



REQUEST FOR PROPOSALS (RFP) NO. 23-001

FOR

Transit Operations and Management Services

RFP ISSUED: 11/8/23

PROPOSALS DUE: 1/18/2024 3:00 PM

PROPOSAL SUBMITALS TO:

City of Turlock

Attn: Purchasing

156 S. Broadway, Suite 270

Turlock, CA 95380

INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide fixed route and demand-response transit operations and management services.

BACKGROUND

In the heart of California’s Central Valley, Turlock is the second largest city in Stanislaus County located 100 miles south of Sacramento, CA covering an area just over 16 square miles with a population of over 73,000. Turlock is a General Law City that operates under the Council/Manager form of government. There are five city departments including Police, Fire, Development, Municipal and Administrative Services.

The City operates public transit services under the brand of Turlock Transit. This service includes fixed route service consisting of seven (7) routes and an ADA Paratransit service within the City of Turlock. Turlock Transit also operates a general public On-Demand service that serves Turlock and extends to the neighboring community of Denair.

In Fiscal Year 2021/22, Turlock Transit transported 153,277 passengers on the Fixed Route service, 7,770 passengers with the Paratransit service, and 419 on the new On-Demand service. In Fiscal Year 2022/23, Turlock Transit transported 259,131 passengers on the Fixed Route service, 7,450 passengers with the Paratransit service, and 4,778 passengers with the On-Demand service.

Funding for transit operations and capital expenses come primarily from FTA Section 5307 funds, passenger fares, Measure L sales tax revenue, advertising revenue and other state/federal grant programs.

RFP TIMELINE

This RFP will be governed by the following schedule:

- ❖ 11/8/2023 RFP Issued
- ❖ 11/29/2023 Site Inspections and Pre-Proposal Conference
- ❖ 12/6/2023 Deadline for Requests for Information by 3:00 p.m.
- ❖ 12/18/2023 Addendum(s) and Responses Posted by 3:00 p.m.
- ❖ 1/18/2024 Proposals Due by 3:00 p.m.
- ❖ 2/8/2024 Conduct Interviews
- ❖ 2/20/2024 Issue Notice of Intent to Award
- ❖ 3/26/2024 Approval of Contract
- ❖ 7/1/2024 Contracted Services Begin

*All dates are subject to change at the discretion of the City

A non-mandatory facility site visit and pre-proposal conference is scheduled for Tuesday, November 29, 2023. The site visit will begin at 10:00 AM PDT at City Corporation Yard located at 701 S. Walnut Rd., Turlock, California 95380. Prospective Proposers should report to the parking lot, where a staff member will be present to open the secured gate and allow parking

in the employee parking area. This portion of the site visit will provide Prospective Proposers with an opportunity to review representative vehicles in the fleet, maintenance and fueling facilities. The site visit will conclude with a tour of the Transit Center located at 1418 N. Golden State Blvd., Turlock, California 95380.

The pre-proposal conference is scheduled, following the tours, at the Transit Center, Suite 1 Conference Room on November 29, 2023, at 1:30 PM PDT. Please note that no questions regarding the RFP may be asked during the site visits; any questions that arise relating to the site visit or the RFP should be raised during the pre-proposal conference or in the subsequent interpretation and clarification process. All questions asked and responses given at the pre-proposal conference will be recorded and distributed to all Prospective Proposers. Any oral responses to questions not reflected in the written pre-proposal minutes are not binding on City.

QUESTIONS

Request for Information (RFI) should be directed to: purchasing@turlock.ca.us

All questions must be in writing and received no later than December 6, 2023 to provide time for issuing and forwarding responses. The City will not be responsible for oral interpretations of the Request for Proposal (RFP).

The RFP number (“23-001”) must be included in the subject field of all email messages. Proposers should contact the Purchasing Manager if a confirmation email is not received within one Day of their email submittal. Read receipt requests will be acknowledged.

City will review and prepare a written response to each request for interpretation or clarification submitted by a Prospective Proposer pursuant to this Section. City is not bound by any oral interpretations or clarifications of, or any oral modifications to, the provisions of this RFP made by any City representative. Any clarification or change to the RFP must be by written addenda issued by City. City written responses to Proposer questions will be answered via addenda with a link emailed to Proposer for location of posted addenda, by 3:00 P.M. on December 18, 2023.

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

SCOPE OF SERVICE

The City invites you to submit a proposal for transit operation and management services of City’s local fixed route and demand response (including paratransit and on-demand) transit services for a fixed contract term in accordance with terms of this RFP, the attached Scope of Work, and the attached Draft Agreement.

PROPOSAL FORMAL GUIDELINES

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

Consultants are to provide the City with a proposal using the following guidelines:

- A. **Clear and Concise Proposal** - Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the format described herein and shall provide all pertinent information, including but not limited to information relating to management structure and key personnel, operations capability, experience, plan for addressing key cost drivers (as described herein), financial resources, and other information as specified in this RFP. Failure to adhere to instructions may be cause for rejection of any proposal.
- B. **Formatting and Contents** - Each proposal must include a Pre-qualifications Submittal, a Technical Qualifications Proposal, and a Price Proposal, and each must include all of the required contents listed below, including their respective forms. Each proposal shall include a table of contents clearly referencing the elements of each submittal and each section of a submittal must be clearly labeled by contents in accordance with the Tabs described below. A proposal may be considered non-responsive and technically unacceptable if it modifies or fails to conform to each of the requirements set forth herein and/or does not include properly completed forms listed in Appendix F.
- C. **Page Limitations** - The Technical Qualifications Proposal cannot exceed ninety (90) pages in length. There are no specific page limitations on the Pre-qualifications Submittal (other than Tabs PS-2 and PS-3) or the Price Proposal.
- D. **Pre-Qualifications Submittal** - Each Proposer shall submit a Pre-qualifications Submittal (PS) that includes all of the background information, qualifications, and certifications set forth below. The PS will be evaluated on a Pass/Fail basis as part of City's determinations regarding the technical acceptability and responsiveness of the Proposal, the responsibility of the Proposer, and the Proposer's satisfaction of the basic qualifications needed to perform the Work. The PS will be formatted to include the following:

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

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

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

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

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

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

Tab PS-5 – Financial Information

- a. Each Proposer shall provide an audited financial statement reflecting the financial condition of the Proposer, including a full and detailed presentation of the true condition as of December 31, 2022 of the Proposer's assets, liabilities, and net worth. In the event that Proposer's fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable. If an audited financial statement is not available, the Proposer may provide a certified financial statement signed and authenticated by its chief financial officer.
- b. The financial statement and related documents must set forth the financial status of the entity, subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the Proposer is a wholly owned subsidiary of a parent corporation, an audited financial statement for the last fiscal year for the parent corporation must also be submitted. If a Proposer relies on the financial statements of a parent corporation, City reserves the right to require that parent corporation to execute a written Parent Guarantee of the performance of its subsidiary (the Proposer).
- c. The Proposer shall also disclose (A) any planned or proposed acquisition by or of another entity or any planned or proposed merger with another entity; and (B) any adverse financial information or condition (including bankruptcy or insolvency) that (I) arose during the two (2) year period prior to the period covered by the financial statements submitted; (II) has arisen after the period covered by financial statements submitted; or (III) is otherwise not fully reflected in those financial statements. Proposers should note that the Financial Information submitted under this Tab will be reviewed both (A) as part of the Pre-qualification review process for all Proposers; and (B) as part of the evaluation and scoring of the Technical Qualifications Proposals for those Proposers found to have satisfied the Pre-qualification requirements.

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

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

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

- a. EEO/Affirmative Action Plan - This section shall include an Equal Employment Opportunity/Affirmative Action program or plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.
- b. Drug and Alcohol Policy - This section should include the Proposer's drug and alcohol policy, which must comply with FTA/DOT regulations. Random pool for testing must be limited to all safety sensitive positions for employees operating under this contract only.

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

Tab PS-9 -- Performance Bond and Insurance - Each Proposer shall provide evidence of the Proposer's ability to obtain (1) the performance bond required under the Draft Operations Agreement, in the form of a letter from a surety company that has an A.M. Best rating of "A" or better and that is authorized to conduct business in California, and (2) the insurance coverages required under Section 27 of the Draft Operations Agreement, in the form of a letter from an insurance carrier or broker that has an A.M. Best rating of "A" or better and that is authorized to conduct business in California. These letters should specifically reference the bonding or insurance requirements, as applicable, that have been established by City for this procurement; general statements "endorsing" the Proposer or referencing the Proposer's good business or financial record are not sufficient.

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

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

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

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

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

- a. A list of all entities, public and private, for which the Proposer has operated fixed route and/or demand-response transit services during the past five (5) years, including an identification of the work performed and its current status, fleet size, number of employees, and a description of the Proposer's experience in performing services similar to the Scope of Work in this RFP.
- b. The current addresses of each entity listed in section (a.), including email addresses and telephone numbers of appropriate contact persons. (City may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)
- c. The following statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in section (a.) above: (1) Revenue Service on-time performance; (2) complaints per 100,000 passengers; (3) chargeable (preventable) accidents per 100,000 Revenue Miles; and (4) number, dollar amount, and category of liquidated damages assessed. The statistics and information provided shall be based on or otherwise utilize the definitions in the NTD reporting system where applicable.

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

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

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

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

- a. The Proposer's plan for staffing the services to be provided under this RFP, including the number and identification (by title, position, or job classification) of personnel the Proposer intends to utilize in providing such services. The Proposer selected under this RFP will be required to adhere to its Staffing Plan throughout the term of the Agreement. In preparing the Staffing Plan, proposers should note the staffing requirements of the Agreement and Appendix D of this RFP. The completed staffing matrix as found in Appendix D must be included as part of the staffing plan submittal.
- b. The Staffing Plan should demonstrate that the Proposer will be able to provide and retain a sufficient number of qualified personnel to operate the services being procured under this RFP in accordance with all contractual requirements. In addition, the Staffing Plan should:
 - i. Include management and all other administration staff, full and part-time.
 - ii. Assure that the employees provided for City services that will be operating a Revenue Vehicle are qualified to operate all vehicles, equipment and systems, including fareboxes, destination signs, and surveillance systems.
 - iii. Identify the persons or positions responsible for driver evaluations, behind-the-wheel training, operations training, road supervision and designated Safety Officer.
 - iv. Identify the persons or positions responsible for managing and overseeing the successful utilization of technology, and for carrying out the responsibilities as set forth in the Agreement.
 - v. Provide a description of the Proposer's plans and programs to promote employee recruitment and retention, including its plan for adequate compensation and benefits, split-shift and other scheduling compensation, opportunities for advancement, enhancing employee morale, and other means for promoting the recruitment and retention of employees and the preservation of a stable work force.
 - vi. Provide a description of the Proposer's program for rewarding outstanding employee performance, including attendance, and for enhancing the overall quality and performance of the workforce.
 - vii. Provide a description of the Proposer's plans, programs and staffing to promote environmental sustainability, including Corrective Action Plans for potential short-term and long-term staffing shortages.
 - viii. Provide a description of the Proposer's Employee Health and Wellness Program.

ix. Include a complete Staffing Matrix using the form provided in Appendix D.

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

- a. A description of the Proposer's program for training operators, dispatchers, supervisors, and other personnel. The Training Program must include an identification of the specific course content or subject matter and the number of hours of training to be provided for each of the above classes of employees. A minimum of 144 hours per operator is required for the initial training program.
- b. A description of the specific training the Proposer will provide regarding (A) the operation of Equipment and systems used in providing service under the Agreement; (B) the ADA training program; and (C) safety and security of operations, Vehicles, and the Facility to assure compliance with the safety and security requirements of the Agreement.
- c. A description of both initial and in-service training, including the steps the Proposer intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work.
- d. At least one Key Personnel shall attend each of the two CalACT conferences per year.

