required to submit a certification to the grantee.

### Form 3. Disclosure of Lobbying Activities.

Any third party contractor or subcontractor whose participation exceeds \$100,000 and who is involved in lobbying activities must submit this statement.

### Form 4. Drug-Free Workplace Act Certification.

### Form 5. Non-Collusion Affidavit

### Form 6. Eligible Bidder Certification

## **13. Worker's Compensation Insurance Certification**

The successful contractor shall be required to provide a "Worker's Compensation Insurance Certification" (Attachment 3, Form 7) before commencing work.

## **14. Summary of Insurance & Indemnity Requirements**

The specific insurance and indemnity requirements for any Agreement resulting from this solicitation are in Sections 7 and 9 of the Draft Transit Operations Agreement. A copy of these requirements should be provided to any insurance broker or insurer of the prospective contractor to confirm compliance.



## **SECTION III** **EVALUATION, SELECTION AND AWARD**

### **A. Evaluation of Proposals**

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which meets required qualifications as specified in this RFP and submits the proposal considered most advantageous to Authority based on EVALUATION CRITERIA set forth in below.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine compliance with the requirements and specifications set forth in this RFP. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2. Responsive proposals will be reviewed and scored by an evaluation panel based on EVALUATION CRITERIA set forth below. Ordinal rankings will be assigned to the evaluations done by each panel member and those rankings combined to indicate a preliminary scoring of the proposals. Based on this initial evaluation, a decision will be made whether to recommend awarding a contract without further discussion to the OFFEROR receiving the highest score, or to interview the OFFERORS within the competitive range.

### **B. Interview**

If a decision is made to conduct interviews, OFFERORS within the competitive range will be interviewed on Friday, June 14, 2019. Key management personnel must be available at the interview including, at a minimum, the proposed Site Manager, Maintenance Manager, the next senior manager who would be responsible for this project and a responsible senior management employee who is authorized to bind the firm. Yuba-Sutter Transit may choose, at its sole discretion, to not interview all or any proposers.

### **C. Negotiations and Award**

Upon completion of such interviews, the Authority reserves the right to negotiate with any or all of the proposing firms and to request the submission of "Best and Final" offers. The evaluation panel shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. Proposals will again be assigned a total score based on EVALUATION CRITERIA specified herein.

The Yuba-Sutter Transit Board of Directors will receive a recommendation from the Evaluation Panel based on the results of the proposal evaluation; personal interviews; reference checks; negotiations; and best and final offers, if requested. Such a recommendation is scheduled for the July 18, 2019 meeting of the Yuba-Sutter Transit Board of Directors. That meeting is scheduled for 4:00 p.m. in the Yuba County Board of Supervisors Chambers in the Yuba County Government Center located at 915 Eighth Street in Marysville, California.

The Authority reserves the right to withdraw this RFP at any time without prior notice. Further, the Authority reserves the right to modify the RFP schedule described above. The Authority also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. The Authority expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

**D. Evaluation Criteria**

An evaluation team will be established to review all proposals submitted pursuant to the terms of this RFP. Each proposal will be evaluated and ranked by the evaluation committee based on the following criteria and relative value established by Yuba-Sutter Transit.

<b>Evaluation Criteria</b>	<b>Weight</b>
<u>Category A: Technical</u> <ul style="list-style-type: none"> <li>■ Completeness of the proposal submitted and compliance with the terms and conditions of the RFP (Incomplete or vague proposals may be rejected).</li> <li>■ Demonstrated understanding of the service and maintenance requirements as shown by the contractor's technical proposal</li> </ul>	<b>20 pts</b>
<u>Category B: Financial</u> <ul style="list-style-type: none"> <li>■ Evidence of financial stability and availability of adequate operating resources including a review of the type and level of the proposed insurance policies.</li> <li>■ Amount and reasonableness of proposed monthly and hourly rates including the relative allocation of resources among line items.</li> </ul>	<b>30 pts</b>
<u>Category C: Organization and Management</u> <ul style="list-style-type: none"> <li>■ Experience and qualifications of the proposed local project team including the Site and Maintenance Managers and any other key staff specifically proposed.</li> <li>■ Experience and qualifications of the contractor indicating demonstrated capabilities and expertise in public fixed route and demand responsive transit management and operations based on the proposal and responses to reference checks.</li> <li>■ Commitment to the recruitment, selection, training, supervision and retention of quality employees including the proposed wage and benefit programs.</li> </ul>	<b>50 pts</b>
<b>Subtotal, Awarded Points</b>	<b>100 max</b>
Bidding Preference for retention of prior contractor's employees in accordance with California Labor Code, Sec.1070-1074	<b>10%</b>
<b>Total Possible Points</b>	<b>110 pts</b>

Yuba-Sutter Transit reserves the right to award the contract to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies the needs of the Authority.

## **SECTION IV PROTESTS**

Yuba-Sutter Transit Authority ["AUTHORITY"] policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

AUTHORITY policy and procedure for the administrative resolution of protests is set forth in Chapter X of AUTHORITY's Procurement Policies & Procedures Manual. The Manual contains rules for the filing and administration of protests. The Yuba-Sutter Transit Manager shall furnish a copy of Chapter X upon request. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

### **A. Submittal Procedures**

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Transit Manager by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Transit Manager within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Transit Manager may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

- (a) The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- (b) Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
- (c) Identification of the procurement;
- (d) A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- (e) Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- (f) A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- (g) A statement of the specific relief requested; and

(h) A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this section and any directions included in the solicitation, and shall be addressed to the Yuba-Sutter Transit Manager. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy (CD) in PDF format. In case of a variance in the content of the written and CD submittals, the written version shall prevail.

The Transit Manager, or an impartial officer of a constitute City or County in cases where the conduct of the Transit Manager is called into question, shall conduct the administrative processing of protests filed with AUTHORITY, and shall be responsible for the processing, documenting a protest, and determination of a decision. The Transit Manager shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The Transit Manager shall be responsible for overseeing the decision process and for the content of the decision. The Transit Manager shall ensure that all relevant parties within AUTHORITY have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the AUTHORITY's Board in a decision prior to its issuance.

AUTHORITY may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Transit Manager.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA) or, if received as a subrecipient to the California Department of Transportation (Caltrans), to the Caltrans Division of Mass Transportation, Federal Grants Procurement Branch. The form of notice may be specified by the regional office or Caltrans.

## **B. Protests of the Solicitation Process**

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than the close of normal business hours, ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the Transit Manager shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest, and shall post a notice

of the protest on AUTHORITY's procurement web page. Unless the Transit Manager determines that delay will be prejudicial to the interest of AUTHORITY or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the Transit Manager in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest, and posted to AUTHORITY's procurement web page.

Should the protest be upheld in whole or in substantial part, the Transit Manager may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA), the California Department of Transportation, Division of Mass Transportation, or otherwise appeals the decision of the Transit Manager, as defined below.

Protests received by AUTHORITY after the time periods specified above shall be considered untimely and may be denied on that basis unless the Transit Manager concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

### **C. Protests of the Evaluation Process**

All bidders/proposers will be notified of the recommended award, upon a determination by AUTHORITY staff of a recommendation to be made to the AUTHORITY's Board. This notice will be transmitted to each proposer at the address contained in its proposal form, and shall be posted on the procurement page of the AUTHORITY's website. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
- (c) That the evaluation process conducted by AUTHORITY is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by AUTHORITY at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided below or by applicable law or regulation.

#### **D. Evaluation of Protests**

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Transit Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Transit Manager shall notify parties involved in the procurement as identified above, and such AUTHORITY personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Transit Manager may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Transit Manager shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the State Public Records Act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

#### **E. Decision**

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Transit Manager shall prepare a decision. The decision will contain four parts:

- I. SUMMARY – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- IV. DETERMINATION - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV. Decisions shall be signed and issued by the Transit Manager. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by the State Public Records Act or AUTHORITY's regulations and policies.

## **F. Appeals**

Decisions of the Transit Manager may be appealed to the AUTHORITY's Board by the protestor within five (5) working days after the decision is issued to the protestor. The appeal shall be in writing, addressed to the Board with a copy to the Transit Manager, and shall state with specificity the basis for the appeal. The Transit Manager or designee shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision. The decision of the AUTHORITY Board will ordinarily be issued within fifteen (15) working days of receipt of the appeal; this time period may be extended if necessary to complete an investigation. The decision of the Board shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

## **G. Record of Protest**

Upon receipt of a protest, the Transit Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

The protest file should, at a minimum, include the following:

- I. The protest, including supporting documentation
- II. Record of determination of protest timeliness
- III. Record of internal distribution of protest
- IV. Record of internal responses to protest
- V. Record of legal review
- VI. Determination and findings, including supporting documentation
- VII. Protester response/appeal
- VIII. Result of appeal
- IX. Notice of cancellation of solicitation, if applicable

## **H. Appeal of Protest Decision to the California Department of Transportation**

Under certain limited circumstances, and after the protestor as exhausted all administrative remedies with the Yuba-Sutter Transit Authority [AUTHORITY], an interested party may submit a protest to the California Department of Transportation (Caltrans) pursuant to FTA Circular 4220.1F regarding the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to the proposal due date is 2:00 pm, PDT, Tuesday, May 28, 2019. The deadline for submitting protests to Caltrans after opening/announcement of award is 3:00 pm, PDT, Tuesday, July 16, 2019.

Caltrans review of any protest is limited to:

- 1) Failure of AUTHORITY to have or follow its protest procedures;
- 2) Failure of AUTHORITY to review a complaint or protest; or
- 3) Violations of Federal law or regulation.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester;
- 2) Identify the solicitation/contract number and Yuba-Sutter Transit Authority as the party responsible for the RFP process;
- 3) Contain a statement of the grounds for protest and any supporting documentation;
- 4) Include a copy of the protest filed with AUTHORITY and a copy of AUTHORITY's decision, if any; and
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

California Department of Transportation  
Division of Mass Transportation  
PO BOX 942874 – M.S. 39,  
Sacramento, CA 94274-0001

Protests submitted to Caltrans must be received within five (5) working days of the date the protester learned or should have learned of an adverse decision by the Yuba-Sutter Transit Authority or other basis of appeal to Caltrans.



## **SECTION V** **COST PROPOSAL**

Payment for services under the proposed agreement will be made by the AUTHORITY on the basis of a fixed monthly rate plus an agreed rate per vehicle service hour multiplied by the actual number of vehicle service hours operated in Yuba-Sutter Transit service during the month being invoiced, plus the Fixed Monthly Insurance Rate times the number revenue vehicles assigned to the Contractor. [Often called a “fixed and variable” costing approach.]

### **A. Vehicle Service Hours**

All proposals must be based on an annual total of 95,000 vehicle service hours for each period of the four-year base term of the agreement. The following definition of “vehicle service hours” is provided in the “Definitions” in Part 3, Scope of Work:

**Vehicle Service Hour** – A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the AUTHORITY storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks, lunches, or fueling. A vehicle service hour shall terminate when a vehicle returns to the AUTHORITY storage yard prior to any cleaning, servicing or fueling of the vehicle.

The AUTHORITY reserves the right to direct the operation of up to either twenty percent (20%) more than or twenty percent (20%) less than these projected Annual Vehicle Service Hours without renegotiating the proposed rates with the successful Contractor.

### **B. Cost Proposal**

Contractor shall complete and submit the Cost Proposal Forms contained herein. This form is provided in Microsoft Excel on the “Contract Opportunities” page under “Transit News” on the Yuba-Sutter Transit website [<https://www.yubasuttertransit.com>].

### **C. Compensation in Option Periods**

In the event that either or both of the two, two-year option periods are exercised by the AUTHORITY, the rates of Contractor compensation for each year of such option periods shall be administratively adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) for the immediate preceding February through February twelve-month period, providing that the adjustment shall not be less than two percent (2%) nor greater than four percent (4%).

**YUBA-SUTTER TRANSIT COST PROPOSAL**  
**Page 1**

**Summary of Proposed Costs**

Proposer hereby proposes total costs for management and operation of the Yuba-Sutter Transit services as defined in the Request for Proposals, including any and all addenda, for the Base Term of four (4) years: [Insert Total Proposed Base Term Cost]

Cost: \_\_\_\_\_

\_\_\_\_\_ Dollars [\$\_\_\_\_\_ .00]

**OFFEROR'S Representations & Acknowledgement**

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR.

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of Yuba-Sutter Transit except for those duties and responsibilities of the AUTHORITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of one hundred twenty (120) calendar days from the Proposal Due Date of May 31, 2019.

NAME OF PROPOSING FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE FOR NEGOTIATIONS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE OF SIGNER: \_\_\_\_\_

DATE: \_\_\_\_\_

# YUBA-SUTTER TRANSIT COST PROPOSAL

## Page Two

Proposing Firm: \_\_\_\_\_

### PROPOSED BASE PERIOD COST FORMULA

This Cost Proposal Form is to be used to submit the proposed contractor's firm cost proposal for all work described in the RFP and Scope of Work. The detailed Cost Breakdowns of the Cost Proposal Form should be consistent with proposed Cost Per Vehicle Service Hour and Monthly Fixed Costs.

This table auto-fills from Hourly and Fixed Cost Tables. Do not overwrite formulas.