Tab TP-7 – Intelligent Transportation System Management and Operation Plan – City does not currently have a complete Intelligent Transportation System (ITS) active within its fleet. However, plans are underway to implement this technology across all transit vehicles. This section shall include (1) an explanation of the Proposer's experience and/or familiarity with communications and monitoring systems; (2) the Proposer's plan for successfully managing and operating an ITS including the associated data exceptions processing; and (3) identify opportunities for Proposer to provide technology enhancements to all aspects of the ITS project.

Tab TP-8 -- Safety Program - This section shall include (1) a description of the Proposer's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations including a driver evaluation program; (2) a full understanding of City's PTASP with methods to achieve Safety Performance Targets; (3) an Infectious Diseases Management Plan; and (4) a description of the Proposer's safety record over the past five (5) years, in statistical form if possible, including an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.

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

This Plan shall specifically describe the actions the Proposer will undertake, during the transition and start-up period, to foster an environment that will promote City goals of

providing safe, reliable, and high-quality transit services, assuring courtesy to passengers, and providing exceptional customer service.

Tab TP-10 – Innovative Approaches and Technologies. - This section shall provide the Proposer's specific ideas and proposals for (1) increasing efficiencies or reducing costs, such as through increased ridership, increased fuel efficiency, or other business or private market approaches; (2) introducing new technologies to improve quality, efficiency, and/or reliability of transit operations. This should include specific examples of the Proposer's successful use of the ideas and proposals identified; and (3) improvements to the overall work environment for staff, including incentives and morale enhancements.

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

- F. **Price Proposal** - Each Proposer shall submit a Price Proposal (PP) that includes all of the information described in this Section. Proposers shall provide ONE (1) UNBOUND ORIGINAL HARD COPY; FIVE (5) BOUND COPIES; AND (1) ELECTRONIC VERSION (USB DRIVE) of the Price Proposal in a separate sealed envelope marked "PRICE PROPOSAL – CITY OF TURLOCK – RFP No. 23-001". (The electronic version should be separate from the versions containing the Pre-qualifications Submittal and the Technical Qualifications Proposal). The price and cost information in Tab PP-1 should be presented in both a written and digital excel spread sheet. All figures in the written hard copy of the PP must be in ink or typewritten; figures written in pencil or containing erasures are not acceptable.

The Price Proposal shall set forth the proposed price for providing the services in this RFP using the forms in Appendix E including each of the following:

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

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

Tab PP-3 – The Start-Up Detail costs using the form in Appendix E.

Tab PP-4 – The Benefits summary using the form in Appendix E.

Elements of Cost – In developing Price Proposals, Proposers should consider that City will be paying for the fuel costs for and maintenance of the Revenue Vehicles used to provide services pursuant to this RFP. By assuming responsibility for fuel and maintenance costs, City is relieving the selected Proposer of a significant cost risk during the term of the Contract. In addition, in developing Price Proposals, Proposers should

consider their obligation to comply with applicable Federal, State, and local laws and regulations relating to employee wages and benefits and City business license fees.

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

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

PROCESS FOR SUBMITTING PROPOSALS

Sealed bids for this RFP shall be filed with the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3:00 PM on Thursday, January 18, 2024. No late bids will be accepted. Proposers shall submit one (1) original, five (5) hard bound copies and one (1) electronic copy (USB flash drive).

Each proposal shall be in the form specified in this RFP, and provided in a sealed envelope addressed to the City of Turlock, Purchasing Officer, at the address set forth in subsection A above, with outside markings stating:

- (1) RFP No. 23-001; and
- (2) Do Not Open with Regular Mail.

The Pre-qualifications Submittal and the Technical Qualifications Proposal should be combined in one package and electronic version, and the Price Proposal should be in a separate package and electronic version. Proposers shall clearly designate and mark information deemed confidential, proprietary, or trade secret consistent with applicable California law. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification will not be sufficient and shall not bind City in any way whatsoever.

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

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

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth below. While price is one factor for award, it is not the sole consideration. The City seeks to award an agreement on the basis of “best value” to the City.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
Management and Technical Competence: The quality and competence of the Proposer's Key Personnel, as well as technical and support resources, to ensure satisfactory performance of services. This includes the Proposer's approach to management of the services, as well as strategies for enhancing service quality, productivity and/or performance.	25	
Capability and Experience: The overall quality and extent of the Proposer's experience in fixed route and demand response operations and its demonstrated capability and performance with similar projects, including the Proposer's record for on-time performance; its safety record; and its overall ability to meet the City's performance requirements.	20	
Financial Viability The overall financial health of the Proposer, including its liquidity (as measured by standard ratios), its overall financial capacity, its financial reserves and its credit worthiness.	5	
Quality of Plans and Submittals: The quality and completeness of the Proposer's Safety Program, Transition and Start-up Plan, Staffing Plan, Training Plan, Innovative Approaches and Technologies, and other related plans and submittals.	15	

Price Proposal	25	
Proposals will be evaluated and scored on the basis of the total Contract Price Proposal, which is the sum of the annual prices for the base contract years and the two (2) option years plus the Transition and Start-up Costs.	25	
Retention of Existing Employees	10	
Proposer intends to retain employees from previous contract in accordance with California Labor Code Section 1072(a)	10	
Total Points	100	

Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms. After reviewing the proposals, City Staff may conduct interviews with the top firms. Staff will forward a recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The City's Evaluation Committee ("Committee") will review and score all responsive written proposals based upon the Evaluation Criteria set forth above and make its determination as to which proposal offers the best value, on the basis of the Technical Qualifications and Price Proposal. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

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

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

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

C. Determinations Regarding Competitive Range

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

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

D. Interviews and Discussions

If a competitive range is established, interviews and discussions will be held by the members of the Committee with all Proposers determined to be in the competitive range.

- a. The timing, length, and structure of these interviews will be at the discretion of City, but they will normally include a presentation by the Proposer, followed by questions and requests for clarification by City representatives.

- b. Proposers should ensure that each individual identified in its proposal as filling a Key Personnel position is present at the interview. Failure to comply with this requirement will adversely affect a Proposer's evaluation.
- c. Proposers should be prepared to fully explain and justify their Price Proposals, including the assumptions or models they used to develop costs.

E. Tentative Selection

At the conclusion of the interview and discussion process, Evaluation Committee will evaluate and score the proposals. The Evaluation Committee will rank all proposals, determine the highest ranked proposal, and the Transit Manager will submit the recommendation for Contract award to the Public Works Director for review. A Notice of Intent to Award will be emailed to the point of contact for each proposal received under the solicitation, posted to City's website, as well as made available for review at the Office of the Purchasing Officer, Turlock City Hall, 156 S. Broadway, Ste. 270, Turlock, CA 95380 during normal business hours.

F. Action by the City Council

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

G. Single Proposal

If only one proposal is received in response to this RFP, information will be requested from the Proposer to enable City to perform a cost/price analysis and evaluation and audit in order to determine if the price is fair and reasonable. Award may be made to a single Proposer if City determines that the proposal meets the requirements of this RFP and that the price is fair and reasonable.

H. Authority of Purchasing Officer

The Purchasing Officer shall have the authority to negotiate over price and technical matters; conduct a cost/price analysis to determine the fairness and reasonableness of the Price Proposals; assess the price realism of the Price Proposals; review and audit all business records and related documents of any Proposer (including any affiliate or parent

company, partner, or joint venture member); contact any client references; and conduct site visits and investigations.

I. Protest Procedures

- a. Protest procedures are included in this RFP as per FTA Circular 4220.1F, Chapter VII.
- b. In order for a bid protest to be considered by City, it must be submitted by an Interested Party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an Interested Party or which is not in accordance with the procedures shall not be considered by City, and will be returned to the submitting party without any further action by City. In all instances where City receives a protest involving a potential contract that will be funded with Federal Transit Administration funds, City will notify the Federal Transit Administration of the protest, provide information concerning the nature of the protest, and keep the Federal Transit Administration informed about the status of the protest.

c. Grounds for Protest

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

- i. City has failed to comply with applicable Federal or State Law; or
- ii. City has failed to comply with its procurement procedures; or
- iii. City has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
- iv. City has issued restrictive or discriminatory specifications.

d. Contents of Protest

- i. A bid protest must be filed in writing and must include:
 1. The name and address of the protestor.
 2. The name and number of the procurement solicitation.
 3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of City procurement procedures, or specific term of the solicitation alleged to have been violated.
 4. Any relevant supporting documentation the protesting party desires City to consider in making its decision.
 5. The desired relief, action, or ruling sought by the protestor.
- ii. Protests must be filed with:

Purchasing Officer
156 S Broadway, Suite 270
Turlock, CA 95380
Email: purchasing@turlock.ca.us
- iii. All protests must be received at City address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Time.
- iv. If any of the information required by this section is omitted or incomplete, City will notify the protestor, in writing, within one (1) Day of the receipt of the protest, and the protestor will be given one (1) Day to provide the

omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

e. Timing Requirements and Categories of Protests

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

- i. Any bid protest alleging improprieties in a Solicitation process or in Solicitation documents must be filed no later than 5:00 P.M., five (5) Days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by City. Any protest based on such grounds not filed within this period will not be considered by City. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
- ii. Any bid protests regarding the evaluation of Bids or proposals by City, or alleging improprieties involving the approval or award or proposed approval or award of a Contract must be filed with City no later than 5:00 P.M., five (5) Days after the protestor's receipt of City's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of bids or proposals, or the Contract approval or award will not be considered by City. City will notify all unsuccessful bidders or proposers of its intent to award a Contract to the successful bidder or proposer by email at the same time it notifies the successful bidder or proposer if City of Turlock City Council approval is not required, and at the same time as the publication of the City of Turlock City Council agenda if City Council approval is required.

f. Review of Protest by City

- i. City will notify the protestor within three (3) Days of timely receipt of a bid protest that the protest is being considered.
- ii. In the notification, City will inform the protestor of any additional information required for evaluation of the protest by City, and set a time deadline for submittal of such information. If City requests additional information and it is not submitted by the stated deadline, City may either review the protest on the information before it, or decline to take further action on the protest.
- iii. In its sole discretion, City may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to City relative to the merits of the bid protest. City will set a time deadline for the submittal of such comments, which will be no less than five (5) Days after City provides notification of the protest.
- iv. In its sole discretion, City may schedule an informal conference on the merits of a bid protest. All Interested Parties will be invited to participate

in the conference. Any information provided at the conference will only be considered by City in deciding the bid protest if it is submitted to City in writing within three (3) Days after the conference.

g. Effects of Protest on Procurement Actions

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

h. Summary Dismissal of Protests

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

i. Protest Decisions

- i. After review of a bid protest by appropriate City staff and/or legal counsel, a recommendation shall be made to City Manager concerning the appropriate disposition of such protest.
- ii. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and City's own investigation and analysis.
- iii. The decision of City Manager shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of City Manager will be issued within thirty (30) Days after the date all

- relevant information is submitted according to the dealings set forth in these procedures.
- iv. If the protest is upheld, City will take appropriate action to correct the procurement process and protect the rights of the protestor, including solicitation, revised evaluation of bids or proposals or City's determination, or termination of the contract.
 - v. If the protest is denied, City will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

j. Judicial Appeals

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

k. Federal Transit Administration Appeals

- i. A protestor adversely affected by a bid protest decision of City Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1, as currently in effect as of the date of City's decision on the bid protest. A protestor must exhaust its administrative remedies by pursuing City protest procedures to completion before appealing City's decision to FTA.
- ii. Under the provision of the FTA Circular, FTA will only review protests regarding the alleged failure of City to have written protest procedures, the alleged failure of City to have complied with its protest procedures; or City's alleged failure to review a protest when presented the opportunity to do so. FTA will not consider every appeal filed by a protestor merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violation of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
- iii. In accordance with the FTA Circular, such protest must be filed with FTA's Regional Office no later than five (5) Days after the date when the protestor has received actual or constructive notice of City's final decision or within five Days of the date when the protester has identified other grounds for appeal to FTA (i.e., City's failure to have or failure to comply with its protest procedures or failure to review the protest).

EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the City's Purchasing Officer, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP (including the Draft Professional Services Agreement), except as otherwise specified in the proposal. Each proposal found technically acceptable shall constitute an offer to provide the services described in this RFP. Proposals are subject to modifications through the discussions/negotiations at the option of City; however, Proposers should submit proposals that are acceptable without additional explanation or information. Any and all parts of the submitted proposal may become part of any subsequent contract between the selected Proposer and City.

A. Contract Requirements

The proposer selected in this procurement will be required to comply with the terms and conditions of the Agreement (including this RFP and attached Scope of Work), all applicable State, local and Federal laws and regulations, City Transit policies, and Transit Staffing minimum Requirements set forth in Appendix D.

B. Contract Term

The Contract Term for the services to be provided will commence on July 1, 2024, and will consist of a five (5) year base term ending on June 30, 2029, but shall include two (2) one-year options beginning on July 1, 2029 and 2030. Each Contract Year will begin on July 1 and end on June 30 of the following year.

C. Compensation Method

The Contract will be a fixed price contract. Proposer will be compensated on the basis of a Fixed Monthly Cost and a Rate per Revenue Hour. Special Bus Services and Additional Services will be compensated at the Rate per Revenue Hour specified in the Agreement.

D. Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

E. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

F. Professional Services Agreement

The City will require a professional services agreement from the consultant found most qualified. A copy of the City's Draft Service Agreement is attached as Appendix C. If an agreement cannot be reached, negotiations with an alternate consultant may commence.

G. Exceptions

If the Proposer takes exception to any of the terms within the PSA, they may request a modification as part of an RFI during the period of time permitted for RFI submission. If the RFI period has elapsed, the Proposer may state such exceptions, as well as any other exceptions to RFP requirements, under Tab PS-10 of their Proposal for consideration by the City. The City is under no obligation to make the requested modifications, but will consider each request. Final determination for each request is at the sole discretion of the City.

H. Requests for Clarification and Addenda Process

- a. Request for Interpretation or Clarification – Prospective Proposers may submit written requests to City for an interpretation or clarification of, or an addendum to, this RFP. All requests must be received by City no later than 3:00 PM PDT on December 6, 2023. Requests must be emailed to the Purchasing Officer at purchasing@turlock.ca.us.

The RFP number (“23-001”) must be included in the subject field of all email messages. Proposers should contact the Purchasing Supervisor if a confirmation email is not received within one Day of their email submittal. Read receipt requests will be acknowledged.

- b. City Responses – City will review and prepare a written response to each request for interpretation or clarification submitted by a Prospective Proposer pursuant to this Section. City is not bound by any oral interpretations or clarifications of, or any oral modifications to, the provisions of this RFP made by any City representative. Any clarification or change to the RFP must be by written addenda issued by City pursuant to this Section. City written responses to Proposer questions, together with any addenda (as described in subsection c), will be emailed, posted or otherwise furnished to all Prospective Proposers by the dates set forth in this RFP.

I. Restrictions on Lobbying and Contacts

- a. **Restrictions on Lobbying and Contacts with City of Turlock City Council** - During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, or agent representing such a person (or entity), shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of the City of Turlock City Council. Any such contact shall be grounds for the disqualification of the Proposer.
- b. **Restrictions on Lobbying and Contacts with City Staff** - During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, each person or entity described in subsection A shall limit their communication with City staff to the written clarification and amendment process described and any interviews and discussions held pursuant to Section 2. During such time period, any such person or entity is precluded from having any communications regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of City Evaluation Committee, other than communications during the interviews and discussions. Any such unauthorized communication shall be grounds for the disqualification of the Proposer. The current operator may have discussions with City staff regarding current operations.
- c. **Conflicts of Interest** - No employee, officer or agent of City shall participate in the evaluation or selection process, or in the award or administration of the Contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:
 - i. The employee, or an officer or agent of the employee;
 - ii. Any member of the employee's immediate family;
 - iii. The employee's business partner; or
 - iv. An organization which employs, or is about to employ, any of the above.

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

J. False, Incomplete, or Unresponsive Statements

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

K. Proposal Withdrawal

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

L. Technically Unacceptable Proposals

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

M. Disqualification of Proposers

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

- a. Failure to use the Price Proposal forms provided by City.
- b. Lack of signature by authorized representative of the Proposer.
- c. Failure to properly complete documentation in the proposal.
- d. Evidence of collusion among Proposers.
- e. Unauthorized alteration of proposal forms.
- f. Failure to provide a proposal that is responsive to the requirements of the RFP

N. Cancellation of Procurement

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

O. Proposal Rejection

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

APPENDICES

Appendix A	Definitions
Appendix B	Scope of Work
Appendix C	Draft Services Agreement
Appendix D	Staffing
Appendix E	Costs
Appendix F	Required Proposal Forms

APPENDIX A: DEFINITIONS

The terms and definitions contained herein apply to the Request for Proposal (RFP) No.: 23-001 Transit Operations and Management Services and its related Appendices and Attachments released by the City of Turlock.

1. **Agreement**. – The term “Agreement” this Agreement between City and Contractor for the operation of the Turlock Transit services described in this Agreement and the Attachments hereto.
2. **Approval**. – The term “Approval” means a written determination by City that a particular plan, program, invoice, action, or submittal of Contractor appears to meet the requirements of this Agreement or the other Contract Documents. “Approval” shall not operate to shift any risk to City or relieve Contractor of any obligations under this Agreement.
3. **Bid**. – The term “Bid” includes any proposal or offer submitted by a Proposer in response to Request for Proposals (RFP) No.: 23-001.
4. **City**. – The term “City” means City of Turlock, a local transportation provider created pursuant to California State law with its principal place of business in Turlock, California.
5. **Commencement Date**. – The term “Commencement Date” means the date Contractor assumes responsibility for the operation of Revenue Service under this Agreement, currently scheduled for July 1, 2024.
6. **Contract**. – The term “Contract” means the document to be entered into between City and the successful Proposer.
7. **Contract Term** – The term “Contract Term” means the base contract term and the option period (if exercised by CITY).
8. **Contractor**. – The term “Contractor” means **[name of Contractor]**, the corporation entering into this Agreement with City to provide the Scope of Work described herein.
9. **Corp Yard**. – The term “Corp Yard” means City’s Corporation Yard where the bus maintenance facility is currently located and where the buses are stored, fueled and cleaned. The Corp Yard is located at 701 S. Walnut Rd., Turlock, California 95380
10. **Days**. – The term “Days” means business days recognized by City.
11. **Deadhead**. – The term “Deadhead Miles” or “Deadhead Time” is the distance or time involved in driving a bus between the Corp Yard and the Transit Center or point of beginning or ending of the bus route over which that bus operates in revenue service, including any fueling time. “Deadhead” for demand-response service is the distance or time between the Corporation Yard gate and the first pick-up or last drop off location, including any fueling time.
12. **Demand Response**. – The term “Demand Response” means the combines transit services of Paratransit and On-Demand.
13. **Equipment**. – The term “Equipment” means the fareboxes and other fare collection equipment, computers, cameras, communications equipment, and other equipment and systems used by Contractor to provide services under this Agreement, and includes both equipment supplied by City and equipment provided by Contractor.

14. **Event of Default.** – The term “Event of Default” means an action or omission of Contractor that may give rise to a Termination for Default referenced in the Draft Operations Agreement.
15. **Federal Transit Administration (FTA).** – The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
16. **Fixed Monthly Cost.** – The term “Fixed Monthly Cost” means the amount to be paid by City to Contractor each month, set forth in Appendix E, as compensation for Contractor’s fixed costs.
17. **Fixed Route.** – The term “Fixed Route” refers to City’s transit service that consists of buses that follow seven (7) consistent, predetermined routes at specific schedules.
18. **ITS.** – The term “ITS” refers to City’s Intelligent Transportation System that will be implemented over the life of the contract. The purpose of the ITS is to implement new technology to enhance the rider’s experience and generate data for analyzing performance. The ITS will include but not be limited to automatic vehicle locators, passenger counters, stop annunciators, digital display signs, and other technology enhancements.
19. **Interested Party.** – The term “Interested Party” refers to any person who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
20. **Key Personnel.** – The term “Key Personnel” means Contractor’s General Manager and Operations Manager.
21. **Missed Trip.** – The term “Missed Trip” means a scheduled trip where a required bus does not operate in Revenue Service and Revenue Mile(s) are not operated and reported.
22. **Non-Revenue Vehicle.** – The term “Non-Revenue Vehicle” means a vehicle that is used to support transit services but is not used in Revenue Service. The term includes the Non-Revenue Vehicles provided by both City and Contractor.
23. **On-Demand.** – The term “On-Demand” refers to City’s same-day, curb-to-curb transit service that is open to the general public.
24. **Paratransit.** – The term “Paratransit” refers to City’s curb-to-curb transit service for individuals with disabilities that requires eligibility and advanced reservation.
25. **Proposer.** – The term “Proposer” refers to any corporation as a prospective bidder on the referenced RFP.
26. **Party or Parties.** – The term “Party” or “Parties” means City and Contractor.
27. **Rate per Revenue Hour.** – The term “Rate per Revenue Hour” means the amount per hour to be paid by City to Contractor each month, as compensation for that portion of Contractors cost of operating services under this Agreement (other than its fixed costs) that is dependent on the total number of Revenue Hours operated.
28. **RFP.** – The Term “RFP” means Request for Proposal.

29. **Recovery Time**. – The term “Recovery Time” means the time between the end of one trip and the scheduled start time of the next trip intended to mitigate schedule adherence issues that could result in service delays.
30. **Revenue Hour**. – The term “Revenue Hour” means the time in hours that a Revenue bus is in Revenue Service and available to transport passengers. The term includes City allowable levels of Recovery Time but does not include Deadhead Time.
31. **Revenue Mile**. – The term “Revenue Mile” means the distance in miles that a Revenue bus is in Revenue Service, excluding Deadhead Miles.
32. **Revenue Service**. – The term “Revenue Service” means the operation of a Revenue bus in transit services available to carry passengers.
33. **Revenue Vehicle**. – The term “Revenue Vehicle” means any bus that is owned or leased by City and used by Contractor to provide Fixed Route and Demand Response services under this Agreement.
34. **Rover**. – The term “Rover” means a bus that, during the time that it is scheduled to be in service, is positioned with a driver at the Transit Center, ready to be inserted into a route immediately. The Rover bus is utilized at Contractor’s discretion consistent with guidelines established by the Transit Manager.
35. **Service Change**. – The term “Service Change” means a change to the scope of work provided by Contractor under this Agreement.
36. **Solicitation**. – The term “Solicitation” means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.
37. **StanRTA**. – The term “StanRTA” means Stanislaus Regional Transit Authority that provides transit services throughout Stanislaus County branded as “The S”
38. **The Bus**. – The term “The Bus” means the transit service operated by the Transit Joint Powers Authority for Merced County that provides service throughout Merced County, with service to the Transit Center.
39. **The S**. – The term “The S” means the transit service operated by StanRTA that provides service throughout Stanislaus County, with service to the Transit Center.
40. **Transit Center**. – The term “Transit Center” means the Roger K. Fall Transit Center, located at 1418 N. Golden State Boulevard in Turlock, California 95380.
41. **Transit Manager**. – The term “Transit Manager” means City Transit Manager or designee.
42. **Trip**. – The term “Trip” means a one-way movement of a Revenue bus in service from one terminus to another terminus of a single route.
43. **Tripper**. – The term “Tripper” means a bus operated by Contractor on a recurring basis for fixed route service as directed by City for which payment is made to Contractor for all revenue hours.
44. **Turlock Transit**. – The term “Turlock Transit” includes all transit services (fixed-route, paratransit and on-demand) of the public transit system operated by City.
45. **Vehicle**. – The term “Vehicle” Includes the Revenue Vehicles and Non-revenue Vehicles used by Contractor in providing services under this Agreement.
46. **Work**. – The term “Work” means all the services and responsibilities to be performed by Contractor under this Agreement, as specified, stated, or implied in this Agreement. The term “Scope of Work” may be used interchangeably with “Work”.