COST FORMULA	Period One [12 Months]	Period Two [12 Months]	Period Three [12 Months]	Period Four [12 Months]
1. Cost per Vehicle Service Hour	\$0.00	\$0.00	\$0.00	\$0.00
2. Monthly Fixed Cost	\$0.00	\$0.00	\$0.00	\$0.00
Projected Annual Veh Svc Hours	95,000	95,000	95,000	95,000
3. Annual Veh Svc Hour Cost	\$0	\$0	\$0	\$0
4. Annual Fixed Costs	\$0	\$0	\$0	\$0
<b>TOTAL COST (3+4)</b>	\$0	\$0	\$0	\$0

### PROPOSED VEHICLE SERVICE HOUR COSTS

TOTAL COSTS BY CATEGORY	Period One	Period Two	Period Three	Period Four
Driver Wages				
Driver Fringe Benefits				
Maintenance Parts & Supplies				
Cleaning & Servicing Supplies				
Lubricants & Fluids				
Other(specify)				
<b>TOTAL VEH SVC HOUR COSTS</b>	\$0.00	\$0.00	\$0.00	\$0.00

### PROPOSED INSURANCE RATE PER REVENUE VEHICLE

TOTAL COSTS BY CATEGORY	Period One	Period Two	Period Three	Period Four
Proposed Monthly Rate Per Revenue Vehicle for Vehicle and General Liability Insurance				

**YUBA-SUTTER TRANSIT COST PROPOSAL**

**Page Three**

Proposing Firm: \_\_\_\_\_

**PROPOSED FIXED COSTS**

(Note: Costs shown are to be the total fixed costs by category)

MONTHLY FIXED COST BREAKDOWN	Period One [12 Months]	Period Two [12 Months]	Period Three [12 Months]	Period Four [12 Months]
Site Manager Wages				
Site Manager Benefits				
Maintenance Manager Wages				
Maintenance Manager Benefits				
Operation Supervisor Wage				
Operation Supervisor Benefits				
Road Supervisor Wages				
Road Supervisor Benefits				
Office Clerk/Manager Wages				
Office Clerk/Manager Benefits				
Dispatch/Info/Clerical Wages				
Dispatch/Info/Clerical Benefits				
Mechanic Wages				
Mechanic Benefits				
Other Maintenance/Service Wages				
Other Maintenance/Service Benefits				
Trainer Wages				
Trainer Benefits				
Other Wages (Specify Position)				
--				
--				
--				
Other Fringe (Specify Position)				
--				
--				
--				
Physicals/Drug Testing				
Safety				
Uniforms				
Non-Revenue Vehicles				
Office Materials/Supplies				
Business License/ Taxes				
Performance Bond				
Accounting				
<b>INSURANCE:</b>				
Collision/Comprehensive				
Workers Compensation				
Non-Revenue Vehicle Insurance				
Fidelity Bond (or Option)				
Other (Specify):				
Start Up Costs				
Start Up Training Vehicle Costs				
Overhead				
Management Fee/Profit				
<b>TOTAL FIXED COSTS</b>	\$0	\$0	\$0	\$0

[Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.]

**ATTACHMENT 1**

**YUBA-SUTTER TRANSIT PROPOSAL QUESTIONNAIRE**

Submitted proposals must respond to each of the following questions in the order presented. Proposals that do not address each question may be considered non-responsive and rejected. Responses must be submitted on paper separate from this questionnaire. Where a tabular format for an answer is specified, the proposer must provide a response for each column and row heading and may use the term "Not Applicable" where appropriate. Proposers should note that the Scope of Work contains minimum requirements for some areas which proposer is required to address in this questionnaire. Submittals not addressing such minimum requirements may be considered non-responsive and rejected.

**A. Experience and Qualifications**

1. For the Proposing Firm and each Subcontractor, provide the following information:

Firm Name  
Address (Street Address, City State ZIP)  
Authorized Representative (including title, phone number, email address )  
Fax Number  
Description of work to be performed  
Is firm a qualified DBE? If yes, provide Qualifying Agency  
Annual dollar value of proposed participation

2. Provide a statement of your firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy.
3. List any recent relevant experience that your firm has providing and/or managing publicly funded fixed route, demand-response and commuter services. For each system, list dates of service, annual vehicle service hours, number of revenue vehicles, number of annual passengers, and the name and telephone number of contact individual at the sponsoring agency who can verify service. Attach additional descriptive material, if necessary; however, the following information must be included at a minimum.

<u>System Name &amp; Address</u>	<u>Dates of Service</u>	<u>Type of Service</u>	<u>Annual VSH's</u>	<u>Number of Revenue Vehicles</u>	<u>Annual Passengers</u>	<u>Contact Name</u>	<u>Phone Number</u>
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4. Submit any certifications, as appropriate, documenting that the proposing firm or any subcontractor is a Disadvantaged Business Enterprise (DBE).
5. Attach financial statements (last year-end income statement and balance sheet and most current interim income statement) in the following descending order of preference:
- (a.) Statements audited by a certified public accountant (CPA) or government auditing agency or 10K Report.
  - (b.) CPA-reviewed statements

(Information on the firm's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality unless a court of competent jurisdiction orders disclosure.)

6. Are there past, current or pending financial/legal issues that might jeopardize your firm's ability to provide services per the requirements of the attached agreement at the prices quoted by you for the term? (Answer "yes" or "no". If the answer is "yes", give details.)
7. Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer "yes" or "no". If the answer is "yes", give details.)
8. Has any public transit operator, since July 1, 2009, terminated a contract with your firm prior to the contract's intended expiration date? Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.
  - (a.) Transit operator name and address
  - (b.) Name and telephone number of the primary contract administrator for said transit operator.
  - (c.) Explanatory information.
9. Indicate additional management, operating and/or technical resources possessed by your firm which would be available for Yuba-Sutter Transit to draw upon should the use of such resources be considered by the Authority to be of benefit to the system. If such resources would entail additional cost to Yuba-Sutter Transit, provide that cost.

## **B. Personnel**

1. Submit the names, qualifications, availability and criminal background checks for the candidates for Site Manager, Maintenance Manager and any other responsible senior management employees directly responsible for management of the proposed project. Indicate the name, qualifications and location of the individual proposed to conduct training and safety activities. Generally describe the other personnel who will participate in the performance of this contract, such as years of experience, skill and availability. Names of management personnel being proposed shall be kept confidential if requested.
2. Describe how the proposed operation would be organized. An organization chart must be attached indicating all job classifications in the organization and the number of employees (split between full- time and part-time) which would be used in each job classification. Provide a brief description of the duties of each position. Provide any information on the firm's personnel or management approach that would assist in determining the quality of the proposed organizational approach.
3. For each job classification shown in the organization chart submitted above, list the proposed wage scale include both training and starting wages, if different. Include any budgeted step increases, cost of living adjustments and/or wage scale increases and the time period between such increases. In addition, use the following format to show the average wage scale used to develop the proposal budget.

<u>Job Classification</u>	<u>Number of Positions</u>	<u>Total</u>		<u>Average Hourly Wage</u>			
		<u>Labor Hours</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>	

4. Please describe the proposed fringe benefit package in detail including a description of each benefit to be provided including, but not limited to the availability and value of such potential items as vacation; sick leave; holidays; and, health coverage such as medical, dental, vision and disability. This description must include the dollar value of such benefits; the employee cost or percentage share of those costs; the positions to which they apply; minimum employee eligibility requirements; whether it is employee-only or full dependent coverage; the specific coverage description; and, how long an employee must wait to begin receiving the benefit. The above list of possible benefits is for illustration purposes only and is not intended to prescribe the type or value of the benefits to be provided to any or all project employees. This level of detail, however, is essential for the fair and complete evaluation of the proposals received.
  
5. What is your firm's intention regarding the use of the current contractor's employees subject to the provisions of California Labor Code Sections 1070-1074?

In accordance with applicable State Labor Codes, Yuba-Sutter Transit shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. Information including the current number of employees, wages, benefit levels, and job classifications of employees performing services under the existing contract shall be made available upon request to any entity that the awarding authority has identified as a bona fide bidder.

To receive this preference, the successful contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

**C. Operational Approach**

1. Provide an overview of your start-up approach and transition plan from the existing contractor to the new contractor and attach an implementation schedule outlining the steps to be taken up to the point of the beginning of the operation of the service. This transition plan must demonstrate that the proposer has thoroughly considered all that needs to be done to transition to the new contract with minimal service disruption and minimal assistance from Yuba-Sutter Transit staff. The start-up plan is to assume that the contract is awarded on July 18, 2019 and that the first day of service under the new contract will be Tuesday, October 1, 2019
  
2. In three pages or less, outline the proposed driver training and safety program for new drivers and the retraining program for veteran drivers. Include an outline of the topics covered; the time devoted to each; number of classroom hours; number of behind-the-wheel hours with trainers; number of driving hours in regular service with a trainer or instructor; and, the amount of time devoted to customer relations and sensitivity training. Proposers should be careful to note the requirements for General Public Paratransit Vehicle (GPPV) driver certifications.

3. Submit a brief description of the training program for dispatchers and telephone receptionists including an outline of topics covered and time devoted to each topic. The description must address customer relations and sensitivity training in addition to other topics that might be covered.
4. Submit a description of the scheduling, dispatching and public information process proposed for Yuba-Sutter Transit's services and how your firm will train in the new DoubleMap and TapRide software. Describe the proposed public information hours and the minimum staffing levels to be maintained through the service day on weekdays and Saturdays.
5. Describe your firm's proposed program to accommodate driver "no shows", absenteeism, vacations and turnover of employees. What assurance does Yuba-Sutter Transit have that sufficient, fully-qualified drivers will always be available as needed?
6. Describe how your firm would monitor the quality of the service provided under this contract.
7. Describe the proposed Management Information System that will be used to report operational and financial data including the necessary fixed route and demand response surveys under the National Transit Database system as required in the "Scope of Work".

**D. Maintenance, Safety and Insurance**

1. Describe your firm's proposed vehicle maintenance services and repair program including inspection schedules, staffing levels (by classification), repair capabilities, cleaning and washing schedules.
2. Describe in detail your firm's proposed Preventive Maintenance and Inspection (PMI) program for all buses, components and equipment used in transit service. Attach examples of the proposed documents to be used in the PMI program. Description of PMI program should include both mileage and time intervals.
3. Has your firm, or a system managed by principals from your firm, received an "unsatisfactory" rating from a law enforcement or other regulatory agency during the past three (3) years for maintenance, records or facility deficiencies for public fixed route or demand response services? If the answer is "yes", state specifically what happened, the circumstances, what remedial measures were taken to correct the problem and any other pertinent details.
4. Has your firm, or a public transit system managed by principals from your firm, been cited, fined, or ordered to stop operations at any time over the past seven (7) years from any regulatory agency for improper maintenance, CHP inspection failure or for accidents caused by improper maintenance. If the answer is "yes", state specifically what happened, the circumstances, what remedial measures were taken to correct the problem and any other pertinent details.
5. List the number of total vehicle miles between preventable collision accidents for systems operated by your firm during each of the past three consecutive years. Identify separate figures for fixed route and demand response service.



6. Are there any recent, current or pending litigation involving public transit services operated by your firm due to accidents involving death or serious injury? ("Recent" shall be defined as any judgment entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit.) If the answer is "yes", give details, to the extent allowed, including court and number of each case.
7. Provide a detailed statement indicating the proposed insurance program by type, dollar amount, deductible levels and the method of cost calculation being careful to note the unique insurance provisions of the attached Draft Transit Operations Agreement.

**E. Miscellaneous Requirements**

1. Provide the proposed cost per vehicle service hour for extra services, as defined in Paragraph 6 of the draft agreement, for each year of the proposed agreement.
2. Describe the amount and method of calculation for early payment discounts if any are being offered. Proposers should note the standard invoice and payment schedule contained in Paragraphs 11 and 12 of the draft agreement in responding to this question.
4. Please list and price any other items you propose to offer as an option in addition to the items required by this RFP, the Draft Agreement and the Scope of Work.
5. Briefly summarize why you consider your firm to be the best qualified to perform this contract, indicating any new or creative ideas or details not mentioned earlier that would provide Yuba-Sutter Transit with a high quality, safe, efficient and responsive transit operation.
6. Complete and submit Cost Proposal Form (Part V)
7. Complete and submit the required proposal and contractor certifications found in Attachment 3.

**ASSURANCE OF ABILITY TO PERFORM:** Yuba-Sutter Transit may require parties submitting proposals to supply additional information concerning such parties' ability to perform under this contract. Failure to supply any such additional information in a timely manner upon request may be cause to reject the proposal.

## ATTACHMENT 2

### YUBA-SUTTER TRANSIT AUTHORITY CURRENT LABOR AND BENEFIT INFORMATION (Projected as of September 30, 2019)

#### **BENEFITS**

##### **The following benefits are available to all Transdev employees:**

**PTO:** Employees accrue forty (40) hours of Paid Time Off (PTO) annually during the first year of full-time employment and eighty (80) hours of PTO each year thereafter. Employees also receive pay for three (3) floating holidays each year.

**SICK LEAVE:** All employees shall receive pay for three (3) days of sick leave each year.

**CIVIC LEAVE:** Employees required to serve on jury duty will be paid at the employee's regular base rate for three (3) days per calendar year.

**BEREAVEMENT LEAVE:** An employee shall be granted up to three (3) days with pay to attend a funeral.

**HEALTH BENEFITS:** The Company offers medical, dental and vision coverage to employees with a company contribution.

**401K/RETIREMENT:** Matching formula pays 50% for every dollar deferred up to 6% of the individual's gross pay. Combined contributions are vested according to a five (5) year plan at 20% per year.

##### **In addition to the above benefits, technicians receive the following:**

**SHOE ALLOWANCE:** Technicians receive \$150 annual shoe allowance.

**TOOL ALLOWANCE:** Technicians receive \$300 annual tool allowance.

**ASE BONUS:** Technicians receive \$100 per current ASE certificate annually, with Master ASE technicians receiving \$2,000.

#### **WAGES**

*Note: Transdev employees at the Yuba Sutter Transit Authority location are non-bargained. Wages and benefits are expected to increase each year according to scheduled increases and California Minimum Wage Law.*

## Transdev - Yuba Sutter Transit Authority Employee List

Position	Hire Date	FT/PT	Pay Rate as of 9-30-2019
General Manager	N/a	FT	EXEMPT - confidential
Operations Manager	N/a	FT	EXEMPT - confidential
Maintenance Manager	N/a	FT	EXEMPT- confidential
Assistant Operations Manager	5/15/2000	FT	\$22.50
Training/Safety Supervisor 1	12/17/2012	FT	\$21.75
Training/Safety Supervisor 2	6/7/1999	FT	\$21.75
HR/Office Manager	4/19/2003	FT	\$24.50
Dispatcher 1	12/15/2008	FT	\$21.25
Dispatcher 2	09/24/2001	FT	\$21.25
Dispatcher 3	04/28/2003	FT	\$21.25
Dispatcher 4	11/5/2007	FT	\$21.25
Dispatcher 5	2/18/2014	FT	\$21.25
Dispatcher 6	3/5/2012	FT	\$21.25
Technician 1	7/16/2012	FT	\$31.00
Technician 2	8/22/2016	FT	\$26.50
Technician 3	5/8/2006	FT	\$26.50
Technician 4	1/3/2018	FT	\$25.50
Technician 5	12/17/2018	FT	\$24.00
Technician 6	1/24/2019	FT	\$24.00
Technician 7	6/26/2017	FT	\$17.00
Technician 8	9/19/2017	FT	\$20.00
Utility Worker 1	8/9/2002	FT	\$15.00
Utility Worker 2	4/11/2014	FT	\$12.00
Utility Worker 3	2/6/2017	PT	\$12.00
Utility Worker 4	02/06/2017	PT	\$12.00
Utility Worker 5	06/19/2017	PT	\$12.00
Utility Worker 6	7/5/2017	PT	\$12.00
Utility Worker 7	8/6/2018	PT	\$12.00
Utility Worker 8	8/6/2018	PT	\$12.00
Parts Clerk	9/18/2009	FT	\$20.85
Operator 1	10/04/1985	FT	\$20.55
Operator 2	02/23/1987	FT	\$20.55
Operator 3	12/07/1999	FT	\$20.55
Operator 4	10/12/2000	FT	\$20.55
Operator 5	01/13/2003	FT	\$20.55
Operator 6	10/04/2003	FT	\$20.55
Operator 7	10/20/2003	FT	\$20.55
Operator 8	12/07/2003	FT	\$20.55
Operator 9	07/06/2005	FT	\$20.55
Operator 10	10/24/2005	FT	\$20.55

Operator 11	6/19/2006	FT	\$20.55
Operator 12	10/31/2006	FT	\$20.55
Operator 13	5/14/2007	FT	\$20.55
Operator 14	5/14/2007	FT	\$20.55
Operator 15	7/9/2007	FT	\$20.55
Operator 16	9/5/2007	FT	\$20.55
Operator 17	9/17/2008	FT	\$20.55
Operator 18	9/17/2008	FT	\$ 20.55
Operator 19	12/15/2008	FT	\$ 20.55
Operator 20	3/16/2009	FT	\$20.55
Operator 21	7/28/2009	FT	\$ 20.55
Operator 22	8/10/2009	FT	\$20.55
Operator 23	2/5/2010	FT	\$ 20.55
Operator 24	2/5/2010	FT	\$20.55
Operator 25	2/5/2010	FT	\$20.55
Operator 26	8/30/2010	FT	\$20.55
Operator 27	8/30/2010	FT	\$20.55
Operator 28	8/30/2010	FT	\$20.55
Operator 29	3/5/2012	FT	\$20.55
Operator 30	10/22/2012	FT	\$20.55
Operator 31	10/22/2012	FT	\$20.55
Operator 32	10/22/2012	FT	\$ 20.55
Operator 33	12/17/2012	FT	\$20.25
Operator 34	12/17/2012	FT	\$ 20.25
Operator 35	12/17/2012	FT	\$20.25
Operator 36	12/17/2012	FT	\$20.25
Operator 37	11/4/2013	FT	\$19.70
Operator 38	8/30/2010	FT	\$19.70
Operator 39	10/20/2005	FT	\$19.70

Operator 40	12/23/2013	FT	\$19.70
Operator 41	4/21/2014	FT	\$19.70
Operator 42	4/21/2014	FT	\$19.70
Operator 43	6/19/2014	FT	\$19.70
Operator 44	6/18/2014	FT	\$19.70
Operator 45	8/26/2013	FT	\$19.70
Operator 46	10/13/2014	FT	\$19.70
Operator 47	10/13/2014	FT	\$19.70
Operator 48	12/23/2013	FT	\$18.90
Operator 49	6/3/2015	FT	\$18.90
Operator 50	01/26/2016	FT	\$17.90
Operator 51	2/9/2016	FT	\$17.90
Operator 52	10/17/2016	FT	\$17.90
Operator 53	11/14/2016	FT	\$17.20
Operator 54	04/17/2017	FT	\$17.20
Operator 55	05/09/2017	FT	\$17.90
Operator 56	06/19/2017	FT	\$17.20
Operator 57	08/01/2017	FT	\$17.20
Operator 58	11/06/2017	FT	\$16.40
Operator 59	03/27/2018	FT	\$16.40
Operator 60	03/01/2018	FT	\$16.40
Operator 61	07/03/2018	FT	\$16.40
Operator 62	07/03/2018	FT	\$16.40
Operator 63	10/03/2018	FT	\$16.40
Operator 64	Open	FT	\$16.40
Operator 65	Open	FT	\$16.40
Operator 66	Open	FT	\$16.40

### ATTACHMENT 3

#### YUBA-SUTTER TRANSIT AUTHORITY FEDERAL PROPOSAL & CONTRACT CERTIFICATIONS

The following forms are to be completed and submitted in the Offeror's proposal. Copies of these forms in Word are posted to the "Contract Opportunities" page under "Transit News" on the Yuba-Sutter Transit website [<https://www.yubasuttertransit.com>].

1. Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
2. Certification of Restrictions on Lobbying
3. Disclosure of Lobbying Activities

[No form is provided and this disclosure statement is required only from contractors or subcontractors whose participation exceeds \$100,000 and who is involved in lobbying activities.]

4. Drug-Free Workplace Act Certification
5. Non-Collusion Affidavit
6. Eligible Bidder Certification
7. Worker's Compensation Insurance Certification

FORM 1

**YUBA-SUTTER TRANSIT AUTHORITY  
CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING THIS CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**YUBA-SUTTER TRANSIT AUTHORITY  
INSTRUCTIONS FOR FORM 1**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement of Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



FORM 2

**YUBA-SUTTER TRANSIT AUTHORITY  
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

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

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

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

**FORM 4**

**YUBA-SUTTER TRANSIT AUTHORITY  
DRUG-FREE WORKPLACE CERTIFICATION**

---

COMPANY/ORGANIZATION NAME \_\_\_\_\_

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

---

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_

EXECUTED IN THE COUNTY OF: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FEDERAL I.D. NUMBER: \_\_\_\_\_

FORM 5

YUBA-SUTTER TRANSIT AUTHORITY  
NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_,

Being first duly sworn, deposes and says:

That he is \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_ (Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said Bid price, or of that of any other proposer, or to secure any advantage against the Yuba-Sutter Transit Authority or any person interested in the proposed contract; and that all statements in said Bid are true.

That neither any officer, director or employee of the Yuba-Sutter Transit Authority is in any manner interested, directly or indirectly, in the Bid to which this Non-Collusion Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: \_\_\_\_\_

Name of Bidder

Official Address:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

**FORM 6**

**YUBA-SUTTER TRANSIT AUTHORITY  
ELIGIBLE BIDDER CERTIFICATION**

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 hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

The certification in this clause is a material representation of fact relied upon by the Yuba-Sutter Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Yuba-Sutter Transit Authority, 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.

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Bidder/Proposer

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Official Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM 7**

**YUBA-SUTTER TRANSIT AUTHORITY  
WORKER'S COMPENSATION INSURANCE  
CERTIFICATION**

The Contractor shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish Yuba-Sutter Transit with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

---

Signed (Contractor)                      Date

---

Print Name and Title

**PART 2**

**DRAFT TRANSIT  
OPERATIONS AGREEMENT**

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**PART TWO  
TRANSIT OPERATIONS AGREEMENT BETWEEN THE  
YUBA-SUTTER TRANSIT AUTHORITY  
AND  
[            ]**

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## YUBA-SUTTER TRANSIT AUTHORITY TRANSIT OPERATIONS AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the YUBA- SUTTER TRANSIT AUTHORITY, hereinafter referred to as "AUTHORITY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

### WITNESSETH:

WHEREAS, on \_\_\_\_\_, 2019, the AUTHORITY Board of Directors authorized the release of a Request for Proposals (RFP) for the operation and maintenance of specified transportation services; and,

WHEREAS, CONTRACTOR submitted a proposal dated \_\_\_\_\_, 2019 in response to the said RFP to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "Best and Final Offer" dated \_\_\_\_\_, 2019; and,

WHEREAS, AUTHORITY has determined that CONTRACTOR has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide AUTHORITY's transportation services; and,

WHEREAS, the subject RFP is attached to this agreement as Exhibit B and CONTRACTOR's proposal including the "Best and Final Offer" is attached as Exhibit C and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

### **1. PURPOSE OF AGREEMENT.**

AUTHORITY hereby contracts with CONTRACTOR to operate and maintain specified transportation services upon the terms and conditions hereinafter set forth.

### **2. TERM OF AGREEMENT.**

(a) **Term:** Subject to the terms and conditions of this agreement, the term of this agreement shall be from October 1, 2019 through and including September 30, 2023.

(b) **Month-to-Month Extensions:** Upon completion of the term of this agreement, including any option term described below, AUTHORITY may, at its sole discretion, extend the term of this agreement on a month-to-month basis up to a maximum of six (6) months. AUTHORITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this agreement. The compensation rates in effect during the last monthly period of the full term of this agreement or any option terms as applicable shall remain in effect during any such extensions.

(c) **Option Terms:** AUTHORITY, at its sole discretion, may extend this agreement for up to two option terms of two years each for a maximum contract term, including the initial term, of eight

years (through September 30, 2027). In the event that either or both of the two, two-year option periods are exercised by the AUTHORITY, the rates of Contractor compensation for each year of such option periods shall be administratively adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) for the immediate preceding February through February twelve-month period, providing that the adjustment shall not be less than two percent (2%) nor greater than four percent (4%).

(d) AUTHORITY shall notify CONTRACTOR of the decision to exercise an optional term on or before May 1, 2023 for the initial two year option and by May 1, 2025 for the second two year option. All service provided by CONTRACTOR during any option period shall be in strict compliance with the terms and conditions of this agreement as it may be amended from time to time. AUTHORITY is under no obligation to exercise any option term.

### **3. SCOPE OF WORK.**

CONTRACTOR shall provide the transportation services set forth in Exhibit A entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement.

### **4. MAXIMUM OBLIGATION.**

AUTHORITY agrees to pay CONTRACTOR in consideration for its services as described herein. The maximum cost to be paid by AUTHORITY to CONTRACTOR shall not exceed \$\_\_\_\_\_ in Year One; \$\_\_\_\_\_ in Year Two; \$\_\_\_\_\_ in Year Three; and, \$\_\_\_\_\_ in Year Four based on the services specified in Exhibit A.

### **5. PRICE FORMULA.**

AUTHORITY agrees to pay CONTRACTOR for performance of the services set forth in this agreement as follows:

(a) Payment of a fixed hourly rate per vehicle service hour of \$\_\_\_\_\_ in Year One; \$\_\_\_\_\_ in Year Two; \$\_\_\_\_\_ in Year Three; and \$\_\_\_\_\_ in Year Four. A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the AUTHORITY storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator lunches. A vehicle service hour shall terminate when a vehicle returns to the AUTHORITY storage yard prior to any cleaning, servicing or fueling of the vehicle. The hourly rate shall include vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hour such as vehicle maintenance parts and supplies including oil.

(b) Payment of a fixed monthly rate of \$\_\_\_\_\_ in Year One; \$\_\_\_\_\_ in Year Two; \$\_\_\_\_\_ in Year Three; and \$\_\_\_\_\_ in Year Four to compensate CONTRACTOR for all work to be performed under this agreement as defined in Exhibit A, except that which is included under Paragraph 5(a) and Paragraph 7 of this agreement including, but not limited to: vehicle operator non-service wages; management, controller and maintenance employee wages

and said employees fringe benefits and indirect labor costs; bus washing and cleaning supplies; uniforms; report reproduction; office supplies; project telephones; all other related operational costs; and the contract management fee.

(c) Payment of a fixed monthly insurance rate per revenue vehicle of \$ \_\_\_\_\_ in Year One; \$ \_\_\_\_\_ in Year Two; \$ \_\_\_\_\_ in Year Three; and \$ \_\_\_\_\_ in Year Four for the cost incurred in providing all vehicle and general liability insurance required under this agreement as such insurance is defined in Paragraph 7 of this agreement. This amount shall be in excess of the fixed monthly rate as defined herein. AUTHORITY reserves the right, however, to alternatively secure all or part of the specified insurance coverage through other means.

(d) Compensation for those items and services provided by AUTHORITY and which are specified in Exhibit A shall not be included in the hourly or monthly rates as defined above. Such items and services include, but are not limited to diesel fuel; gasoline used in service vehicles; tires; tire mounting; radios including connection fees and service agreements; vehicles; licenses for radios and vehicles; routine maintenance of radios; major facility furnishings; telephone system, building security, office copy machine; all major vehicle components which are engines, transmissions, differentials, and design retrofits; and, office, garage and parking facilities.

Additionally, AUTHORITY shall provide all marketing, tickets, passes, brochures, and related collateral service materials.

(e) Upon the addition, deletion or replacement of two or more vehicles, AUTHORITY and CONTRACTOR shall meet and confer on each occasion for the purpose of adjusting the price formula to reflect the changed conditions, if any, of this agreement.

## **6. EXTRA SERVICES.**

Special promotional and community services shall be considered extra services and will be provided only with the authorization of AUTHORITY and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent vehicle service hours operated outside of the services identified in Exhibit A. Extra services shall be considered a change to this agreement as defined herein and shall be in excess of the maximum price defined in Paragraph 4. The costs for extra services will be determined at a rate per vehicle service hour of \$ \_\_\_\_\_ in Year One; \$ \_\_\_\_\_ in Year Two; \$ \_\_\_\_\_ in Year Three; and \$ \_\_\_\_\_ in Year Four and billed separately from the services specified in Exhibit A.

## **7. GENERAL AND VEHICLE INSURANCE.**

(a) Throughout the term of this Agreement, CONTRACTOR shall procure and maintain a comprehensive general liability insurance policy providing TEN MILLION DOLLARS (\$10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS (\$10,000,000) combined single limit bodily injury and property damage coverage. Said policy shall include coverage for premises (specifically including dangerous condition of public property as well as coverage for the facility and property provided by AUTHORITY for CONTRACTOR's use during the term of this contract), personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance (vehicle liability and vehicle damage insurance shall be provided pursuant to Paragraph (b), below). CONTRACTOR shall name the AUTHORITY and each of its member jurisdictions or

other parties as required by AUTHORITY, including their officers, employees and agents, as additional insureds on said policy. CONTRACTOR shall cause such additional insureds to be added to its policy of insurance by way of an endorsement which endorsement shall be a CG 20 10 11/85 or equivalent additional insured endorsement. (The **ADDITIONAL INSURED ENDORSEMENT**) The **ADDITIONAL INSURED ENDORSEMENT** shall not be an omnibus endorsement, but shall specifically and directly name each additional insured. Such **ADDITIONAL INSURED ENDORSEMENT** will explicitly include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The **ADDITIONAL INSURED ENDORSEMENT** shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth above. Any insurance carrier providing insurance called for in this section shall be from a California admitted carrier and have a minimum rating of A.M. Best Rated A, or better. Any self-insured retention shall be declared by CONTRACTOR and approved in writing by the AUTHORITY. With respect to any self-insured retention, the coverage provided for the AUTHORITY, its member jurisdictions, and other parties required by the AUTHORITY shall be equal and identical to the coverage of the CONTRACTOR. CONTRACTOR shall provide written documentation to the AUTHORITY that establishes that as to any self-insured retention, the additional insured parties shall have coverage to the same extent as the CONTRACTOR. CONTRACTOR shall provide the AUTHORITY with the **ADDITIONAL INSURED ENDORSEMENTS** required by this paragraph within thirty (30) days of the Notice of Contract Award and, upon request, a copy of the entire policy of insurance. Such policy or policies of insurance shall provide that they may not be cancelled without at least 30 days written notice to AUTHORITY. CONTRACTOR shall provide AUTHORITY a copy of the current policy of insurance and all endorsements, as well as documentation for coverage under any self-insured retention, within ten (10) days of receiving such a request from AUTHORITY).