APPENDIX B: SCOPE OF WORK



Scope of Work - RFP No.: 23-001

Transit Operations and Management Services

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1 Overview of Scope of Services

The Proposer selected in this procurement will be responsible for the operation of local fixed route and demand-response (including paratransit and on-demand) transit services for City for a fixed contract term in accordance with the terms of this RFP and the Draft Operations Agreement.

1.1 CURRENT SERVICE OVERVIEW

City operates transit services under the name Turlock Transit and provides general public fixed route bus services, paratransit (curb-to-curb) service for qualified individuals with disabilities, and general public “on-demand”, same-day service. Buses start and end each service day at the Corp Yard, where they are stored during non-revenue hours. Revenue service for fixed route vehicles begin and end at the Transit Center, where Routes 1 through 7 start and end. Headways on the seven (7) routes are 25-45 minutes throughout the day. Weekday hours of operation are 6:00 a.m. to 9:00 p.m., while Saturday hours of operations are 9:00 a.m. to 7:00 p.m. See **Attachment A** for layouts of the Transit Center and Corp Yard.

There is currently no Sunday service. However, the need for expansion to Sunday service was outlined in the current Short-Range Transit Plan. City will be developing a new Short-Range Transit Plan over the next year. It is anticipated that the need for Sunday service will continue to be a priority. For the purposes of this proposal, Contractor shall assume that Sunday service will begin on July 1, 2025 and will require a minimum of four (4) transit operators to run On-Demand and/or paratransit service during hours similar to Saturday service, 9:00 a.m. to 7:00 a.m.. Contractor should also include sufficient administration staff to perform dispatching, reservations, and road calls during Sunday service hours.

The transit service area is approximately 12 square miles and covers the major points of interest within the community. Fixed route and paratransit services are provided only throughout the city of Turlock. On-demand services extended to the nearby community of Denair, where the Amtrak station is located. Transit operations and management services are currently contracted with Storer Transit Systems.

In Fiscal Year 2021/22, Turlock Transit transported 153,277 passengers on the fixed route service, 7,770 passengers with the paratransit service, and 419 on the new on-demand service. In Fiscal Year 2022/23, Turlock Transit transported 259,131 passengers on the fixed route service, 7,450 passengers with the paratransit service, and 4,778 passengers on the general public on-demand service. Funding for transit operations and capital expenses come primarily from FTA Section 5307 funds, passenger fares, Measure L sales tax revenue, advertising revenue and other state/federal grant programs.

1.2 FARE STRUCTURE

The current adopted fare structure was approved in October 2021:

FIXED ROUTE FARE RATES:

Youth (0-18)	FREE
Transfers	FREE
Public Education Students, Faculty and Staff	FREE
All-Day Pass – Regular (Ages 19-54).....	\$ 2.00
All-Day Pass – Discount (Ages 55+ / Disabled / Medicare)	\$ 1.00
31-Day Pass – Regular (Ages 6-54).....	\$ 30.00
31-Day Pass – Discount (Ages 55+ / Disabled / Medicare).....	\$ 15.00

PARATRANSIT FARE RATES:

0 to 5 years old (limit two per adult)	FREE
Inside City Limits (ADA eligible and Companions)	\$ 1.00

ON-DEMAND FARE RATES:

Zone 1 – Inside City Limits (general public)	\$ 5.00
Zone 1 – Inside City Limits (general public: Companions)	\$ 3.00
Zone 1 – Inside City Limits (senior,ADA eligible and Companions)	\$ 2.50
Zone 2 – Outside City Limits (origin or destination, per passenger)	\$ 2.50

Transfers are allowed between all routes at any point throughout the system at no cost due to the All-Day Pass. Transfers to and from The S bus (StanRTA) are provided and accepted at no cost. All transit providers in the region use Genfare electronic fare systems.

1.3 SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES, AND ALLOCATION OF RESPONSIBILITIES

(A) Summary of Scope. – Contractor shall operate local Fixed Route transit services for City on the routes and at the scheduled times set forth in **Attachment B**, in accordance with this Agreement and the other Agreement Documents. There will be one bus for each run for the operating hours scheduled for each operating day, with an additional bus during school days on Routes 3 and 4 for run 17, Monday, Tuesday, Thursday and Friday, and run 16 on Wednesdays. Contractor shall also operate local demand response transit service, comprised of ADA Paratransit and public “On-Demand” transit services, available during the

same scheduled times as the fixed route service. The Revenue Vehicles allocated to these services are listed in **Attachment C**.

(B) Contractor Performance Requirements. -- Contractor shall be required, at all times during the term of this Agreement, to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform Contractor obligations under this Agreement; to furnish all labor, supervision, and supplies necessary therefore (other than Equipment supplied by City as listed in **Attachment D**, as required under this Agreement; and to comply with all terms and conditions of this Agreement and the other Agreement Documents. Contractor shall be responsible for the operation of all Revenue and Non-Revenue Vehicles, plus spare vehicles, and for all other labor, insurance as required in Section 5, and supplies required to operate services under this Agreement, other than marketing. Contractor shall conduct all work in Contractor's own name and as an independent contractor and not in the name of, or as an agent for, City.

(C) Contractor Representations and Warranties. -- Contractor represents and warrants as follows:

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

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

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

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

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

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

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

(D) Contractor Duties.

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

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

(3) In operating services under this Agreement, Contractor shall comply with City Uniform Policy found in Section 1.5 and with all of Contractor's plans and programs as approved by City.

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

1.4 TRANSITION AND START-UP

(A) Timing. – Contractor shall commence its Transition and Startup activities immediately upon receipt of the Notice to Proceed (NTP) and shall complete all those activities by June 30, 2024, at which time Contractor shall assume full responsibility for Revenue Service under this Agreement on July 1, 2024.

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

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

(D) Training. – Contractor shall assure that all existing Vehicle operators who remain in service under this Agreement have at least ten (10) hours of annual training, which shall include refresher courses on safety, defensive driving, customer service, and fare policy. Such refresher training shall be scheduled to accommodate the work schedule of the existing employees. All employees shall be trained in accordance with Contractor's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by Contractor, prior to the commencement of Revenue Service or prior to entering Revenue Service for new hires.

(E) Initial Vehicle and Equipment Inspection.

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

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

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

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

(F) Facility Inspection.

(1) During the transition and start-up period, Contractor shall participate with City in an inspection, in accordance with this subsection, of the Facility to be used by Contractor in providing services under this Contract, including City owned office furniture at the Facility.

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

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

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

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

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

(I) Pre-Existing Environmental Liability – Contractor shall not be responsible for any environmental issues, release of hazardous materials, or contamination of property, nor the remediation, removal or clean-up of any such issues or materials, which occurred on or before Contractor's occupation of City facilities or caused by any other party other than Contractor.

1.5 STAFFING AND PERSONNEL REQUIREMENTS

(A) Uniforms and Appearance. – Contractor shall assure that its employees comply with City Uniform Policy set forth in this paragraph. Employees shall be in uniform acceptable to City, and shall wear identification clearly displaying their names while performing their duties. Upon notice from City concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, Contractor shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees are traveling to and from the workplace.

(1) Black slacks. Pants must be clean, pressed and with no visible wear areas. During periods of high heat, black shorts may be worn, but they must be professional in appearance.

(2) Solid collared shirts (supplied by Contractor). Shirts must a solid color compatible with the Turlock Transit logo, clean, pressed and with no visible wear areas with

a single Turlock Transit logo/patch approved by City. Shirt sleeves can be long or short. Rolled up sleeves are not allowed. Shirts must be tailored with a square cut bottom.

(3) Safety vests (supplied by Contractor). Safety vests should provide enhanced visibility with 2" reflective material, a pocket to display Name Badge or other identification and a zipper front enclosure. Safety vests must be a solid color, clean, and with no visible wear areas with a single Turlock Transit logo/patch approved by City.

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

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

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

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

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

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

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

(11) Headwear (supplied by Contractor). Headwear is optional but only hats, beanies and visors of a solid Turlock Transit color with a single Turlock Transit logo/patch approved by City will be permitted.

(12) Undergarments. Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. No lettering or graphics visible through the uniform shirt material are allowed. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.

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

(B) DMV and Background Checks.

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

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

(C) Specific Qualifications for Operators and Supervisors.

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

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

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

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

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

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

1.6 OPERATIONS STANDARDS AND PERFORMANCE REQUIREMENTS

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

(B) Operating Performance Standards. -- Contractor shall adhere to the following operating performance standards:

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

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

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

(C) Personnel Performance Standards. -- Contractor shall adhere to the following personnel performance standards:

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

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

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

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

(D) Adherence to Schedule.

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

(2) On-time for fixed route is defined as:

- (a) not leaving any designated bus stop or the Transit Center prior to the scheduled departure time and;
- (b) departing any designated bus stop less than seven (7) minutes after scheduled departure time and;
- (c) arriving to the Transit Center at least two (2) minutes prior to the next scheduled departure time to ensure time for all transfers.

(3) On-time for demand response is defined as:

- (a) arriving for a scheduled pick-up or drop-off time no more than fifteen (15) minutes before, or fifteen (15) minutes after the negotiated time.

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

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

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

(F) Contractor shall ensure that all operators possess, or within ninety (90) days of hire have the ability to obtain, a General Public Paratransit Vehicle (GPPV) certificate from the appropriate State authorities. Contractor shall be responsible for all costs associated with obtaining and maintaining GPPV certifications. In the event Contractor determines that it is impractical or impossible for one or more employees to obtain the required GPPV certificate within the required time period, Contractor may submit a request for an extension or exemption to the Transit Manager and outline the reasons for the request. The Transit Manager, in their sole discretion, will exercise reasonable discretion and may approve or deny the request.

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

1.7 CUSTOMER SERVICE

(A) Contractor Responsibility – Contractor staff shall provide information and be sufficiently familiar with transit services of Turlock Transit, The S, The Bus, Amtrak and Greyhound to answer customer questions. Sufficient staff shall be trained in all types of sales to ensure expedited customer service.

(1) Contractor shall provide a minimum of two (2) staff trained in customer service during all service hours to answer questions over the telephone and in person at the Customer Service area of the Transit Center.

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

(3) If bus service is modified by City to begin or end, earlier or later than currently scheduled, or if service days are modified, the time period when customer service is available shall also be modified.

(B) Pass Sales – During the time periods that Contractor's customer service office is open, Contractor shall sell monthly passes and other fare media (including fare media from "The S" and other transit systems if required by City) from Contractor's customer service office as directed by City.

(1) Contractor shall prepare and provide City with a report of sales and deposits monthly by the 10th calendar day of each month.

(2) Contractor shall deposit revenues collected Monday through Friday as directed by City.

(3) Contractor shall reimburse City for funds lost or for the value of fare media lost by Contractor.

(4) Contractor shall prepare daily, and end-of-day reconciliation of transactions and deposits. Contractor shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media.

(C) Customer Complaints – Contractor will respond to and address customer complaints and be handled according to the passenger complaint process as outlined in Section 1.20.

1.8 VEHICLE APPEARANCE AND RELATED REQUIREMENTS

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

(B) Non-Revenue Vehicles. – City shall provide two Non-Revenue Vehicles (2018 Ford Fusion, Energi Plug-in Hybrid, 5 passenger vehicle and 2017 Ford Transit T-150, 10 passenger vehicle) for use by Contractor in providing the services required by this Agreement. Contractor shall provide at its expense any additional Non-Revenue Vehicles for relief and support as necessary to provide services under this Agreement.