(b) CONTRACTOR shall provide AUTHORITY with vehicle liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS (\$10,000,000) combined single limit for bodily injury and property damage. Coverage will also include collision and comprehensive physical damage with a deductible not to exceed TEN THOUSAND DOLLARS (\$10,000). Any deductible will be the responsibility of CONTRACTOR. CONTRACTOR shall name AUTHORITY and each of the member jurisdictions, or other parties as required by AUTHORITY, including their officers, employees and agents, as additional insured on said policy and shall furnish AUTHORITY with evidence of insurance within 30 days of the notice of contract award. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to AUTHORITY. CONTRACTOR shall provide AUTHORITY a copy of the current policy of insurance and all endorsements within ten (10) days of receiving such a request from AUTHORITY.

(c) In case of damage, destruction or loss of any vehicle or equipment provided by AUTHORITY under the terms of this agreement, AUTHORITY agrees that the liability of CONTRACTOR for said damage or destruction shall be limited to the fair market value of the vehicle or equipment at the time of loss.

(d) During this agreement, CONTRACTOR shall maintain an appropriate Fidelity Bond or other security acceptable to AUTHORITY providing protection up to the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) with respect to any one occurrence of theft or other dishonest conduct by CONTRACTOR'S employees, officers or agents of AUTHORITY funds, equipment or inventory other than vehicles.

In lieu of a Fidelity Bond, CONTRACTOR may provide AUTHORITY with an irrevocable and absolute Letter of Credit in the form set out in Exhibit D attached hereto and incorporated herein.

AUTHORITY shall be entitled to draw upon the Letter of Credit to compensate it for all losses it sustains occasioned by the theft or other misconduct of CONTRACTOR's employees, officers or agents. AUTHORITY's losses shall include its investigative expenses, including the costs of its experts and attorneys, in addition to the value of the funds, equipment or property in question. At the earliest practicable time, and not later than thirty (30) days after discovery by AUTHORITY of the loss, AUTHORITY shall give CONTRACTOR written notice of such discovery. CONTRACTOR shall have thirty (30) days to directly reimburse such loss to AUTHORITY. With appropriate notice, CONTRACTOR shall be provided a reasonable time to investigate the loss. CONTRACTOR's responsibility to reimburse AUTHORITY for the loss shall be to the full extent of such loss and shall not be limited to TWENTY-FIVE THOUSAND DOLLARS. CONTRACTOR reserves the right to dispute the value of the loss. In the event that CONTRACTOR has not reimbursed the loss within said thirty (30) days, AUTHORITY may draw against the Letter of Credit to recover its loss and, as stated above, if the Letter of Credit is insufficient to fully compensate AUTHORITY, CONTRACTOR shall remain obligated to compensate AUTHORITY to the full extent of its loss.

When a loss is alleged to have been caused the theft, fraud or other dishonesty of any one or more of CONTRACTOR's employees, officers, or agents, but AUTHORITY is unable to designate the specific person causing such loss, AUTHORITY shall have the benefit of the Letter of Credit provided that the evidence submitted reasonably establishes that the loss was in fact due to the fraud or dishonesty of one or more such persons.

Presentation of the Letter of Credit shall be required either electronically or not more than fifty (50) miles from Marysville, California.

Notice shall be delivered in accordance with Section 25 of this Agreement.

Not less than thirty (30) days after the AUTHORITY has drawn against the letter of credit, CONTRACTOR shall deposit funds sufficient to restore the letter of credit to the original amount thereof.

In lieu of a Fidelity Bond or Letter of Credit, CONTRACTOR may provide AUTHORITY with a cash deposit of TWENTY-FIVE THOUSAND DOLLARS which shall be held without payment of interest by AUTHORITY and AUTHORITY shall be entitled to draw upon the deposit in the same manner and for the same purposes as regarding the above described Letter of Credit. Not less than thirty (30) days after AUTHORITY has drawn against the cash deposit, CONTRACTOR shall restore the cash deposit to the original amount thereof. The cash deposit shall be held by AUTHORITY during the term of the Agreement. Within thirty (30) days of termination or expiration of the Agreement, AUTHORITY shall return the cash deposit to CONTRACTOR, less any amount used by AUTHORITY pursuant to this Agreement.

(e) Should, at any time, any of the insurance policies required by this Agreement be unsatisfactory to AUTHORITY, at its sole discretion, CONTRACTOR shall promptly obtain a new policy, submit the same to AUTHORITY. Upon failure of CONTRACTOR to furnish, deliver or maintain any insurance and endorsements as required by this Agreement, at the election of AUTHORITY, this Agreement may be immediately terminated as provided herein. Failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve

CONTRACTOR of any liability under this Agreement (and CONTRACTOR may be answerable to AUTHORITY for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

(f) All insurance provided by CONTRACTOR shall be primary and any insurance or self-insurance maintained by the AUTHORITY and its member jurisdictions shall be excess of CONTRACTOR's insurance and shall not contribute to it.

(g) CONTRACTOR's failure to provide the insurance required by this section, or CONTRACTOR's submission of insurance policies, endorsements and other documentation (whether or not such documentation is "accepted" by AUTHORITY) shall not waive or satisfy the CONTRACTOR's obligation to provide AUTHORITY with the insurance required by this Agreement if it has failed to do so. Should CONTRACTOR fail to provide insurance in the form and amount specified by this Agreement, CONTRACTOR shall be directly liable to AUTHORITY to provide it with both a defense and indemnity for any losses which AUTHORITY incurs to the extent such losses would have been covered by insurance as is specified in this Agreement. Notwithstanding the above, CONTRACTOR shall not be required to indemnify AUTHORITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of AUTHORITY, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements as set forth above and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The defense and indemnifications of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. All deductibles and self-insured retentions (SIR) must be disclosed to the AUTHORITY for approval and shall not reduce the limits of the liability. Policies containing any SIR provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the AUTHORITY. The AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsement coverage under this Agreement. Failure to exercise this right shall not constitute a waiver of the right to exercise it later.

## **8. WORKER'S COMPENSATION.**

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions and furnish AUTHORITY with a Certificate of Insurance before commencing the performance of this agreement. Furthermore, CONTRACTOR shall indemnify AUTHORITY, its officers and employees, for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this provision or which arise out of any job related injury, including third party claims against AUTHORITY by CONTRACTOR'S or subcontractor's employees. The indemnification provisions of this paragraph shall survive the termination of this agreement or any extensions thereof.

## **9. INDEMNIFICATION.**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold AUTHORITY (and AUTHORITY's member jurisdictions) and its representative officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of this Agreement by AUTHORITY, its agents, directors or employees, or by CONTRACTOR, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

CONTRACTOR agrees, at its own expense and upon written request by AUTHORITY, to defend any claim, suit, action or demand brought against AUTHORITY on any injury, loss or liability, actual or alleged, covered herein. Notwithstanding this defense obligation, CONTRACTOR shall not be required to indemnify AUTHORITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of AUTHORITY, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. CONTRACTOR shall provide the AUTHORITY with a defense until such determination has been made (i.e. until a court of competent jurisdiction has determined that the loss or liability arises from the sole negligence or willful misconduct of AUTHORITY, CONTRACTOR shall provide a defense as to such loss or liability). CONTRACTOR's indemnity obligations survive termination of this Agreement.

## **10. PERFORMANCE BOND.**

The faithful performance by CONTRACTOR of each and every term, condition, and provision of this agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by AUTHORITY. To insure performance, CONTRACTOR shall post with AUTHORITY a bond or other acceptable security in the amount of TWENTY-FIVE PERCENT (25%) of the first year contract price. Such bond or security shall be subject to the approval of AUTHORITY'S Attorney and Finance Director and shall be executed by CONTRACTOR and a surety company licensed to do business as such in the State of California. The condition of the bond shall be that the CONTRACTOR shall fully and faithfully perform all conditions and covenants of this agreement or the face amount of such bond shall be forfeited to AUTHORITY. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date AUTHORITY makes any demands for payment on the bond until AUTHORITY releases such claim. Provision of such bond or its equivalent is a material covenant of this agreement and AUTHORITY shall not approve any security which is not unconditionally payable to AUTHORITY upon AUTHORITY demand. AUTHORITY reserves the right to rescind the requirement for a performance bond at any time.

## **11. INVOICES.**

(a) All hourly costs shall be invoiced to AUTHORITY monthly following the service month provided. Said invoices shall specify the dates of service and the number of vehicle service hours claimed. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and/or employee time cards, copies of which will be submitted to AUTHORITY monthly with each invoice.

(b) The monthly fixed rate and insurance rate shall be invoiced monthly following the service month provided. All reports and submissions required under this agreement shall be accurately completed and submitted to AUTHORITY prior to payment of said monthly rate invoices.

(c) Any extra services provided under this agreement shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

## **12. PAYMENT.**

All payments by AUTHORITY to CONTRACTOR shall be made in arrears. Payment shall be made by AUTHORITY no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If AUTHORITY disputes any item on an invoice for a reasonable cause, AUTHORITY 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 of the receipt of the invoice by AUTHORITY. AUTHORITY shall assign a sequential reference number to each such deletion. Payments shall be by voucher or check payable to and mailed first-class to:

[INSERT CONTRACTOR NAME & MAILING ADDRESS]

## **13. OPERATING REVENUES.**

All operating revenues collected by CONTRACTOR are the property of AUTHORITY. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one working day from collection, unless otherwise agreed upon, CONTRACTOR shall deposit fares at a banking institution as directed by AUTHORITY. Reports on the revenues collected and deposited shall be provided to AUTHORITY on a timely basis. AUTHORITY shall be provided with a written description of CONTRACTOR'S procedures regarding the collection, counting and controlling of fare revenues. These procedures are subject to AUTHORITY'S approval.

## **14. CONTROL.**

(a) All services to be rendered by CONTRACTOR under this agreement shall be subject to the policy control of AUTHORITY. CONTRACTOR shall advise AUTHORITY of matters of importance and make recommendations when appropriate; however, final authority shall rest with AUTHORITY.

(b) AUTHORITY shall not interfere with the management of CONTRACTOR'S normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. AUTHORITY may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

## **15. CONTRACT ASSIGNMENT.**

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of AUTHORITY. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to AUTHORITY.



Upon receiving such notification from CONTRACTOR, AUTHORITY may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**16. RESOLUTION OF FEDERAL PROCUREMENT ISSUES.**

The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues. Unless otherwise directed by AUTHORITY, CONTRACTOR shall continue performance under this agreement while matters in dispute are being resolved.

**17. STOP WORK.**

AUTHORITY may stop work on AUTHORITY'S transportation system upon forty-eight (48) hours written notice to CONTRACTOR. AUTHORITY shall be liable for all relevant costs incurred prior to the stop-work period and for restart, if any. When exercising this provision, AUTHORITY shall be obligated for the costs of severance for personnel assigned to AUTHORITY'S transportation system in accordance with the published policy and procedures of CONTRACTOR, a copy of which shall be provided to AUTHORITY upon request. Additionally, the cost associated with operations and facilities close down, shall be the obligation of AUTHORITY. CONTRACTOR shall make all reasonable efforts to minimize costs to AUTHORITY.

**18. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.**

Upon expiration or earlier termination of this agreement, AUTHORITY shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against AUTHORITY based upon AUTHORITY'S operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above- mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of AUTHORITY.

**19. CHANGES.**

AUTHORITY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both AUTHORITY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to ten percent within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of Yuba-Sutter Transit.

## **20. MODIFICATION OF AGREEMENT.**

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

## **21. NOTICES.**

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to CONTRACTOR:

Copy To:

If to AUTHORITY:     Transit Manager  
                              Yuba-Sutter Transit  
                              2100 B Street  
                              Marysville, CA 95901

## **22. PROPRIETARY RIGHTS.**

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to AUTHORITY with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to AUTHORITY at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by AUTHORITY without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in AUTHORITY'S system shall become the property of AUTHORITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by AUTHORITY prior to release.

## **23. FORCE MAJEURE.**

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

## **24. INFORMATION AND DOCUMENTS.**

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by AUTHORITY, and AUTHORITY shall cooperate in every way possible in the carrying out of the work without undue delay.

## **25. EMERGENCY PROCEDURES.**

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from AUTHORITY is intact, CONTRACTOR shall follow instruction of AUTHORITY. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Yuba or Sutter County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within AUTHORITY'S service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR'S actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

## **26. ACCESS TO RECORDS (AUDIT AND INSPECTION).**

(a) In accordance with 49 C.F.R. 18.36(i), CONTRACTOR shall permit the AUTHORITY, the FTA Administrator, the Comptroller General of the United States, the California State Controller, and the Sacramento Area Council of Governments or any of their authorized representatives access to any to books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Further, CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

## **27. TRANSFER OF TITLE TO EQUIPMENT.**

All equipment, parts and supplies purchased by CONTRACTOR under this agreement, either as a direct charge expense or within the defined scope of services, shall become the property of AUTHORITY upon either the payment of the direct charge invoice or the expiration or termination

of this agreement for any reason unless otherwise specified in writing. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment, parts and supplies purchased or provided, either by AUTHORITY or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

## **28. TRANSPORTATION DATA REPORTING.**

CONTRACTOR shall report operating and financial data to AUTHORITY in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

## **29. PERMITS AND LICENSES.**

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including, but not limited to, those that may be required by the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement. Copies of all such entitlements shall be provided to AUTHORITY when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. AUTHORITY reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

## **30. MISCELLANEOUS PROVISIONS.**

(a) **Interest of Members of or Delegates to Congress.** In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(b) **Conflict of Interest.** No employee, officer, director or agent of AUTHORITY shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of AUTHORITY shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(c) **Conflict of Transportation Interests.** The CONTRACTOR shall not divert any revenues, passengers, or other business from AUTHORITY'S project to any taxi or other transportation operation of CONTRACTOR without the written approval of AUTHORITY.

(d) **Conflicting Use.** The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to AUTHORITY for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of AUTHORITY.

(e) **Fair Employment and Housing Act.** CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

(f) **Working Conditions.** It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

(g) **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 AUTHORITY 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.

(h) **Taxes/Licenses.** CONTRACTOR shall be responsible for paying any and all federal, state, and local taxes. CONTRACTOR shall also be responsible for securing and paying for any and all business licenses and taxes that may be required for the operation of services within the scope of this agreement.

(i) **Failure to Act.** No action or failure to act by either party shall be a waiver of a right or duty afforded under this agreement, nor shall such action or failure to act constitute a breach of this agreement, except as specifically agreed to in writing.

(j) **Conflict of Interests.** CONTRACTOR shall not divert any revenues, passengers, or other business from Yuba-Sutter transit to any taxi or other transportation operation.

(k) **Time is of the Essence.** Time is of the essence in this agreement. CONTRACTOR'S failure to deliver goods/services on time shall be a material breach of this contract. If CONTRACTOR fails to deliver goods/services on time, AUTHORITY, at its discretion, may procure those goods/services from another source. If the price paid by AUTHORITY for goods/services procured from another source under this paragraph is higher than the price under this agreement, CONTRACTOR shall pay AUTHORITY the difference between those prices. AUTHORITY may deduct that difference from any amount AUTHORITY owes CONTRACTOR.

(l) **Intelligent Transportation System (ITS).** For all ITS property and services, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR part 655 and 940.

### **31. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.**

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold AUTHORITY harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse AUTHORITY for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

### **32. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

Exhibit A to this Agreement contains certain Contract Clauses required by DOT to be incorporated into any agreement funded in part by Federal Transit assistance funds. 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. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AUTHORITY requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

### **33. INDEPENDENT CONTRACTOR.**

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to AUTHORITY, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless AUTHORITY from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between AUTHORITY and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR'S successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, AUTHORITY shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

### **34. TRANSITION TO FUTURE OPERATOR.**

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either AUTHORITY or any future operator selected by AUTHORITY, CONTRACTOR'S full cooperation in the transition to the successor operator. 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 maintenance records. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to those provided by the new operator and shall cooperate fully with AUTHORITY and the new operator to this end.

### **35. SEVERABILITY.**

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.

### **36. PRECEDENCE OF CONTRACT DOCUMENTS.**

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this agreement.
- B) This agreement and attachments thereto, including Exhibit A (Scope of Work).
- C) Exhibits B (RFP) and C (CONTRACTOR'S proposal including any "Best & Final Offer") to this agreement.

### **37. ADDITIONAL TERMS.**

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. AUTHORITY'S failure to insist in any one or more instances upon the performance of any term or terms of this agreement shall not be construed as a waiver or relinquishment of AUTHORITY'S right to such performance or to future performance of such a term or terms, and CONTRACTOR'S obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon AUTHORITY except when specifically confirmed in writing by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

YUBA-SUTTER TRANSIT AUTHORITY

[CONTRACTOR]

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

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

Chairman of the Board

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

Attest:

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

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

Clerk of the Board

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

Approved as to Form:

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

Yuba-Sutter Transit Legal Counsel



## **EXHIBIT A FEDERAL CONTRACT CLAUSES**

[Numbering of clauses and clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.]

### **1. ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **6. CHARTER SERVICES**

The Contractor agrees to comply with 49 U.S.C 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance and 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing,

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

### **7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution control Act as amended, (33 U.S.C. §§1251 -1387)

## **8. CIVIL RIGHTS AND EQUAL OPPORTUNITY**

AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following employment, promotion, 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.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **9. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **10. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. §3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employee during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **11. 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.

## **13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-

procurement Suspension and Debarment,” 2C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 D.F.F. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 AGENCY it is later determined by the AGENCY the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2C.F.R. part 180, subpart C, as supplemented by 2C.F.R. part 1200, 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.

**15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

AGENCY 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 AGENCY, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**18. 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 of 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

## **19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **20. RECYCLED PRODUCTS**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **21. SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belts Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **22. SCHOOL BUS OPERATIONS**

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the Contractor to take such remedial measure as FTA considers appropriate.  
When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

#### **24. SUBSTANCE ABUSE REQUIREMENTS**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AGENCY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). 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*.

#### **25. TERMINATION**

##### Termination for Convenience

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

##### Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

##### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not

performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### Opportunity to Cure

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

#### Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **26. VIOLATION AND BREACH OF CONTRACT**

#### Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  2. The right to cancel this Contract as to any or all of the work yet to be performed;
  3. The right to specific performance, an injunction or any other appropriate equitable remedy;
- and,
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's General Manager. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

### Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it 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 or damage.

### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 AGENCY is located.

### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY 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.



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# **PART 3**

## **SCOPE OF WORK**

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## YUBA-SUTTER TRANSIT AUTHORITY SCOPE OF WORK

### Section 1: Definitions

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

**Advanced Reservation** – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

**Americans with Disabilities Act of 1990 (ADA)** – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems. [Note that AUTHORITY Dial-A-Ride service exceeds ADA requirements in some respects.]

**AUTHORITY** – Shall indicate the Yuba-Sutter Transit Authority.

**CONTRACTOR** – As applicable based on the context, shall signify a firm submitting a proposal to provide the services described herein, or the firm selected and under contract with AUTHORITY to provide the transportation services solicited pursuant to this RFP.

**Curb-to-Curb Service** – A type of paratransit service where, on both the origin and destination end of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other safe waiting area no more than 15 feet from the vehicle.

**Deadhead** – For fixed route services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first scheduled stop, from the last scheduled stop back to the yard, and changing routes from the last scheduled stop on one run to the first scheduled stop on another run.

For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

For both fixed route and paratransit, deadhead does not include special service, operator training or maintenance training.

**Demand Responsive** – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day," "real-time" or "immediate response"].

**Door-to-Door Service** – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times. AUTHORITY Dial-A-Ride only provides door-to-door service for ADA paratransit eligible individuals.

**Dwell Time** – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, debarking and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.

**Early Trip** -- For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up before the scheduled pick-up time. For fixed route service, any arrival at a time point before the scheduled time.

**Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

**Late Trip** – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time point more than 5 minutes after the scheduled time.

**Missed Trip** – For Dial-A-Ride, any scheduled trip on which the Dial-A-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

**Missed Run** -- For fixed route, any scheduled run on which the bus arrives at one or more scheduled stops 5 minutes or less before the next scheduled bus or not at all.

**No-Show** – A scheduled passenger who does not appear at the designated location for vehicle boarding within 1 minute of an on-time vehicle arrival or calls the AUTHORITY Dial-A-Ride to cancel the trip less than one (1) hour before the scheduled pick-up time.

**On-Time Pickup** – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no earlier than the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 5 minutes after the scheduled arrival time.

**Subscription Service** – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.

**Revenue Vehicles** – Refers to vehicles used to transport passengers in transit and paratransit revenue services.

**Vehicle Revenue Hour** – For the AUTHORITY Dial-A-Ride service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle revenue hours, however, this rule shall not apply to late trip cancellations. For breaks or lunches, vehicle revenue hours shall stop when the vehicle is released to go on break or lunch and resume when the vehicle arrives on-time at the first pick-up location following the break or lunch.

For fixed route services, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service (that is, first scheduled stop to last

scheduled stop), including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident. Vehicle revenue hours are also known as “revenue vehicle hours.” [This definition is intended to be identical to that required in NTD reporting.]

**Vehicle Revenue Miles** – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

**Vehicle Service Hour** – A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the AUTHORITY storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks, lunches, or fueling. A vehicle service hour shall terminate when a vehicle returns to the AUTHORITY storage yard prior to any cleaning, servicing or fueling of the vehicle.

## **Section 2 - Yuba-Sutter Transit Duties and Responsibilities**

AUTHORITY shall perform the following duties and accept the following responsibilities with respect to the performance of AUTHORITY’s services. To the extent reasonable and feasible, CONTRACTOR shall assist AUTHORITY in this regard.

### **2.1 System Planning and Administration**

AUTHORITY shall be responsible for all planning activities relative to routes, schedules, service areas, 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. CONTRACTOR may be requested to assist in these efforts.

### **2.2 Advertising and Promotion**

AUTHORITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of AUTHORITY services and to promote ridership. CONTRACTOR may be required to assist in distribution of promotional materials or advertisements, or participate in special promotional programs.

### **2.3 Vehicles**

#### **2.3.1 Revenue Vehicles and In-Vehicle Equipment**

AUTHORITY shall be responsible for providing all revenue vehicles and the replacement thereof. The current Yuba-Sutter Transit fleet schedule is included as Attachment 4 to this RFP.

AUTHORITY shall provide vehicle licenses for all revenue vehicles and shall pay for all General Public Paratransit Vehicle (GPPV) certifications, smog certificates and all capital costs associated with vehicles.

All Yuba-Sutter Transit buses are equipped with the following in-vehicle equipment for which the CONTRACTOR will be responsible for routine maintenance and warranty repairs and work: passenger lifts, bike racks, REI surveillance camera systems, automatic



voice annunciator systems\*\*, interior\*\* and exterior LED signage, DoubleMap and TapRide mobile data terminals, INIT electronic fare card units (for regional Connect Card program), Diamond fareboxes, and Motorola digital radios. [\*\*Equipment only on fixed route buses]

Revenue vehicles are presently equipped with SmartDrive units at the cost of the existing CONTRACTOR; continuation of these or a similar system would be up to the successful CONTRACTOR.

### 2.3.2 Support Vehicles

The successful CONTRACTOR will be provided with the following support vehicles: one Ford shop truck along with two Chevy Cruz sedans; two hybrid Ford Escapes; and, one Ford Explorer for road supervision and driver change-outs. A detailed listing of these support vehicles is included in Attachment 4 to this RFP. It is the intention of the AUTHORITY to purchase and provide a forklift prior to the start of this agreement. Yuba-Sutter Transit will be responsible for replacement of the shop truck and forklift when necessary.

## **2.4 Operating and Maintenance Facility**

Yuba-Sutter Transit shall provide CONTRACTOR with a portion of the facility at 2100 B Street, Marysville, CA, suitable for the operation and maintenance of the requested services, including: office space for administration, dispatch and management; driver areas; vehicle maintenance and washing; maintenance parts and supplies storage; and parking of revenue, support and employee vehicles. A site and building plan can be found on the AUTHORITY website [<https://www.yubasuttertransit.com>].

In conjunction with the facility, AUTHORITY shall provide (and CONTRACTOR shall assist as necessary):

- All building utilities;
- Basic existing office furniture;
- Major facility and shop equipment necessary for the maintenance of the provided revenue vehicles, as detailed in the listing posted to the AUTHORITY website;
- Lease or purchase of an office copy machine and the maintenance thereof, not including copy paper, toner and copy charges;
- Telephone system installation, maintenance and service;
- Broadband internet service;
- Janitorial service for offices, administrative areas, and restrooms;
- Garbage and recycling services;
- Landscape installation and maintenance;
- Video Surveillance and Security system installation and services;
- Lighting and fencing (including gates and gate systems);
- Emergency back-up generator;
- General building, facility and pavement maintenance and repair; and
- An adequate supply of light bulbs, paper towels, toilet paper, garbage bags and hand soap to stock the restroom, office and kitchen areas of the facility.

## **2.5 Revenue Vehicle Maintenance Costs**

Yuba-Sutter Transit shall be responsible for the cost of engine, transmission and differential overhaul and replacement (Major Components) as defined in Section 4.8 herein.

The AUTHORITY shall also be responsible for the replacement of tires and rims for revenue vehicles and the shop truck through an outside service unless due to negligent operation.

## **2.6 Fuel and Fueling Systems**

Yuba-Sutter Transit will provide on-site diesel fuel and fueling systems and shall be responsible for the cost of diesel fuel used in the revenue vehicles and shop truck and for maintenance and capital costs related to these fueling systems.

Gasoline fuel will not be provided on-site, but at an off-site location to be arranged by the AUTHORITY. AUTHORITY will only be responsible for the cost of gasoline fuel used in revenue vehicles.

## **2.7 Schedules, Passes, Tickets and Service Brochures**

Yuba-Sutter Transit shall prepare, print and provide all required schedules, passes, tickets, service brochures and like materials as necessary. CONTRACTOR shall distribute and disseminate such materials as appropriate in accordance with the provisions of this agreement and any directions supplemental thereto as provided by Yuba-Sutter Transit.

## **2.8 Radio Communications Systems**

Yuba-Sutter Transit shall provide a Motorola digital radio system for the purpose of providing communications between its dispatch center, Yuba-Sutter Transit's vehicles and road supervisors in connection with Yuba-Sutter Transit operations. AUTHORITY shall provide mobile radio units installed in each revenue vehicle and the shop truck. AUTHORITY will also provide seven handheld units and shall be responsible for repeater fees and costs of unit maintenance except that caused by CONTRACTOR negligence. CONTRACTOR shall monitor and enforce the proper use of such radio system and comply with all applicable federal statutes and regulations in connection with such use.

## **2.9 Computer Systems**

AUTHORITY shall provide all computer hardware, software, IT contract services, and broadband internet service necessary for the operation of Yuba-Sutter Transit services, including any and all licenses for software systems.

## **2.10 Street Furnishings**

Yuba-Sutter Transit, or its designee, shall purchase, install, maintain and replace all street furnishings that shall be provided for the operation of the Yuba-Sutter Transit system. Such furnishings shall include, but not be limited to, bus stop signs, posts, benches and shelters.

## **2.11 Notification of Service Changes**

Should Yuba-Sutter Transit determine to implement a substantially different service design for the transit system, Yuba-Sutter Transit shall confer with CONTRACTOR as to the most appropriate level and description of services and shall amend, if necessary, this Scope of Work document.

## **2.12 Environmental Requirements**

### **2.12.1 Storm Water Pollution Prevention Plan (SWPPP)**

AUTHORITY shall be responsible for developing, submitting, and securing approval of

a SWPPP to the appropriate authorities. A copy of the approved Plan shall be provided to the successful CONTRACTOR following contract award.

2.12.2 Emergency Generator Permit

AUTHORITY shall be responsible for applying for and securing all operating permits for the emergency generator that is installed on site.

**Section 3 - CONTRACTOR Duties and Responsibilities – Operations**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of the services required herein. The omission of a specific duty or responsibility in this Scope of Work 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 system of a kind and character such as Yuba-Sutter Transit or is required by state or federal legislation or regulation.

**3.1 Operations - General**

Using the vehicles and equipment provided by Yuba-Sutter Transit, CONTRACTOR shall provide the necessary management, technical and operational services necessary to operate the specified fixed route, dial-a-ride, fixed route deviation and intercity bus system. Service shall be operated in strict accordance with the operating days, hours, service description, routes and schedules set forth in the current Scope of Work and CONTRACTOR shall provide such service in a safe, professional and courteous manner. Required performance of operations service by CONTRACTOR shall be as follows:

(a) All fixed route, demand response, fixed route deviation and intercity services as specified in the system schedules, timetables and brochures, as these may be modified from time to time.