(C) Vehicle Condition Standards. – Contractor shall, at its sole expense, reimburse City for the cost of any and all repairs of damage that occurs to any of City buses while under the care and control of Contractor or any of its employees, regardless of the party that is responsible for damage. For the purpose of this section, all unoccupied buses parked at the Turlock Transit Center shall be considered to be under Contractor's care and control regardless of whether a City or Contractor employee transported the bus there. City determination of responsibility for damage and reimbursement amount for it shall be conclusive. City shall have sole control over the manner in which repairs are made. Contractor shall pay said reimbursement within ten (10) days of the post-mark or digital receipt of an invoice from City. Said invoice provided by City shall include only the following information: in-house labor, in-house parts, commercial labor, and commercial parts. Additional information will be provided at City's sole discretion.

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

(E) Vehicle Appearance.

(1) Contractor shall be responsible for maintaining the interior and exterior appearance of all Revenue Vehicles. Contractor shall provide personnel, equipment and supplies required to clean each vehicle daily. All Vehicles must be kept clean per Section 2.3.6.

(2) Contractor shall assure that all Vehicles used in Special Bus Services meet the highest standards of cleanliness and appearance. At a minimum, once Vehicles have been taken out of service and prior to being used for Special Bus Services, each Vehicle will have the exterior washed and the interior cleaned and prepared using the regular cleaning procedures.

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

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

(F) Inspections – Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief operators will perform an abbreviated inspection. Contractor will supply Daily Vehicle Inspection Reports (DVIR) that are to be filled out and completed by the drivers during their pre-trip and post-trip inspections for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by Contractor and a record will be given to City maintenance department. City may solicit for an Asset Management System. If this includes an option to submit electronic DVIRs, Contractor will be required to use this system.

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

(H) Permits and Fees

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

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

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

1.9 FACILITIES

City shall provide business accommodations for Contractor in the Transit Center at 1418 N. Golden State Blvd., Turlock, CA 95380. These accommodations will include, but not be limited to, a customer lobby with public restrooms, customer service area with window to the lobby, dispatch area with 3-4 workspaces, 2 offices spaces with doors, a kitchen, a driver's break room, training/conference room, storage, private restrooms, and a money counting room.

1.10 HOLIDAYS

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

Limited transit services, following the Saturday service schedule, shall be provided on the following holidays: Dr. Martin Luther King, Jr. Day, Veterans Day, the day after Thanksgiving, Christmas Eve and New Year's Eve. If one of these holidays falls on a Sunday, it is not observed the following day.

1.11 ITS REQUIREMENTS

(A) General. -- Currently, City utilizes the Swiftly platform for its AVL system, Ecolane for its Demand Response dispatch system, and REI cameras on the transit vehicles. City has plans to go out to bid for and provide Contractor with the use of an Intelligent Transportation System (ITS), which is designed to improve system communications; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching and control of on-street service; to assist in the calculation of Revenue Hours operated; and to provide more accurate and timely information and data on system and Contractor performance. The specified duties below shall apply upon implementation and training of Contractor's staff on ITS equipment.

(B) Contractor Duties.

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

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

(C) Operator Use and Training.

(1) Contractor shall provide a City approved ITS Operator Training Program within 60 calendar days after the implementation of an ITS system by City. This ITS Training

Program shall include information on the purpose, objectives, capabilities, and key features of the ITS; procedures for logging into the system at the start of operations and for logging into the system at the start of operations and for logging off at specified times or events; procedures for using ITS for communication with supervisors; and actions or steps to be taken in the event of system problems or malfunctions. City shall provide updated information as it becomes available, and Contractor shall be responsible for incorporating such updated information into the Training Program. Ongoing training must be approved by City.

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

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

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

1.12 COMPUTER AND TECHNOLOGY REQUIREMENTS

(A) City-Supplied

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

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

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

(4) Ecolane Demand Response Scheduling System. – Contractor shall utilize City's Ecolane Demand Response Scheduling System, to include Ecolane dispatching software and driver tablets. This system is used to monitor, dispatch and report on ADA paratransit and general public “on-demand” services.

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

(6) Network. – The Transit Center is hardwired to a rack of switches for Contractor to use for their own Internet connection.

(B) Contractor Supplied

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

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

(3) Internet connectivity. – Contractor shall supply all hardware, software and service plan necessary to provide internet access for Contractor office and dispatch operations throughout the duration of the agreement. The initial acquisition of any equipment necessary to provide this service should be listed as a start-up cost.

1.13 FARE COLLECTION

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

(B) Contractor Responsibility.

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

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

(3) All collected revenues shall be provided to City for subsequent deposit into City's bank account in accordance with the provisions outlined in Section 2.2.18.

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

(C) Mobile Ticketing. – City also uses mobile ticketing, currently through Token Transit. Contractor will train staff on the use, acceptance and reporting of any mobile ticket usage.

1.14 SAFETY AND SECURITY

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

(B) Emergencies.

(1) Upon verbal or written authorization from City, Contractor shall respond to emergency situations within its service area with Contractor personnel and City-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, Contractor shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Incurred costs for additional emergency service are billable to City as part of the following month's normal billing process.

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

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

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

(D) Access to the Facility.

(1) Contractor shall be responsible for the secure distribution and tracking of all Facility and Vehicle access devices, and for issuing identification badges to Contractor employees, subcontractors, and vendors (as directed by City). Contractor shall be

responsible for key and badge control, and shall maintain a log of issuance. Contractor shall be responsible for providing written notice to its employees, contractors, visitors, and vendors regarding the policies, procedures, and responsibilities associated with being issued a City key and/or City badge.

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

(E) Audits.

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

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

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

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

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

(3) As needed. – Contractor shall report all safety and security related incidents to City staff in accordance with the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock.

(G) Hazardous Duty Pay. - Contracted employees under this Agreement may be authorized to receive a hazardous duty premium pay at the sole discretion of the City Manager. Definitions shall include:

- (1) Employee: an employee of the Contractor subject to the Agreement.
- (2) Hazardous Duty: duty performed under circumstances in which an accident could result in serious injury or death.
- (3) Hazard Pay Differential. Additional pay for the performance of a hazardous duty.

The City Manager is authorized to approve the payment of a hazard pay differential to one or more Employees who perform a hazardous duty when the performance of those duties are in response to a specific hazard, above and beyond the typical duties of the Employee's position, and the Contractor cannot reasonably reduce the risk of the hazard to less than a significant level. The City Manager may authorize the payment of a hazard pay differential at their sole discretion, to include specific conditions or restrictions, after taking into account the nature, duration, and actual circumstances of the specific hazard. The City Manager's determination shall be provided to the Contractor in writing and shall include an effective date. The effective date may be a retroactive, current, or a future date. The Contractor may seek payment of one or more authorized hazard pay differentials through the established invoicing process in the Agreement.

The City Manager is authorized to terminate payment of a hazard pay differential to an Employee when, in their sole discretion:

- (1) One or more conditions requisite for such payment ceases to exist; or
- (2) Safety precautions have reduced the element of hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration, Department of Labor; or
- (3) Funding for the hazard pay differential is no longer available.

The City Manager's determination shall be provided to the Contractor in writing at least seven (7) calendar days prior to the scheduled effective date of the termination of the hazard pay differential.

Hazard pay differential rates shall be determined by the Schedule of Pay Differentials as provided in the Code of Federal Regulations (5 CFR § 550, Subpart I, Appendix A).

1.15 MARKETING AND ADVERTISING

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

(B) Contractor Responsibility. – Contractor shall cooperate in City's marketing and advertising (such as through the installation and removal of all interior ad rail signs, rider notifications, newsletters, and bus scheduling information) at no additional expense to City. Contractor may not use City name or logo without City's prior written consent. Contractor may also be required to assist with major marketing events, either by providing shuttle service, relocating buses for display, or providing public information alongside City staff.

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

(D) Communications with the Media. – All communications with the media shall be the sole responsibility of City. Contractor and its employees shall not engage the media as a spokesperson for City. In addition, Contractor and its employees shall not speak on behalf of City in any online forum or social media site, at official public meeting, or to members of the press. Contractor will limit its public engagement with customers to answering customer questions on-board City Revenue Vehicles, at bus stops, at the Transit Center or as part of the official customer comment system.

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

1.16 CONTRACTOR ASSISTANCE AND SUGGESTIONS

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

City may, at its discretion, obtain additional documentation of service through the use of surveys and/or meetings with Contractor's staff. These surveys and meetings may be administered by authorized representatives of City or its designee. Contractor shall ensure the cooperation of all personnel with any operational procedures relating to such surveys or

meetings, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

1.17 PROJECT OPERATION RECORDS AND REPORTS

(A) Overall Responsibilities of Contractor.

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

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

(3) City reserves the right to establish a standardized reporting format with which Contractor must comply. Reports may be requested in hard copy, a portable USB or electronic transfer in a format compatible with City computer hardware and software.

(4) City reserves the right to require Contractor to enter data into City supplied data management system. Any and all data and reports generated from the data management system will be considered property of City.

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

(1) Weekly Summaries. -- Contractor shall prepare weekly summaries of ridership totals by day, by route, by mode and provide to City by the first business day of each week.

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

(3) Passenger Complaint and Compliment Reports. – City is currently looking to procure and implement a Customer Relationship Management System. Contractor shall

document operational problems, passenger complaints, passenger compliments (whether received directly or through City) and general comments. The report must describe any action taken regarding these problems or complaints. Once available, information shall be input into a Customer Relationship Management System on the same day as the identification of the operational problem or receipt of such passenger complaint. Contractor shall address all passenger complaints in accordance with the established complaint categories and procedures. All records of passenger complaints are to become a permanent record.

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

(5) National Transit Database (NTD).

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

(b) Contractor shall maintain the following information and submit it to City monthly. This information is currently reported manually but may be transitioned to the AVL system. (Terminology as used in this paragraph is consistent with NTD standards but may differ from terminology used elsewhere in the Agreement or Scope of Work.)

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

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

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

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

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

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

(d) Contractor shall report to City monthly, the number of full-time equivalent employees working in the service addressed by this agreement.

(5) Financial Reporting Requirements

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

(b) Contractor shall report quarterly accounting data for the Turlock Transit operation, as stipulated in Section 2.2.20

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

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

- (a) Workforce Analysis for each job category;
- (b) Job Group Analysis for each job category;

- (c) Hiring Analysis for each job category;
- (d) Promotional Analysis for each job category;
- (e) Termination Analysis for each job category;
- (f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
- (g) Availability Analysis that compares the current workforce against the available workforce.

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

(C) Meetings. – City's Transit Manager or designee, and appropriate City management staff and Contractor's General Manager and appropriate Key Personnel (1) shall meet once each month to review the overall performance of Contractor and the administration of this Agreement; (2) Contractor will participate in all audits and reviews by funding entities. Contractor and/or Contractor's staff may be required to participate in meetings, as required.

1.18 PASSENGER COMPLAINTS

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

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

- (1) contact the person filing the complaint within 24 hours after it is filed; and
- (2) investigate the complaint, take appropriate action and file a report with City explaining the results of the investigation and action taken within 3 calendar days after the complaint is filed; and

(3) include incident(s) in the monthly report to City.

(B) If the complaint is of a less serious nature, not covered by Section 1.20.A, Contractor shall:

- (1) contact the person filing the complaint within 2 business days, investigate the complaint, take appropriate action and include in the Monthly Report.

(2) In all cases, Contractor shall make and document at least two (2) attempts to contact the person filing the complaint unless the customer has indicated, through the comment intake process, that they do not want to be contacted regarding the resolution of the investigation.

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

2 Scope of Work

2.1 CITY DUTIES AND RESPONSIBILITIES

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

2.1.1 SYSTEM PLANNING AND ADMINISTRATION

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

2.1.2 ADVERTISING AND PROMOTION

City shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of Turlock Transit operations and to promote ridership. This includes the delivery and placement of all materials at bus stops and shelters and at select locations throughout the city.