(b) A maximum of 95,000 annual vehicle service hours (VSH's) unless authorized by change order from Yuba-Sutter Transit. Vehicle service hours are generally projected (by service) at the following level for the first year of the service contract:

<u>Service</u>	<u>VSH's</u>
Urban Fixed Route (Monday – Saturday)	53,500
Urban Dial-A-Ride (Monday – Saturday)	24,700
Sacramento Routes (Monday – Friday)	14,500
Foothill Route (Tuesday, Wednesday & Thursday)	1,000
Live Oak Route (Monday – Friday)	900
Wheatland Route (Monday – Friday)	<u>400</u>
Maximum Vehicle Service Hours	95,000

(c) A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty percent (20%) within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of AUTHORITY.

(d) No service will be provided on the following holidays: New Year's Day; Martin

Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, Christmas Day. If such a holiday falls on a Saturday or Sunday, AUTHORITY may designate the preceding Friday or the following Monday as well as the actual day of observance as a non-service day.

(e) Additional days may be operated at a reduced service level at the direction of AUTHORITY. Such days may include, but are not limited to, Veteran's Day, the day after Thanksgiving, Christmas Eve, New Year's Eve, Lincoln's Birthday and Cesar Chavez Day. If such a holiday falls on a Saturday or Sunday, AUTHORITY may designate the preceding Friday or the following Monday as well as the actual day of observance as a reduced service day.

### **3.2 Extra Services**

In addition to regular Yuba-Sutter Transit operations, CONTRACTOR may from time to time upon receiving specific authorization by AUTHORITY, provide special transportation services using Yuba-Sutter Transit vehicles, provided that such special services are determined by AUTHORITY to be in the public interest and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services as provided for under this agreement.

### **3.3 Service Standards**

CONTRACTOR shall strive at all times to provide service in a manner that will achieve or surpass the service standards adopted by the AUTHORITY Board of Directors. CONTRACTOR and AUTHORITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, adjustments may be recommended to the Board of Directors. 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 AUTHORITY to correct deficiencies in performance. Should deficiencies persist, AUTHORITY 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.

"Fixed Route" Service Standards apply to all local fixed routes, Sacramento Commuter routes, and Rural Routes.

<b><u>Performance Measure</u></b>	<b><u>Minimum Standard</u></b>	<b><u>Target Objective</u></b>
<b>On-Time Performance</b>	Fixed Routes: 0.5% runs early and 95% no more than 5 minutes late.  Dial-A-Ride: 5% of trips early and 90% within 15-minute On-Time window.	Fixed Routes: 0 runs early and 99% no more than 5 minutes late.  Dial-A-Ride: 3% of trips early and 95% within 15-minute On-Time window.
<b>Passengers per Vehicle Revenue Hour</b>	Local Fixed Routes: 13.0 Sacramento Commuter Routes: 12.0 Rural Routes: 2.0 Dial-A-Ride: 3.0	Local Fixed Routes: 17.0 Sacramento Commuter Routes: 16.0 Rural Routes: 4.0 Dial-A-Ride: 4.0
<b>Missed Trips</b>	Fixed Routes: 2% Dial-A-Ride: 2%	Fixed Routes: 0 Dial-A-Ride: 0

<u>Performance Measure</u>	<u>Minimum Standard</u>	<u>Target Objective</u>
<b>Response Time</b>	Fixed Routes: n/a Dial-A-Ride: 90% of immediate requests within 45 minutes	Fixed Routes: n/a Dial-A-Ride: 95% of immediate requests within 45 minutes
<b>Total Accidents</b>	100,000 total miles between NTD reportable accidents	500,000 total miles between NTD reportable accidents
<b>Road Calls</b>	10,000 total miles between road calls for buses that are within normal useful life	12,500 total miles between road calls for buses that are within normal useful life
<b>Telephone Response*</b>	a) 90% of all telephone calls for information or Dial-A-Ride trip requests shall be answered in 3 minutes or less; b) 100% shall be answered in 5 minutes or less	a) 90% of all telephone calls for information or Dial-A-Ride trip requests shall be answered in 2 minutes or less; b) 100% shall be answered in 3 minutes or less
<b>Complaints</b>	No more than 3 valid complaints during a calendar month	No more than 1 valid complaint during a calendar month

\*Note that the current telephone system does not provide the needed data to monitor the indicated Telephone Response measures, but AUTHORITY intends to address this capability during the term of this agreement.

### **3.4 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 Site Manager who shall provide overall day to day management and supervision of AUTHORITY operations under the terms of this agreement. The Site Manager shall work cooperatively with AUTHORITY's Transit Manager providing operational data as described in this Scope of Work; responding to comments from Yuba-Sutter Transit passengers and the general public; and, responding to specific requests for other assistance as the need arises.

The person serving as Site Manager shall have at least three (3) years of recent experience in managing (as either a manager or assistant manager) a public fixed route and/or demand response service plus adequate managerial experience, in public or private service, supervising at least 25 people. The Site Manager, **who shall be required to reside within Yuba or Sutter Counties**, shall be approved by the Transit Manager and shall not perform other duties for CONTRACTOR without notification of, and consultation with, AUTHORITY's Transit Manager.

The Site Manager will be responsible for monitoring all aspects of the system's operation and maintenance including, but not limited to passenger satisfaction; service quality; fare collection and accounting in accordance with established procedures; maintenance and repair work; and, the attitude, motivation and performance of all contract personnel. Methods of improving AUTHORITY's operation and services will be sought out, along with any deficiencies and substandard performance, and will be reported to Yuba- Sutter Transit along with any corrective actions which may have been taken or recommendations for same.

CONTRACTOR shall provide the Site Manager named in their proposal and shall not replace that designated Site Manager during the Base Period without the written consent of

AUTHORITY. Should the services of the designated Site Manager become no longer available to CONTRACTOR, the resume, qualifications and at least three references of the proposed replacement shall be submitted to Yuba- Sutter Transit's Transit Manager for approval as soon as possible but no less than thirty (30) days from the date of such notice. The Transit Manager shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Site Manager. Should the Site Manager position remain vacant for more than thirty (30) days, AUTHORITY may deduct the cost of this position from the Monthly Fixed Cost paid to CONTRACTOR.

The CONTRACTOR shall further designate at least one full-time Operations Supervisor and one full-time Office Clerk or Manager to assist the Site Manager in carrying out all activities relative to Yuba-Sutter Transit operations. The Operations Supervisor will be responsible for the safe and reliable provision of the bus service referenced herein, and shall be expected to directly supervise the daily activities of all drivers, dispatchers, and other personnel necessary to support system operations.

The Site Manager, Operations Supervisor, or an expressly designated acting Site Manager, shall be available at all times, either by phone or in person, to make decisions regarding day-to-day Yuba-Sutter Transit operations, provide coordination as necessary and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

### **3.5 Employee Selection and Supervision**

CONTRACTOR shall be responsible for the employment and supervision of any and all employees necessary to perform Yuba-Sutter Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate employee screening and selection criteria. These criteria will include, but not be limited to, Department of Motor Vehicles license checks, criminal background checks, physical examinations and drug screening in compliance with this agreement and applicable federal and state laws, regulations and guidelines.

### **3.6 Training of Drivers and Operations Personnel**

CONTRACTOR shall develop, implement and maintain a formal training and retraining program for all drivers, subject to approval by AUTHORITY. The program must provide, at a minimum, forty (40) hours of classroom instruction covering defensive driving, vehicle code, vehicle components, first aid, state rules and regulations, accident/incident procedures, radio procedures, wheelchair lift procedures, passenger relations, employee work rules, Yuba-Sutter Transit operating policies as promulgated by Yuba-Sutter Transit, and forty (40) hours of behind-the-wheel training under qualified supervision. All drivers shall be trained and licensed to operate all types of buses and services provided under this contract.

Drivers shall be certified as having completed this course before operating any AUTHORITY vehicle in revenue service without supervision. All drivers must complete CONTRACTOR'S formal training program as approved by AUTHORITY and be licensed with, at a minimum, a valid California Class B license with the appropriate certifications and endorsements required by law to operate AUTHORITY's services and vehicles. Such certifications and endorsements shall include, but not be limited to, General Public Paratransit Vehicle (GPPV) and Vehicle Transit Training (VTT) certifications and air brakes and passenger

endorsements. CONTRACTOR shall supply AUTHORITY with a list of drivers who have completed the specified training program. This list shall be updated quarterly.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone manners, accident and incident procedures, radio procedures, and shall have a complete and detailed knowledge of AUTHORITY's services, schedules, transfer points, fares and operating policies.

Drivers and dispatchers shall, at all times, be courteous and responsive to requests, comments and complaints from the public. CONTRACTOR shall develop, maintain and enforce a progressive discipline performance monitoring and evaluation system for all drivers, dispatchers and public information employees.

### **3.7 Driver Responsibilities**

In addition to complying with all applicable State and Federal requirements, drivers will honor passes; collect, cancel and/or validate tickets and passenger identification cards; and issue and collect transfers as determined by AUTHORITY. Drivers will not handle cash fares except as necessary to assist passengers with disabilities. Drivers will record ridership counts by passenger category according to procedures approved by AUTHORITY. Drivers shall have available at all times during operation of any bus an accurate time piece, with active second hand, set each day in accordance with CONTRACTOR'S procedures. Drivers will, when requested, hand out notices to passengers, administer surveys, or otherwise render assistance in AUTHORITY's service monitoring and promotion functions.

### **3.8 Uniforms**

All operating personnel shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide a full set of uniforms to its employees. The design, color, type and logo of the uniforms shall be subject to AUTHORITY approval, but shall at a minimum include shirts, pants and jacket. All operating personnel shall be required to maintain a neat and clean appearance and to display their employee identification badge while in service or otherwise on duty.

### **3.9 Safety Program**

CONTRACTOR shall develop, implement and maintain a formal organizational safety program. CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operating personnel and AUTHORITY 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 AUTHORITY with copies of annual CHP inspections and safety compliance reports including pull notices and any other related documents.

### **3.10 Road Supervision**

CONTRACTOR shall provide dedicated and appropriately trained road supervisor staff as necessary to monitor, evaluate and assist drivers in revenue service. CONTRACTOR shall ensure that a supervisor-level employee – that is, the Site Manager, Operations Supervisor, Trainer or a Road Supervisor – is on duty and available to respond any time that an AUTHORITY revenue vehicle is in service.

### **3.11 Accident and Incident Reporting**

CONTRACTOR shall develop, implement and maintain formal procedures to respond to and

report emergencies and routine problems that from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to, in-service vehicle failures, in-service lift failures, passenger disturbances, passenger injuries and vehicle accidents.

CONTRACTOR shall notify AUTHORITY's Transit Manager, or their designee in their absence, of any accident involving a Yuba-Sutter Transit revenue or support vehicle within twelve (12) hours of its occurrence. In the case of an injury accident or incident, verbal notification shall occur immediately or as soon as possible following the occurrence. A complete written report of any accident or incident shall be delivered to the Transit Manager as soon as it is practical to do so, but in no case more than two business days following the occurrence.

CONTRACTOR is requested, but not required, to cause all vehicle operators to report public safety incidents observed by them to the on-duty dispatcher, who, in turn, is to be requested by CONTRACTOR to refer all such incident reports to the proper authorities. Such observed incidents shall include, but not be limited to, fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, and the like. Beyond reporting such incidents, neither CONTRACTOR nor any of its employees shall have any responsibility of any kind or character to act further.

In addition, CONTRACTOR shall request that all vehicle operators report non-accident damage to revenue vehicles, bus stop structures and furnishings, and Yuba-Sutter Transit signage to the on-duty dispatcher when observed. Such damage shall be reported to AUTHORITY in writing no later than the next business day.

### **3.12 Fares and Fare Collection**

AUTHORITY shall solely determine passenger fare rates and the method of collecting and depositing fares and reserves the right to change fare rates and methods of collecting and depositing fares at any time it deems appropriate. CONTRACTOR shall assure that each Yuba-Sutter Transit patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in the farebox provided by AUTHORITY within each vehicle. CONTRACTOR shall collect or otherwise process in the manner directed by AUTHORITY all non-cash fares (transfers, tickets, passes and the like). All fares collected are the sole property of AUTHORITY. CONTRACTOR shall, in accordance with a procedure and schedule specified by AUTHORITY, account for revenues collected on Yuba-Sutter Transit buses and deposit them into a local bank account designated by AUTHORITY for that purpose. AUTHORITY reserves the right to count revenues contained in each farebox vault. Gratuities shall not be allowed or accepted.

### **3.13 CAD/AVL System**

As noted in the earlier "Pending Issues" section (RFP p.8), a new DoubleMap computer-aided dispatch/automatic vehicle location (CAD/AVL) system will be installed and implemented in Summer 2019, including the "TapRide" demand response reservation/scheduling software.

DoubleMap provides a suite of intelligent transportation solutions for municipal transit fleets. Each product is integrated within the DoubleMap ecosystem so administrators can effectively manage their fleet from a unified location in real-time as well as view historical system data. DoubleMap products include a CAD/AVL system with a public facing interface, digital



signage, digital passenger counters, a ride scheduling application called TapRide, and back office management. These products work together to help operate transit on a daily basis. DoubleMap provides a public website as a part of the cross-platform map-based experience which can be accessed from computer web browsers, tablets, and mobile phone browsers. DoubleMap system provides route and vehicle information in real-time, which allows for many integrations. This data enables riders to access vehicle locations and receive estimated time of arrival data. Drivers interact with the system through a mobile data terminal installed on each bus that allows for a single login to control multiple systems on each bus. Drivers are able to see turn by turn directions for each route as well as monitor their on-time performance. Dispatchers are able to control and monitor the system through the administrator dashboard which allows them to see operations in real-time and make changes as needed. Managers access the back office from any internet connected device to access data needed for reporting purposes and to effectively manage the transit system.

#### 3.13.1 Scheduling and Dispatch

CONTRACTOR shall use the TapRide software system by DoubleMap to schedule and dispatch Yuba-Sutter Transit vehicles and transport Yuba-Sutter Transit passengers. One of the main components of the DoubleMap system is TapRide which works as an uber-like software platform including a rider-application, a driver-application and an administrative management back-office module designed to streamline the ride scheduling process for the dial-a-ride system. TapRide has the ability to merge ride requests together, similar to UberPool, wherein TapRide's Auto-Assignment algorithm groups riders into vehicles based on proximity and efficiency. The algorithm routes the trips and dispatches the driver based upon various sets of guidelines that administrators have placed on the system.

TapRide offers a compact dashboard that allows dispatchers to toggle in between individual vehicles and ride requests and edit and cancel routes as needed. A feature called Auto-Assignment can also be enabled which saves transit providers time by eliminating the need to manually dispatch each ride request. This allows for dispatchers to efficiently assign same day trips to available vehicles. The dashboard compliments Auto Assignment and allows dispatchers to edit any itinerary as needed. Drivers can view the trips assigned to them and available trips waiting to be accepted. The itinerary consists of a set of ride requests that have been grouped together in order to make the trips more efficient. The driver manages all of this with step-by-step instructions and with turn-by-turn enabled directions. This system enables the efficient operations of the Dial-A-Ride system while removing much of the stress and guesswork from the dispatchers and drivers.

#### 3.13.2 Transit Information Services

Using the telephone system provided by AUTHORITY, CONTRACTOR shall provide and maintain the passenger information function to include, at a minimum, one or more employees as may be required at all times during operating hours exclusively for use by Yuba-Sutter Transit patrons for the purposes of providing information regarding services, schedules and fares; receiving reservations for service; receiving complaints; and, accepting suggestions.

#### 3.13.3 Dispatch Staffing and Training

CONTRACTOR shall provide an adequate number of persons to staff dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log in a format to be proposed by CONTRACTOR. Scheduling and dispatching personnel shall be trained in professional telephone technique, radio protocol, and in cooperative approaches with drivers and

passengers. Personnel shall be monitored and refresher training will be offered as necessary.

#### **3.13.4 Dispatch Reporting**

CONTRACTOR shall report to AUTHORITY, in a Monthly Activity Report, all service complaints and suggestions, the number of unfulfilled service requests by type, the number of information calls received, the average hold time for the calls received and any other relevant related information as determined by Yuba- Sutter Transit within the limits of the provided equipment. CONTRACTOR shall establish a computerized tracking system to record all complaints, compliments and suggestions, including the date, time and source, investigation results, and disciplinary or other action taken.

#### **3.14 System Promotion**

As requested, CONTRACTOR shall cooperate with AUTHORITY in promotion, public information and service evaluation activities by making available needed equipment, facilities and personnel accordingly at no additional expense to AUTHORITY. This shall include, but not be limited to the conducting of occasional surveys. CONTRACTOR shall dispense Yuba-Sutter Transit information publications, respond to patron requests for information, act as a liaison and provider of information with and to community agencies and groups, and do all other things deemed necessary by Yuba- Sutter Transit to assist and support AUTHORITY's promotional and public information programs.

#### **3.15 System Recommendations**

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

#### **3.16 Employee Bus Pass**

CONTRACTOR employees assigned solely to the execution of this agreement shall be given unlimited personal access to the service provided under this agreement whether on or off duty only with the presentation of their electronic employee photo identification card prior to boarding. Pass privileges are not transferable to non-employees and may be revoked by AUTHORITY for unauthorized use. Employee identification must be surrendered upon termination of employment in Yuba-Sutter Transit service and bus pass privileges will terminate.

#### **3.17 Drug and Alcohol Program**

CONTRACTOR shall, at its expense, develop and implement a drug and alcohol control program and conduct testing in compliance with Federal or State law or regulation. At a minimum, said program shall:

- a. Contain a policy on drug use in the workplace.
- b. Contain an employee and supervisor education and drug awareness training program.
- c. Contain a drug-testing program for employees and applicants for employment in sensitive safety positions. Categories for testing shall include pre-employment, reasonable cause, post-accident, and return to duty. The drug testing program

shall also include: sample collection procedures outlining methods for sampling and methods for collection; drug testing procedures outlining analyses for testing of amphetamines, cocaine, opiates, phencyclidine and marijuana; laboratory findings procedures and reporting reviews; methods and policies on violations and consequences for violating the rules and regulations of this policy.

- d. Contain an employee assistance and rehabilitation program.
- e. Contain procedures for record and report keeping outlining positive test results, releasing of information on tests, certification of compliance from laboratories and medical review officer, and administrative actions to meet all State or Federal regulations regarding the drug policy.
- f. Contain a policy which requires that any employee performing a sensitive safety function, as defined in 49 CFR Part 655, who refuses to take a drug test authorized in the approved drug program or does not pass said test may not return to a sensitive safety function until that employee has passed an approved return to duty test.

CONTRACTOR shall, at its own cost, conduct all required testing; prepare all required reports and forms; and, submit all material required of Yuba-Sutter Transit by FTA which AUTHORITY can legally pass through to CONTRACTOR.

### **3.18 Outside Contract Services**

CONTRACTOR shall not perform contract services or operate non-Yuba-Sutter Transit vehicles using AUTHORITY's facility or assigned contract operating personnel without the written consent of AUTHORITY's Transit Manager. The terms by which AUTHORITY shall be compensated for such use shall be negotiated on a case by case basis and must be mutually agreeable to both parties.

## **Section 4 - CONTRACTOR Duties and Responsibilities - Maintenance**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of Yuba-Sutter Transit vehicles and equipment. The omission of a specific duty or responsibility from this Scope of Work 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 public transportation system of a kind and character such as Yuba-Sutter Transit or is required by state or federal legislation or regulation.

### **4.1 Maintenance - General**

CONTRACTOR shall be responsible for the maintenance of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of Yuba-Sutter Transit in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, minor maintenance tools and equipment, and such other components and services which may be required to fulfill its maintenance responsibilities (including the gasoline and tires for non-revenue vehicles), at CONTRACTOR'S sole cost and expense, except as otherwise provided in this agreement. For vehicles and equipment that are under warranty, CONTRACTOR shall provide routine maintenance and warranty service as

necessary, including the exchange of components and conveyance of vehicles or equipment to/from the vendor location.

## **4.2 Vehicles and Equipment**

### **4.2.1 Acceptance of Vehicles**

By execution of this agreement, CONTRACTOR acknowledges receipt of the existing vehicles (Attachment 1) and maintenance equipment, and that each and every item has been received in good condition and working order subject to a mutually agreeable inspection to occur prior to the start of service under this agreement. In the event that AUTHORITY provides CONTRACTOR with replacement or additional buses and/or equipment at future times, these appendices shall be amended and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery. CONTRACTOR will assist AUTHORITY in the necessary activities to prepare new vehicles and equipment for service without additional cost to AUTHORITY.

### **4.2.2 Support Vehicles**

By execution of this agreement, CONTRACTOR acknowledges receipt of the existing support vehicles (Schedule posted to AUTHORITY website) for use in the administration, operations and maintenance of Yuba-Sutter Transit services. Vehicles are accepted in an "as-is" condition with no warranties as to condition or working order. CONTRACTOR shall be responsible for the costs of insuring, maintaining, operating, and fueling support vehicles (other than the provision of diesel fuel for the shop truck). With the exception of the shop truck, which shall be replaced by the AUTHORITY when required, CONTRACTOR shall be responsible for replacement of support vehicles if deemed to be necessary to the management, administration or operation of Yuba-Sutter Transit services. In the event that CONTRACTOR replaces any support vehicles during the term of this contract, including any extensions thereof, title to such vehicles shall pass to the AUTHORITY upon termination of contract without additional compensation

### **4.2.3 Return of Vehicles**

Upon termination of this agreement, CONTRACTOR shall return all AUTHORITY-owned equipment ready for use, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any AUTHORITY-owned equipment, which may be damaged or lost by reason of vandalism, theft or other like cause. CONTRACTOR shall repair all damage, including any repainting required as the result of damage, prior to the return of the vehicles or equipment to AUTHORITY. In the event that AUTHORITY determines that said vehicles or equipment require repairs, AUTHORITY shall notify CONTRACTOR in writing of items to be repaired. Should such items not be corrected within fifteen (15) days, AUTHORITY reserves the right to make said repairs and deduct the cost from any payment due to CONTRACTOR.

## **4.3 Maintenance Management**

CONTRACTOR shall provide the services of a qualified full-time Maintenance Manager, subject to approval by AUTHORITY. The Maintenance Manager shall report to the Site Manager. The Maintenance Manager shall be directly responsible for maintaining the fleet as described in this Scope of Work and for monitoring the performance of all work to ensure that all specifications are met. The CONTRACTOR shall further designate one full-

time Maintenance Office Clerk to assist the Maintenance Manager in carrying out all activities relative to the maintenance function.

The Maintenance Manager shall have a minimum of three (3) years demonstrated journeyman level experience with light and heavy diesel bus engines, gasoline bus engines, preventive maintenance programs, air conditioning systems, electrical systems, passenger lifts, on-board fare collection, communication, annunciator, and video surveillance systems, as well as experience in directing the work of other maintenance personnel. At least two (2) years of such experience must be direct mechanical experience on the type of vehicles and equipment operated by Yuba-Sutter Transit. Technical expertise is considered to be more important than administrative capability in the Maintenance Manager; however, some demonstrated ability to direct the work of other maintenance personnel, and to work directly with AUTHORITY concerning obtaining necessary outside services must be in evidence.

The Maintenance Manager, who shall be required to reside within Yuba or Sutter Counties, shall be approved by the Transit Manager and shall not perform other duties for CONTRACTOR without notification of, and consultation with, AUTHORITY's Transit manager. Should the services of the designated Maintenance Manager become no longer available to CONTRACTOR, the resume, qualifications and at least three references of the proposed replacement shall be submitted to AUTHORITY's Transit Manager for approval as soon as possible, but no less than thirty (30) days from the date of such notice. The Transit Manager shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager. Should the Maintenance Manager position remain vacant for more than thirty (30) days, AUTHORITY may deduct the cost of this position from the Monthly Fixed Cost paid to CONTRACTOR.

#### **4.4 Maintenance and Service Staffing**

In addition to the Maintenance Manager, CONTRACTOR shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the Yuba-Sutter Transit vehicles.

Maintenance personnel assigned to work on Yuba-Sutter Transit vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

#### **4.5 Daily Vehicle Servicing**

CONTRACTOR shall perform daily vehicle servicing on all Yuba-Sutter Transit vehicles used in revenue service. For purposes of this agreement, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; passenger lift checkout; brake check; light and flasher check; interior sweeping and dusting; and exterior and interior visual inspection. CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. Checklists will be completed and kept on file

for AUTHORITY review.

#### **4.6 Preventive Maintenance and Inspection**

CONTRACTOR shall perform all preventive maintenance work on all vehicles and equipment used in the provision of the service associated with this agreement. CONTRACTOR shall adhere strictly to the preventive maintenance schedules in accordance with industry standards. This schedule shall be considered by CONTRACTOR to be the minimum requirement only, and shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior consent of AUTHORITY. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the established maintenance schedule. All maintenance procedures must meet or exceed all manufacturer recommendations and comply with all California Highway Patrol regulations.

#### **4.7 Vehicle Repair**

All repairs to revenue and non-revenue vehicles shall be performed either by or under the direction of CONTRACTOR unless otherwise specified or approved in writing by AUTHORITY. Repairs shall include, although not be limited to, work to correct loss, damage, or adjustments due to normal wear and tear of vehicles; body repair and painting due to damage; replacement or repair of worn or damaged seats; and, rebuilding or replacement of all vehicle components, systems or accessories, including but not limited to the REI video surveillance, CAD/AVL and fare payment systems, except as provided under this agreement. Repair work shall be conducted as soon as possible upon learning that such work is required. CONTRACTOR shall repair problems noted during scheduled inspections and on daily trouble cards on a timely basis. CONTRACTOR shall assure Yuba-Sutter Transit that required repairs shall not be deferred beyond a reasonable time. CONTRACTOR shall document the time and nature of repair work completed in response to identification of problems by staff or passengers.

Preventive maintenance and running repairs to revenue vehicles shall receive first priority in the application of CONTRACTOR'S resources. Major repairs, such as major component rebuilds or replacement, shall be second priority and performance of such work shall depend on the availability of resources. CONTRACTOR shall be expected to consult with AUTHORITY immediately when available resources cannot cover all maintenance and repair work. In such circumstances, work priorities shall be set by AUTHORITY and/or AUTHORITY may use other vendors and suppliers to make major repairs should CONTRACTOR be unable for whatever reason to perform this work. All expenditures by CONTRACTOR for major repairs in excess of this agreement must be pre-authorized by Yuba-Sutter Transit and be procured by CONTRACTOR following standard AUTHORITY purchasing procedures.

All parts, materials, lubricants, fluids, oils and service procedures used by CONTRACTOR on all Yuba-Sutter Transit vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All outside vendors, such as machine shops, component re-builders or accident repair shops, shall be fully

authorized by the OEM to make repairs and utilize only parts, materials, lubricants, fluids, oils and procedures that meet or exceed OEM specifications and requirements.

CONTRACTOR shall maintain records on all Yuba-Sutter Transit vehicles including warranty work, preventive maintenance, and repairs done on each unit. CONTRACTOR shall maintain and repair equipment in accordance with manufacturer's instructions and warranty conditions as well as general practices of the transit industry. Any insurance or warranty payment received by CONTRACTOR for loss or damage for which AUTHORITY is financially responsible shall be assigned to AUTHORITY. CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. CONTRACTOR shall be responsible for any warranty deductibles that may accrue.

#### **4.8 Engine, Transmission and Differential Overhaul and Replacement (Major Components)**

CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize their useful life and avoid costly catastrophic failures. At a minimum, CONTRACTOR'S monitoring program shall consider miles accumulated; fuel, oil, transmission fluid and differential oil consumption trends; loss of power; and, erratic performance. A comprehensive fluid analysis program, to be approved by AUTHORITY, is required.

If CONTRACTOR determines that an engine, transmission or differential unit needs to be overhauled or replaced, CONTRACTOR shall notify AUTHORITY in writing detailing the reasons for such a determination. The notice shall include detailed findings and a summary of any data that supports the conclusion. If AUTHORITY determines that the need for such work resulted from poor maintenance, monitoring failure, neglect or abuse by CONTRACTOR, AUTHORITY shall not be liable for the cost of such work. To the extent possible, CONTRACTOR shall be responsible for the labor cost of removing and replacing the affected component and assist in the solicitation and evaluation of outside vendors for the desired overhaul or replacement.

#### **4.9 Parts Inventory**

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down time and ensure that peak vehicle requirements are met. **All parts and any equipment or vehicles purchased in support of or under this agreement shall become the property of Yuba-Sutter Transit and shall be returned to AUTHORITY upon the completion or termination of this agreement for any reason.**

#### **4.10 Vehicle Cleaning**

CONTRACTOR shall maintain Yuba-Sutter Transit vehicles in a clean and neat condition at all times. A vehicle cleaning and washing log will be maintained for AUTHORITY, reported in the monthly report and available for review upon request.

Exteriors on all buses shall be washed at least twice per week, including the bus body and all windows. All wheels shall be cleaned at least once per week. The interiors of all vehicles shall be washed thoroughly at least once per week, 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 or graffiti of any kind will be repaired or removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month or more

often as necessary. All fabric upholstery shall be mechanically shampooed at least annually or as needed. Every operating day, the interior of all vehicles shall be swept, dusted and all trash and debris removed. In addition, the driver's daily inspection will include an evaluation of the general condition of the bus in terms of cleanliness.