Contractor may be required to assist with posting of materials on buses, at bus stops and around the Transit Center.

2.1.3 BUSES; EQUIPMENT

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

2.1.4 RECORDS AND REPORTS

Records of all inspections shall be made available to City, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at Contractor's local facility in Turlock. Contractor shall retain said records for a period of three years after the conclusion of the contract term. City maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment or materials used in the cleaning of buses in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve 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 City or any other regulatory agency to remove any equipment from service due to mechanical reasons, Contractor shall resubmit the equipment for inspection and testing before it is again placed in service.

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

- Daily vehicle inspection checklists.
- Bus cleaning/washing log.
- Road call reports, or work orders, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Contractor's summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.
- Bus Maintenance and Preventative maintenance logs, including date and mileage of buses when they are pulled from and return to service.

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

2.1.5 OPERATIONS AND MAINTENANCE FACILITY

City shall provide Contractor an operations office facility that shall be clean and in an acceptable physical condition for use for the purpose intended. This will be the current facility, which is located at the Transit Center at 1418 N. Golden State Blvd., Suite 2, Turlock, CA. This facility consists of an office building and adjoining parking. Contractor will have access to use a customer service area with window to the lobby, dispatch area with four (4) workstations, two (2) offices spaces with doors, a small kitchen, a driver's break room, a training/conference room, storage, two (2) private restrooms, and a money counting room.

The buses are stored, maintained and cleaned at the Turlock Corporation Yard. Contractor will have access to this facility for the purposes of starting and ending operations, as well as cleaning the buses. Contractor will be responsible for transporting staff and vehicles to and from the Turlock Corporation Yard and the Transit Center.

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

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

2.1.6 BROCHURES; PASSES; TICKETS

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

2.1.7 STREET FURNISHINGS

City shall purchase, install, and replace all street furnishings required for Turlock Transit operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. City shall clean, maintain, and repair benches and shelters in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by City. City shall maintain or request property owners to maintain all trees along all Turlock Transit routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. Contractor and its employees shall cooperate with City by advising it of any such conditions observed during Turlock Transit operations. Contractor and its employees shall notify City, whenever possible, of any potential low hanging trees and branches so that it can be taken care of in a reasonable timeframe prior to becoming a hazard for the Vehicles.

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

2.1.8 NOTIFICATION - POTENTIAL INTERFERENCE WITH TURLOCK TRANSIT OPERATIONS

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

2.2 CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS

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

2.2.1 OPERATIONS - GENERAL

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

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

2.2.2 OPERATIONS - FIXED ROUTE BUS SERVICE

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

In the event that a Turlock Transit route operates more than ten minutes behind schedule, Contractor shall take all available steps to restore on-time performance. Contractor shall establish procedures, subject to City review and approval, to restore on-time performance. Contractor shall document each occurrence with reason and remedy for restoring on-time performance and provide in the monthly report.

Contractor shall install and maintain all route schedules, and other notifications and postings inside the buses and maintain a consistent presentation. Contractor shall post at any and all bus stops with proper temporary signs when it becomes necessary in the event a particular bus stop or stops are to be closed because of temporary bus route changes.

2.2.3 OPERATIONS – DEMAND RESPONSE SERVICE

Demand Response services, including ADA paratransit and general public “on-demand”, shall be operated in strict accordance with the operating days, hours and service area set forth on the turlocktransit.com website.

Contractor shall respond to telephone requests for demand response services in accordance with Turlock Transit service standards stated herein below, and shall accept reservations made up to fourteen (14) days in advance of the day of service.

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

Contractor is authorized to have as many vehicles in demand response service at a given time depending upon fluctuations in the demand for service. However, in no event will the total annual vehicle revenue hours billed to City for demand response services exceed the revenue hours listed in the “Request for Proposals” without prior written authorization by City.

2.2.4 SPECIAL EVENT, PROMOTIONAL, AND OTHER SPECIAL SERVICES

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

2.2.5 SERVICE STANDARDS

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

Contractor and City shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by Contractor with concurrence and final decision by City. Should it be found that Contractor’s performance has contributed to Contractor’s failure to achieve these standards, Contractor shall take all reasonable actions requested by City to correct deficiencies in performance. Should deficiencies persist, City may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

2.2.6 OPERATIONS PERSONNEL

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

2.2.7 OPERATIONS MANAGEMENT

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

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

Contractor shall assure City that the General Manager and Operations Manager designated for this project will not be replaced without the prior written consent of City. Should the services of the General Manager or Operations Manager become no longer available to Contractor, the resume and qualifications of the proposed replacement shall be submitted to City for approval as soon as possible, no longer than 90 days. City shall respond to following receipt of these qualifications concerning acceptance of the candidate for replacement General Manager or Operations Manager.

The office of the General Manager and Operations Manager will be physically located at Contractor's operations facility at the Turlock Regional Transit Center building. The General Manager or Operations Manager will be expected to remain at the facility or otherwise within the Turlock Transit service area, as appropriate, to the maximum extent possible. At all times, the General Manager and Operations Manager or other employee pre-designated and identified to City to act for the General Manager or Operations Manager, shall be available either by phone or in person to make decisions regarding day-to-day Turlock Transit operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Scope of Work.

2.2.8 EMPLOYEE SELECTION AND SUPERVISION

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

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

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

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

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

2.2.9 TRAINING OF DRIVERS AND OPERATIONS PERSONNEL

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

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

All drivers shall be certified as having completed Contractor's formal training course for new drivers as approved by City, and be licensed with a valid California Class B operator's license

with appropriate certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

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

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

2.2.10 DRIVER'S RESPONSIBILITIES

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

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

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

2.2.11 UNIFORMS

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

2.2.12 SAFETY PROGRAM

Contractor shall comply with all requirements of City's Public Transportation Agency Safety Plan (PTASP). This includes, but is not limited to participation in safety audits, review of onboard camera footage to assess drivers and specific incidents, safety review of service modifications, and not exceeding the Safety Performance Targets.

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

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

Contractor shall develop, implement and maintain, an Infectious Diseases Management Plan, to include steps to reduce risk to passengers and employees, contingency plans for temporary staff reductions, and training.

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

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

2.2.13 ROAD SUPERVISION

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

2.2.14 ACCIDENT, INCIDENT, AND COMPLAINT PROCEDURES

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

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Turlock Police Department, or Highway Patrol, as appropriate, and then to the Transit Manager, or their designee. Contractor will request that the law enforcement agency

respond to investigate the accident. Contractor will supply City with copies of all accident and incident reports.

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

Contractor shall comply with all federal and state requirements for post-accident training, reporting and drug and alcohol testing. Contractor shall have a supervisor on duty trained in Reasonable Suspicion.

Contractor shall be required to enter any and all complaints and compliments into City's Customer Relationship Management System. This will allow City staff to analyze complaints and monitor follow-up and response times.

If in the event an accident or incident interrupts service, Contractor will arrange to have another bus and driver put into service, as soon as possible, no later than the start of the next loop to minimize the impact to passengers.

2.2.15 VEHICLE SCHEDULING AND DISPATCHING

Contractor shall utilize City provided Ecolane dispatching software and tablets (or any other technology provided by City) to schedule, monitor and report on demand response trips; a manual method shall not be used for this task.

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

2.2.16 OPERATIONS & MAINTENANCE FACILITY

Contractor shall occupy and utilize the operations facility provided by City as described. As an integral part of the operating headquarters City shall provide a furnished office space, including office furniture, appliances, desks, tables, chairs, filing cabinets, employee lockers, information boards, and a wall mounted display monitor.

Contractor shall be required to furnish their own computers (including all peripherals, cables and monitors), printers, and other Contractor -owned technology items, office supplies (including paper, binders, staplers, clipboards and other productivity supplies), time clocks, and other items specifically required by Contractor. All items furnished or purchased by Contractor shall be delivered to the Transit Center at Contractor's expense.

2.2.17 TELEPHONE RESERVATION AND INFORMATION SYSTEM

Contractor shall operate a City provided and maintained telephone system dedicated exclusively to the reception of incoming calls from Turlock Transit patrons for the purposes

of requesting service information and demand response service or reservations. City shall provide telephone equipment and no less than four telephone lines. Contractor shall provide all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Turlock Transit patron demand.

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

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

2.2.18 FARES; FARE COLLECTION

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

City provides the public with the option of electronic fare payment through Token Transit. Contractor will train staff in the acceptance of electronic fares.

Contractor shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All fare accounting shall be in accordance with procedures to be proposed by Contractor and subject to City approval. Except as otherwise provided below, fare revenue shall be brought to City Finance Division daily (except Saturday) and provided to City. City reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to Contractor.

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

2.2.19 PASS SALES

Contractor shall assume all responsibility for the advance sale of passes to Turlock Transit customers using the lobby window at the Transit Center. Contractor shall sell and account for local and regional transit passes as required by City. Contractor shall also provide customer service assistance to passengers attempting to purchase electronic passes using Token Transit.

2.2.20 BOOKS; RECORDS; REPORTS

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

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

Contractor shall collect record and report all operational data required by City in a format approved by City. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boarding, missed trips, road calls, accidents and incidents, complaints and compliments, and dial-a-ride service requests refused and passenger no-shows. Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by Contractor and approved by City, and shall be summarized daily.

2.2.21 OPERATIONS SUMMARY

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

In addition to statistical data, Monthly Reports shall summarize employee safety program and training activities, employee turnover, and other information as may be requested from time to time. Daily logs, reports and summaries shall be available for City review at Contractor's facility. Monthly reports shall be submitted no later than the 10th day of the following month to the Transit Manager. Yearly reports (July 1st to June 30th) shall be

compiled on a year-to-date cumulative basis and shall be submitted to the Transit Manager within 30 days after the close of the applicable fiscal year.

2.2.22 SYSTEM PROMOTION

City shall direct Turlock Transit system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities.

Contractor shall assist with moving, relocating and driving buses to assist with a variety of community-based events.

Contractor shall assist and participate with a variety of community-based events and dispense Turlock Transit information to various locations and bus stops, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support City's advertising and public information efforts.

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

Notwithstanding anything herein to the contrary, City reserves all authority to direct and control any and all public information regarding its Turlock Transit system. City owns and controls the Turlock Transit name and logo. The name and logo shall not be used without City authorization. In no event shall Contractor release any advertising or promotional materials without prior approval of City.

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

2.2.23 SYSTEM RECOMMENDATIONS

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

2.2.24 EMERGENCIES; NATURAL DISASTERS

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

2.3 CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE

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

2.3.1 MAINTENANCE - GENERAL

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

City shall maintain and keep in good working order the electronic farebox equipment, destination sign equipment, stop request equipment and any other accessory devices attached to the buses. Contractor shall exercise reasonable care in the use of said equipment.

2.3.2 MAINTENANCE - SUBCONTRACTING

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

Contractor shall in all cases be responsible to diligently monitor subcontract work performance and to ensure full compliance with the maintenance requirements established

herein. Any subcontract shall be granted only after following all Federal Transit Administration (FTA) requirements.

2.3.3 CITY VEHICLES; EQUIPMENT

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

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

2.3.4 MAINTENANCE FACILITY EQUIPMENT

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

2.3.5 DAILY VEHICLE INSPECTION

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

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

2.3.6 VEHICLE CLEANING

Contractor shall maintain all Turlock Transit vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. The interiors of all vehicles shall be

thoroughly washed and disinfected daily, including all seats, interior panels, interior walls, A/C vents, driver's area, stanchion poles, grab rails, door handles, stop request buttons and cords, and all other high-touch areas. All interior windows, windshield and mirrors shall be thoroughly washed and polished daily with water spots removed. All floors are to be swept and mopped daily. Removal of marks, stains and all foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces, as necessary during the interior cleaning process. Seats must be steam cleaned at least once a month.