On an annual basis, CONTRACTOR will perform complete vehicle detailing of the interior and exterior of each vehicle, scheduled in a manner that does not adversely affect the Yuba-Sutter Transit services. CONTRACTOR shall maintain a written record showing the date when each vehicle was detailed or is projected for future detailing and what specifically was done during each detailing service. This record shall be made available for AUTHORITY review upon request.

#### **4.11 Bus Exterior & Interior Advertising Sign Maintenance**

CONTRACTOR shall assist in AUTHORITY's bus exterior advertising program by making available, as requested, designated agency vehicles for the removal and installation of advertising signs by others. CONTRACTOR shall assist AUTHORITY with the placement, maintenance and removal of printed advertising and messaging pieces (brochures, newsletters and posters) in the buses as requested.

#### **4.12 Fuel**

According to established procedures, CONTRACTOR shall maintain accurate records of all fuel dispensed for the operation of the system whether from the bulk fuel storage tank supplied by AUTHORITY exclusively for fueling Yuba-Sutter Transit vehicles or from outside sources when necessary. CONTRACTOR shall provide a monthly report to AUTHORITY detailing gallons dispensed and miles per gallon for each vehicle for the previous month and for the year to date. When the fuel level of the bulk tank has been reduced to where a new fuel delivery is possible, CONTRACTOR shall immediately notify AUTHORITY to schedule a fuel delivery at the earliest opportunity to assure an uninterrupted supply of fuel and to maintain the highest average fuel level possible.

#### **4.13 Outside Contract Services**

CONTRACTOR shall not perform contract maintenance services using AUTHORITY's facility or assigned contract operating personnel without the written consent of AUTHORITY's Transit Manager. The terms by which AUTHORITY shall be compensated for such use shall be negotiated on a case by case basis and must be mutually agreeable to both parties.

#### **4.14 Facility & Equipment**

##### **4.14.1 Facility Cleaning & Maintenance**

CONTRACTOR shall not be responsible for the general janitorial cleaning of the offices and restrooms in the Yuba-Sutter Transit operations facility except as necessary to maintain basic day-to-day cleanliness between scheduled services. CONTRACTOR shall be responsible for cleaning all shop areas, service areas, facility grounds, and parking areas.

CONTRACTOR shall be responsible for routine inspection and maintenance of facility equipment and components including but not limited to gates, roll-up doors, compressor, back-up generator, vehicle lifts, wash rack filter and waste trap. If repairs are required to facility or facility systems, CONTRACTOR shall notify AUTHORITY upon noticing that such a need exists.



#### 4.14.2 Computer Hardware and Software

CONTRACTOR shall provide any and all computer hardware and software necessary for their firm's internal business activities and administration. Such computer equipment will not be connected to the Yuba-Sutter Transit network.

#### 4.14.3 Office Supplies and Furnishings

CONTRACTOR shall provide any office supplies, furnishings and equipment that are determined to be necessary to the management, administration and operation of Yuba-Sutter Transit beyond those provided by the AUTHORITY. Upon expiration of this contract, including any extensions, title to such furnishings shall pass to the AUTHORITY without additional compensation

#### 4.14.4 Street Furnishings

CONTRACTOR shall provide emergency clean-up and/or maintenance of bus stop signs, posts, benches and shelters as necessary.

### **4.15 Environmental Requirements**

#### 4.15.1 Spill Prevention, Control and Countermeasure Plan

CONTRACTOR shall prepare and maintain a Spill Prevention, Control and Countermeasure Plan ("Plan") in compliance with 40 CFR Part 112 for the Yuba-Sutter Transit Operating Facility located at 2100 B Street, Marysville CA. A completed Plan shall be provided to AUTHORITY no later than 30 days prior to the start of service under this RFP and Plan shall be updated and revised as needed to ensure compliance with the requirements of 40 CFR Part 112 and to reflect any changes to the facility, equipment or maintenance and operating practices.

CONTRACTOR shall implement and carry out the actions specified in the Plan and shall document the performance thereof to the AUTHORITY as part of its monthly reporting.

#### 4.15.2 Emergency Generator

CONTRACTOR shall conduct periodic and annual inspections of the on site Emergency Generator and document same as directed by AUTHORITY.

#### 4.15.3 EPA Hazardous Materials

CONTRACTOR shall be responsible for obtaining an EPA Identification number from the California Department of Toxic Substances Control, compliance with all Hazardous Waste Generator Requirements, and the disposal of any generated hazardous waste.

#### 4.15.4 Superfund Amendments and Reauthorization Act (SARA) Title III, Tier II Reporting

CONTRACTOR shall be responsible for preparing and submitting the documentation and annual reporting required pursuant to the Emergency Planning and Community Right-to-Know Act (EPCRA) 311/312 reporting requirements. Owners and operators are required to prepare and have available Safety Data Sheets (SDS) under the Federal Occupational Safety and Health Administration (OSHA) Hazard Communication Standard and must submit an inventory of their hazardous chemicals to the State Emergency Response Commission (SERC), Local Emergency Preparedness

Committee (LEPC), and the local fire department annually on March 1st. In California, this requirement is achieved through compliance with the Hazardous Materials Business Plan (HMBP) program.

More information about this requirement may be found at: <https://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Business-Plan.aspx>

## **Section 5 - Reports, Records and Surveys**

### **5.1 Financial Records**

Financial and accounting records related to the operations and maintenance of Yuba-Sutter Transit services shall be prepared and maintained in a complete, detailed and accurate manner, in accordance with generally accepted accounting principles, pursuant to the requirements of any applicable state or federal statute or regulation regarding accounting and financial reporting for publicly financed transit systems, including but not limited to, Level R or the Uniform Financial and Reporting Elements as required under the National Transit Database System (Section 15) of the Federal Transit Act of 1964, and Section 99243 of the California Public Utilities Code, as each of the foregoing are now in force or may hereafter be amended. Such records shall fairly and clearly disclose all of CONTRACTOR'S costs incurred by virtue of its operation of Yuba-Sutter Transit, including but not limited to, pay and employee benefits, materials and supplies, utilities, maintenance, contractual services, and all the related operating costs.

CONTRACTOR'S records shall be kept with sufficient detail to constitute an audit trail to verify that all costs charged to AUTHORITY by virtue of this agreement are due to the operation of Yuba-Sutter Transit's system only and are not due to the operation of any other service by CONTRACTOR. Such records shall be provided to AUTHORITY upon request for purposes of complying with federal, state and local reporting requirements.

### **5.2 Operating Reports**

CONTRACTOR shall gather, maintain, prepare and submit to AUTHORITY such operating information, records and reports as may reasonably be required to allow AUTHORITY to evaluate and analyze the type and quality of the services provided pursuant to this agreement. Such information and records shall include, but not be limited to, passenger boardings by service, route, day and fare category; vehicle service and revenue hours and miles by service, day and route; required ADA information; farebox revenues received; vehicle mileage, fuel consumption; accident, incident and road call information; service quality information including missed trips, on-time performance, wait times, service complaints and unfulfilled service requests; staffing and training information; maintenance activity by vehicle including passenger lift, air conditioning and service availability status.

A monthly activity report including the above and any other pertinent information shall be submitted to Yuba-Sutter Transit by the 10th day of the month following the reporting period. The report shall highlight any problems encountered along with suggested solutions.

CONTRACTOR shall be solely responsible for conducting all required surveys, compiling data in the required format and submitting reports to AUTHORITY for compliance with the National Transit Database System (Section 15) of the Federal Transit Act for motor bus, commuter bus and demand response services.

### **5.3 Maintenance Records**

CONTRACTOR shall prepare, maintain, reduce to written or electronic form and make available to Yuba- Sutter Transit, records and data relative to vehicle, vehicle accessory and radio system maintenance. Maintenance records shall be maintained on each vehicle indicating all warranty work, preventive maintenance, mileage, road calls, fuel and oil consumption, downtime and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable requirements of state or federal statutes, as well as any needs of AUTHORITY to accurately enable it to evaluate CONTRACTOR'S maintenance performance.

Records of all maintenance and inspections shall be made available to AUTHORITY, the California Highway Patrol and other such regulatory agencies with jurisdiction when requested. AUTHORITY maintains the right to inspect, examine and test, at any reasonable time, any equipment used in the performance of maintenance 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 CONTRACTOR is instructed by AUTHORITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

All maintenance records and reports shall be retained and maintained for as long as each vehicle is owned and/or operated by AUTHORITY or until this agreement expires or is terminated. Such documents shall be released to AUTHORITY upon the disposal of any vehicle or upon the expiration or termination of this agreement.

### **5.4 Surveys**

AUTHORITY will design and CONTRACTOR will assist, to the extent practical, in the conduct of periodic surveys during the term of this agreement. CONTRACTOR shall cooperate with AUTHORITY in any such activities by making available needed equipment, facilities and personnel accordingly at no additional expense to AUTHORITY. This shall include, but not be limited to the conducting of occasional passenger surveys.

# ATTACHMENT 4

## YUBA-SUTTER TRANSIT VEHICLE INVENTORY EFFECTIVE DATE APRIL 1, 2019

Bus #	Year	Make	Model	Engine Type	Total *		Planned Replacement Date	Lifetime Mileage As of 4/1/2019	Length (ft)	Depreciated Value 6/30/2019	Vehicle Warranty
					Capacity	Condition**					
1670	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	242,296	25	\$ 2,000	N
1671	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	236,284	25	\$ 2,000	N
1672	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	230,631	25	\$ 2,000	N
1673	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	231,390	25	\$ 2,000	N
1674	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	224,450	25	\$ 2,000	N
1675	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	222,154	25	\$ 2,000	N
1676	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	230,859	25	\$ 2,000	N
1677	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	200,243	25	\$ 2,000	N
1678	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	228,022	25	\$ 2,000	N
1679	2010	Chevy/Starcraft	All-Star 4500	6.6 L/Diesel	16/2	P	06/2019	227,118	25	\$ 2,000	N
1681	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	146,174	25	\$ 21,665	N
1682	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	137,302	25	\$ 21,665	N
1683	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	150,931	25	\$ 21,665	N
1684	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	139,648	25	\$ 21,665	N
1685	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	145,852	25	\$ 21,665	N
1686	2014	Chevy/Glaval	Titan II 4500	6.6 L/Diesel	16/2	E	2022	146,683	25	\$ 21,665	N
2721	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	281,546	30	\$ 2,000	N
2722	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	270,059	30	\$ 2,000	N
2723	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	307,435	30	\$ 2,000	N
2724	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	286,881	30	\$ 2,000	N
2725	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	294,703	30	\$ 2,000	N
2727	2008	NABI/Opus	Opus 29SD	6.7 L/Diesel	27/2	F	12/2019	275,907	30	\$ 2,000	N
3161	2008	NABI/Opus	Opus 34DD	6.7 L/Diesel	31/2	F	12/2019	255,449	35	\$ 2,000	N
3162	2008	NABI/Opus	Opus 34DD	6.7 L/Diesel	31/2	F	12/2019	269,803	35	\$ 2,000	N
3163	2008	NABI/Opus	Opus 34DD	6.7 L/Diesel	31/2	F	12/2019	288,491	35	\$ 2,000	N
3164	2008	NABI/Opus	Opus 34DD	6.7 L/Diesel	31/2	F	12/2019	291,821	35	\$ 2,000	N
3165	2008	NABI/Opus	Opus 34DD	6.7 L/Diesel	31/2	F	12/2019	310,977	35	\$ 2,000	N
3230	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	145,971	35	\$ 224,328	N
3231	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	148,365	35	\$ 224,328	N
3232	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	176,092	35	\$ 224,328	N
3233	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	186,300	35	\$ 224,328	N
3234	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	185,412	35	\$ 224,328	N
3235	2013	Gillig	35DD	8.9L/Diesel	32/2	E	2026	175,214	35	\$ 224,328	N
3236	2014	Gillig	35DD	8.9L/Diesel	32/2	E	2026	159,922	35	\$ 224,328	N
3237	2014	Gillig	35DD	8.9L/Diesel	32/2	E	2026	155,678	35	\$ 224,328	N
3238	2014	Gillig	35DD	8.9L/Diesel	32/2	E	2026	160,658	35	\$ 224,328	N
3239	2014	Gillig	35DD	8.9L/Diesel	32/2	E	2026	180,296	35	\$ 224,328	N
3240	2014	Gillig	35DD	8.9L/Diesel	32/2	E	2026	172,351	35	\$ 224,328	N
5701	2010	MCI	D4500	11.0 L/Diesel	57/2	E	2025	372,966	45	\$ 128,770	N
5702	2010	MCI	D4500	11.0 L/Diesel	57/2	E	2025	373,317	45	\$ 128,770	N
5703	2010	MCI	D4500	11.0 L/Diesel	57/2	E	2025	352,109	45	\$ 128,770	N
5704	2012	MCI	D4500	11.9 L/Diesel	57/2	E	2028	258,668	45	\$ 271,762	N
5705	2012	MCI	D4500	11.9 L/Diesel	57/2	E	2028	263,403	45	\$ 271,762	N
5706	2012	MCI	D4500	11.9 L/Diesel	57/2	E	2028	265,293	45	\$ 271,762	N
5707	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	28,970	45	\$ 548,777	Y
5708	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	30,765	45	\$ 548,777	Y
5709	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	29,178	45	\$ 548,777	Y
5710	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	24,419	45	\$ 548,777	Y
5711	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	31,138	45	\$ 548,777	Y
5712	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	31,373	45	\$ 548,777	Y
5713	2018	MCI	D4500	11.9 L/Diesel	57/2	E	2034	31,961	45	\$ 548,777	Y
<b>NON-REVENUE VEHICLES</b>											
005	2003	Ford Truck	F350	6.0 L/Diesel	3	G		36,041		\$ -	n/a
<b>SUPERVISOR (TRANSDEV) VEHICLES</b>											
010	2007	Ford	Escape	Gas/Hybrid	5	G		117,498		n/a	n/a
011	2009	Ford	Escape	Gas/Hybrid	5	G		125,269		n/a	n/a
012	2006	Ford	Explorer	Gas	5	G		110,470		n/a	n/a
013	2012	Chevy	Cruze	Gas	5	E		44,697		n/a	n/a
014	2012	Chevy	Cruze	Gas	5	E		46,316		n/a	n/a

\*First number is seated capacity, second number is the wheelchair capacity.

\*\*E = Excellent / G = Good / F = Fair / P = Poor

Updated: 4/2/2019 By: APW