Exteriors of all Turlock Transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. All exterior windows, windshield, mirrors and rims shall be cleaned and polished after exterior washing with water spots removed. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. All dirt, grime, smudges, graffiti, and other filth must be removed daily, as needed. After rain or other major weather events, some vehicles may need to have exteriors washed again in the same week. Buses shall be kept free of vermin and insects at all times. Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

Contractor will notify City immediately of any worn, broken, cut, torn, damaged or vandalized components that are visible, or accessible by the public. Buses may need to be taken out of service for repair to promptly eliminate hazards, minimize discomfort, and/or maintain professional appearance. Cleaning agents used by Contractor must be approved by City.

2.3.7 VEHICLE REPAIR

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

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

2.3.8 EMISSIONS CONTROL PROGRAMS

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

2.3.9 FUEL

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

2.4 CONTRACTOR DUTIES AND RESPONSIBILITIES – OFFICE FACILITY

By execution of this AGREEMENT, Contractor acknowledges that the facility and bus storage yard provided by City have been received in a clean and acceptable physical condition for use for the purpose intended. Upon termination of this AGREEMENT, Contractor shall vacate the office facility and bus storage yard, leaving the premises clean and with no damage, and in a condition not less than that which the premises were in at the time of commencement of this AGREEMENT except for reasonable wear.

2.4.1 CLEANING

Contractor shall maintain the operations office facility at the Transit Center, as well as the bus storage yard, in a clean, neat and orderly manner. Contractor shall be solely responsible to provide routine janitorial services, trash removal, and floor care for the operations office facility.

2.4.2 NOTIFICATION OF MAINTENANCE AND REPAIR NEEDS

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

2.4.3 HAZARDOUS MATERIALS PROGRAM

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

2.4.4 UTILITIES

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

2.4.5 WASTE REMOVAL SERVICE

Contractor shall be solely responsible to deposit office waste in City's exterior trash bin. Cost of the trash bin will be paid by City.

2.5 CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOP SHELTERS

City shall maintain City bus stops that are equipped with shelters in a clean and inviting condition at all times. Vehicle operators shall be instructed to spot check and, to report cleaning, maintenance and repair needs immediately to the operations office. Contractor shall report maintenance or major repair needs to City. City shall be responsible to provide all equipment and materials needed for cleaning shelters.

City shall install and maintain all route schedules, and other posting at bus stops and shelters, except as otherwise provided in this RFP.

2.6 RADIO COMMUNICATIONS SYSTEM

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

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

ATTACHMENT A: FACILITY MAPS

The Roger K. Fall Transit Center (below) at 1418 N. Golden State Blvd., Turlock, CA 95380, is the start and end of each fixed route and the primary transfer point for regional services.

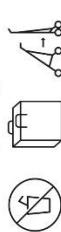


The Corporation Yard (below) at 701 S. Walnut Rd., Turlock, CA 95380, is where the buses are stored overnight and CNG powered buses are fueled at either the slow-fill CNG station (on-site) or the fast-fill CNG station just down the street.



Rules

Rules will be enforced to ensure a safe and enjoyable ride for all passengers.



Eating and drinking are not allowed on the bus.



Children under 9 must be accompanied by an adult.



Children must be worn while on the bus.



Passengers are prohibited from smoking or vaping on the bus or at bus stops.



Priority seating area for seniors and individuals with disabilities.

Demand Response

Turlock Transit has two options for shared-ride, curb-to-curb service based on reservations. To schedule your trip, call (209) 668-5600 or download and use the Turlock Transit app.

On-demand is a same-day service available to everyone. See per trip prices on map below.

Paratransit is available to qualified individuals with disabilities for \$100 per trip. Reservations must be made by 9:00 p.m. the business day before.

To schedule your Title VI eligibility assessment, call MOVE Stanislaus at (209) 232-5092.



We want to hear from you.

If you have questions, suggestions, or any other feedback related to your service, riding Turlock Transit, please contact us.

Phone: 209-668-5600

Email: transit@turlock.ca.us

f turlocktransit

X @turlocktransit

i turlocktransit

Schedules

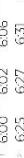
ROUTE 1 Countryside



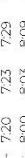
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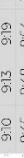
Stop #1



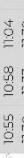
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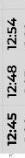
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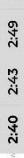
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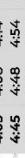
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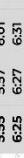
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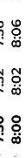
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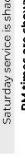
Stop #8



Stop #9



Stop #10



Stop #11



Stop #12



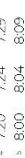
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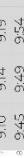
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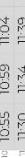
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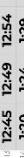
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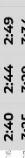
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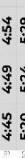
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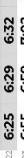
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Stop #20



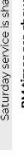
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ATTACHMENT C: VEHICLE LISTING

Veh No.	Year	Make	Model	License #	VIN
1049	2015	Champion	Transport	1528617	1FDFE4FS6FDA27602
1050	2015	Champion	Transport	1528658	1FDFE4FS5FDA09902
1051	2015	Champion	Transport	1528659	1FDFE4FSXFDA27604
1052	2015	Champion	Transport	1528660	1FDFE4FS1FDA27605
1058	2018	Gillig	Standard LF	1487507	15GGB3112J3192046
1059	2018	Gillig	Standard LF	1487508	15GGB3114J3192047
1060	2018	Gillig	Standard LF	1487509	15GGB3116J3192048
1061	2018	Gillig	Standard LF	1487510	15GGB3118J3192049
1062	2019	Gillig	Standard LF	1487561	15GGB3118K3193784
1063	2019	Gillig	Standard LF	1487560	15GGB311XK3193785
1064	2019	Gillig	Standard LF	1487562	15GGB3111K3193786
1065	2019	Gillig	Standard LF	1487563	15GGB3113K3193787
1068	2020	Gillig	Standard LF	1530066	15GGB3117M3195707
1069	2020	Gillig	Standard LF	1530065	15GGB3119M3195708

ON-DEMAND REVENUE VEHICLES

Veh No.	Year	Make	Model	License #	VIN
1038	2015	Arboc	GM 4500	1472751	1GB6G5BGXF1239978
1039	2015	Arboc	GM 4500	1472749	1GB6G5BG8F1240272
1040	2015	Arboc	GM 4500	1472750	1GB6G5BG8F1241065
1041	2015	Arboc	GM 4500	1472748	1GB6G5BGXF1242315
1042	2015	Arboc	GM 4500	1472757	1GB6G5BGXF1243321
1070	2021	Arboc	Spirit of Mobility	CC86V12	1HA6GUB78MN013428
1071	2021	Arboc	Spirit of Mobility	1637150	1HA6GUB75MN013404
1072	2021	Arboc	Spirit of Mobility	CD79J29	1HA6GUB79MN013454
Ordered	2023	Nor Cal Van	Ford Transit 350EL		(Est. Delivery 2024)
Ordered	2023	Nor Cal Van	Ford Transit 350EL		(Est. Delivery 2024)
Ordered	2023	Nor Cal Van	Ford Transit 350EL		(Est. Delivery 2024)

NON-REVENUE VEHICLES

Veh No.	Year	Make	Model	License #	VIN
	2018	Ford	Fusion Energi Hybrid		3FA6POPU8JR242900
	2017	Ford	Transit		1FMZK1CM8HKA87339

ATTACHMENT D: EQUIPMENT SUPPLIED BY CITY

The following equipment is provided by City:

Non-Revenue Vehicles

- One (1) 2018 Ford Fusion Energi plug-in hybrid, 5-passenger vehicle for non-revenue service only.
- One (1) 2017 Ford Transit 10-passenger vehicle for non-revenue service only.

Communications Equipment

- Eleven (11) ShoreTel desktop phones. One (1) phone is in the General Manager's office, two (2) phones are in the Operations Manager's office, two (2) phones are in the customer service area, four (4) phones are in the dispatch area, one (1) phone is in the counting room, and one (1) phone is in the conference room.
- Two (2) radio base stations are in the dispatch area.

Farebox Equipment

- Genfare Portable Data Unit (PDU), docking station and probing equipment. This equipment is used for daily probing and fare retrieval from the buses.
- One (1) Genfare FastFare Mobile Farebox, mounted on wheels and available for training purposes.

Software

- Ecolane Scheduling Software for demand response scheduling and dispatching.
- Swiftly Connected Transit Platform for fixed route monitoring and performance.

Transit Amenities

- All bus stop amenities to include signs, benches, shelters and garbage cans.

APPENDIX C: DRAFT SERVICES AGREEMENT



AGREEMENT BETWEEN THE CITY OF TURLOCK and

for
TRANSIT OPERATIONS AND MANAGEMENT SERVICES

City Project No. XXXX-XX

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City” or “Recipient” or “AGENCY” or “Agency” or “agency”), and _____, a _____ (“Professional” or “Contractor”), on this 26th day of March 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the management and operation of fixed route and demand-response public transit services (the “Project”) as defined in a Request for Proposals (“RFP”) in **Exhibit A**.

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit B** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit B**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit B**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

- 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 91 of this Agreement, Sections 1 through 91 shall prevail.
- 2. Term.** The term of this Agreement shall be five (5) years and will commence on July 1, 2024 and terminate on June 30, 2029 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.
- 3. Extension of Agreement.** City may elect to extend this Agreement for two (2) additional one (1) year terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional sixty (60) days prior to the expiration of this Agreement.
- 4. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Administrative Control

The Professional shall render all services under this Agreement in a manner consistent with the policies of the City. Modification of existing policies or adoption of new policies during the term of this Agreement which affect the Professional’s performance of services shall be identified as either minor, moderate or major changes, as appropriate, as identified in this Agreement.

The City shall not interfere with the management of the Professional’s normal business affairs and shall not attempt to directly discipline or terminate the Professional’s employees.

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

6. Work.

6.1 Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A** and **Exhibit B**. Any request for Services not included in **Exhibit A** or **Exhibit B** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

6.2 City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A** or **Exhibit B**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

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

(c) Changes that result in an increase or decrease in revenue hours in the provision of Services of equal to, or less than, twenty-five percent (25%) of the revenue hours in effect at the start of the Agreement, shall be considered a moderate change ("Moderate Change") with the difference in costs charged at the existing, hourly revenue rate and no change to the fixed monthly fee.

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

6.3 Special or Additional Services. The City may, in its discretion, request Professional to operate special bus services ("Special Bus Services") that are in addition to the routes and services set forth in **Exhibit A** and **Exhibit B**. Special Bus Services is any request from the City that requires the use of a bus and driver. Any such request shall be made in writing, and shall be made not less than ten (10) business days in advance of the date the Special Bus Services will be needed. Professional shall provide the Special Bus Services requested unless Professional demonstrates to the satisfaction of the City that providing such services would have an adverse impact on its ability to provide the operations required under this Agreement. If Special Bus Services are requested less than ten (10) business days in advance of the date the Special Bus Services are needed, Professional agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of base Service provided under the

Agreement. Compensation for Special Bus Services shall be in accordance with the Contractor's rate per Vehicle Hour, unless a different rate is agreed upon by the parties. In computing the said total number of hours for each bus, the beginning time shall be the time when the bus leaves where it is parked en route to provide the Special Bus Service and the ending time shall be the time the bus returns to the Roger K. Fall Transit Center or Turlock Corporation Yard.

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

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

6.4 Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services.

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6.5 Replacement Services. In the event the Professional is unable to provide Services in full compliance with the requirements of this Agreement due to strike, work stoppage, or other

event not caused by the City and not covered by a provision of this Agreement, the City may, in lieu of finding the Professional in default, obtain the services of a replacement operator or provide the Services with its own resources (“Replacement Services”). The City may use such Replacement Services as a substitute for all or any part of the Professional’s Services, and may maintain such Replacement Services in effect until the Professional is able to resume performance in full compliance with this Agreement. Prior to implementing Replacement Services, the City shall notify the Professional in writing and provide the professional with five (5) business days to resolve its noncompliance.

The Professional shall be fully responsible for the cost of such Replacement Services. After implementing Replacement Services, and upon the Professional’s resolution of noncompliance issues, the Professional shall notify the City in writing of its intent to resume provision of Services under the Agreement. This notification shall include a corrective action plan, acceptable to the City, which describes the strategy to minimize similar noncompliance issues in the future and ensure the successful continuation of Services.

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

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

7. Compensation.

The Professional will be compensated for the Revenue Hours, excluding deadhead time, on the basis of its Fixed Monthly Fee and its Rate per Revenue Hour, specified in **Exhibit B**. Deadhead shall be defined as the miles and hours a vehicle travels when out of revenue service, to include travel between the Roger K. Fall Transit Center (“Transit Center”) and the City’s transit facilities at the City of Turlock Corporation Yard (“Corporation Yard”).

In the event of an unanticipated and exceptional change in applicable Federal, State or Local laws or regulations after the date of execution of this Agreement that results in additional costs of providing operations services hereunder, the Professional may request an adjustment in its Fixed Monthly Fee or rate per Revenue Hour, by submitting a written request to the City, supported by appropriate documented justification. The City agrees to review, discuss, and consider in good

faith any request of the Professional under this paragraph, but the decision as to whether or not to agree to such request shall be in the sole discretion of the City.

Compensation provided to the Professional shall cover the costs of all Services provided under this Agreement, including: all costs of Professional's personnel providing management, operations and related services under this Agreement, including all costs of employee wages, salaries, health benefits, retirement, and other employee benefits and all costs of training; all costs associated with the implementation of the plans and programs submitted by Professional in its response to the RFP; and the cost of providing additional Non-Revenue Vehicle(s) for support and relief, if applicable. The Professional will have no other right or claim to compensation, payment, or reimbursement from the City, except as otherwise expressly provided in this Agreement. The Professional shall not be responsible for fuel costs for the City owned vehicles used in providing Services under this Agreement nor the costs of maintaining and repairing any City-owned vehicles used for the Services provided under this Agreement, unless derived through damage by the Professional.

7.1 Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule.

7.2. Deposit. Intentionally Omitted.

7.3. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

7.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within ten (10) calendar days of completion of the performance of such Services in a calendar month. Each invoice shall be itemized to include the following items separated by service mode: fixed rate charges, revenue service hours (variable), and any other charges previously authorized by City. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

8. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

9. Time of Performance. Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

10. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which

may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B**. City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

11. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

12. Performance by Qualified Personnel. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional or subcontractor as specified in **Exhibit B**. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional or the Professional's subcontractor as specified in **Exhibit B**. The Professional is prohibited from further subcontracting portions of work under this Agreement to any other subcontractor not specified in **Exhibit B** without such an additional or substitution expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

13. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

13.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit B** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

13.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

13.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

13.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

13.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13.6 Conflict of Transportation Interests. The Professional shall not divert any revenues, passengers or other business from the City to any taxi or other transportation operation of the Professional without the prior written approval of the City.

13.7 Conflicting Use. The Professional shall not use any vehicle, equipment, personnel, facilities or other resource provided by the City for performing Services for any use whatsoever other than provided within this Agreement without prior written approval of the City.

14. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

15. Contact by Professional with Project Owner or Project Applicant. Intentionally omitted.

16. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

17. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

18. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

19. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given

by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

20. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A** or **Exhibit B**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received

from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

21. Ownership of Operating Revenue. All operating revenue collected by the Professional is property of the City. Operating revenue shall include, but not necessarily limited to, monies collected within fare boxes during the provision of Services, as well as monies collected from the pre-sale of tickets and passes. The Professional shall be responsible for securing, counting, reporting and delivering to the City, or the City's agent, all operating revenue in accordance with the terms of this Agreement.

22. Termination of Work by City for Its Convenience. Notwithstanding other termination provisions provided in this Agreement, the City shall have the right to terminate this Agreement at any time for its convenience by giving sixty (60) days' written notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

23. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

24. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

25. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

26. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of

legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

27. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

27.1 General Liability. Professional shall carry general liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Ten Million Dollars (\$10,000,000.00).

27.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy

limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

27.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

27.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

27.5 Employee Dishonesty. Professional shall carry insurance with a minimum limit of Fifty Thousand Dollars (\$50,000.00) to cover Professional's employees, officials and agents in the loss of funds received by the Professional and within the control of the Professional prior to remittance to the City.

27.6 Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

28. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and

shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

29. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

30. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

31. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

32. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

33. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

34. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such

notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

City of Turlock
Attn: Erik Schulze, Public Works Director
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353

If to Professional:

Attn: _____

35. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

Wayne York, Transit Manager
1418 N. Golden State Blvd., Suite 1
Turlock, California 95380
Telephone: (209) 669-2800
E-mail: transit@turlock.ca.us

36. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

37. Use of City Project Number. Intentionally Omitted.

38. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

39. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

40. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

41. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

42. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

43. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

44. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

45. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

46. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

47. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement. The Professional agrees to retain reports, records, documents and files related to charges under this Agreement for a period of three (3) years following the date of final payment for Services. The City shall have the right to reproduce any of the aforesaid documents.

48. Access to City Facilities, Vehicles and Equipment. The City shall be permitted access to all City-owned vehicles, facilities and equipment during the hours of operation and at all other times for the purpose of conducting inspections and maintenance as the City may deem necessary for the proper administration of the provisions of the Agreement.

49. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof

and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

50. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

51. Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

52. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

53. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

54. Attorney’s Fees and Costs. If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

55. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

56. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

57. Transition to Future Contractor. During the duration of the Agreement and up to sixty (60) days following the effective date of termination or expiration of the Agreement, Professional shall provide to either the City, or any professional selected by the City, Professional’s full cooperation in the transition to the new provider of Services from one provider to another provider. This shall include, at a minimum, consultation regarding labor and management issues, including a delineation of wages and benefits by employee category, access to non-confidential personnel files and access to transit operations and maintenance records.

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

58. Contracted Employee Minimum Compensation Requirements.

58.1. Minimum Wage for Safety-Sensitive Functions. The minimum wage for persons employed by the Professional, or any authorized subcontractors of the Professional, that perform safety-sensitive functions as specified below (“Safety-Sensitive Minimum Wage”), while providing Services under this Agreement, shall not be less than the value specified in this Paragraph. Nothing in this Paragraph shall limit or restrict the ability of the Professional to pay hourly wages in excess of this wage requirement, nor limit or restrict the ability of the Professional to pay hourly wages less than this requirement for work that is not safety-sensitive as further defined.

Effective July 1, 2024, the Safety-Sensitive Minimum Wage shall be \$25.00 per hour.

Effective July 1, 2025, the Safety-Sensitive Minimum Wage shall be \$25.50 per hour.

Effective July 1, 2026, the Safety-Sensitive Minimum Wage shall be \$26.00 per hour.

Effective July 1, 2027, the Safety-Sensitive Minimum Wage shall be \$26.50 per hour.

Effective July 1, 2028, the Safety-Sensitive Minimum Wage shall be \$27.00 per hour.

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

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

58.2. Base Wage. The base hourly wage for persons beginning employment with the Professional or any authorized subcontractors of the Professional, that perform safety-sensitive functions while providing Services under this Agreement, shall be the greater of any of the following values:

- (a) The Safety-Sensitive Minimum Wage, as specified in Paragraph 58.1; or
- (b) For persons directly transitioning employment to the Professional on or before July 1, 2024, after providing similar services under the previous agreement for transit services with the City, with no break in employment, the base hourly wage shall

- not be less than the hourly wage that was in effect for that person the date the RFP was released; or
- (c) For persons with at least twelve (12) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus five percent (5%); or
 - (d) For persons with at least twenty-four (24) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus ten percent (10%); or
 - (e) For persons with at least thirty-six (36) months of experience providing Services under the previous agreement for transit services with the City, or similar services with a different public agency, the base hourly wage shall not be less than the Safety-Sensitive Minimum Wage plus fifteen percent (15%).

The base wage described in this paragraph excludes all special pays and premium pays the Professional may elect to provide, which would be in addition to the base pay.

58.3. Cost of Living Adjustment (COLA). Each person employed by the Professional in a non-safety sensitive function and providing services under this Agreement, regardless of their role or function, shall have their respective base pay increased by no less than three percent (3%) as a cost of living adjustment following the completion of twelve (12) months of continuous employment with the Professional and no less than three percent (3%) annually thereafter for as long as they continue providing Services under the Agreement.

58.4. Health, Retirement and Paid Leave Benefits. Each person employed full-time by Professional, with at least seventy percent (70%) of their time dedicated primarily to providing services to City under this Agreement, regardless of the capacity, shall receive employment benefits provided by the Professional that provide, at a minimum:

- (a) **Medical, Dental and Vision Coverage.** The Professional shall provide access to medical, dental and vision insurance options that take effect no later than 32 calendar days from the start of employment. The Professional shall provide multiple plan options for selection by the employee, with at least one option for a High-Deductible Health Plan (HDHP) and at least one option for a Preferred Provider Organization (PPO) plan. All plan offerings must include an option to add a spouse/partner and/or dependents, with employee contributions for such additions determined by the Professional.
- (b) **Health Care Stipend.** The Professional shall offer and make available a health care stipend to each qualifying employee that the employee can use towards offsetting the costs of medical, dental and/or vision insurance coverage provided by the

Professional or as a contribution to an employee-managed Health Savings Account (HSA), with the value of the stipend not less than the following:

- a. Effective July 1, 2024, the Health Care Stipend shall be at least \$625.00 per month, per qualifying employee.
 - b. Effective July 1, 2025, the Health Care Stipend shall be at least \$650.00 per month, per qualifying employee.
 - c. Effective July 1, 2026, the Health Care Stipend shall be at least \$675.00 per month, per qualifying employee.
 - d. Effective July 1, 2027, the Health Care Stipend shall be at least \$700.00 per month, per qualifying employee.
- (c) **Retirement benefits.** The Professional shall provide either a defined contribution or defined benefit retirement plan. If a defined contribution plan is offered the Professional shall provide an employer match of at least two percent (2%) to contributions provided by the employee.
- (d) **Mental health.** The Professional shall provide qualifying employees with access to no less than two (2) hours per month of mental health (counseling) services from a licensed mental health professional at no additional cost to the employee. Employee participation, if exercised, shall be voluntary and occur on the employee's own time. These services shall be offered in an in-person format, though they may be provided virtually if offered and affirmatively selected by the employee. These services shall be provided in a way that ensures employees can access them privately and discreetly.
- (e) **Sick leave.** The Professional shall provide no less than eight (8) hours of paid sick leave per month.
- (f) **Vacation leave.** The Professional shall provide no less than four (4) hours of paid vacation leave per month.

Nothing in this Paragraph shall limit or restrict the Professional's ability to provide benefits greater than the specified minimum standards, nor affect other employee health, wellness or morale provisions listed elsewhere in the RFP, nor limit or affect benefit offerings to employees working less than full-time.

59. Performance by Key Personnel. The Professional has represented to the City that _____, General Manager, and _____, Operations Manager ("Key Personnel"), will be the individuals primarily responsible for the management, oversight and execution of Services referred to in this Agreement. The City has entered into this Agreement in reliance on that representation by the Professional. The Professional therefore agrees that the above-named persons shall devote One Hundred

percent (100%) of their working time to this Agreement for the entire term of the Agreement, unless a time dedication level variance is approved in writing by the City. In the event a time dedication level variance is approved by the City, the City reserves the right to rescind such a variance, in writing, at any time and at the City's sole discretion. Nothing in this section shall preclude or limit the Professional from employing additional employees in management and oversight roles not subject to this paragraph.

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

60. Liquidated Damages. The City and the Professional mutually agree that when the Professional fails to meet performance requirements of this Agreement that the City will suffer damages which cannot be clearly quantified. In those instances the City may elect to assess liquidated damages based on the nature of the performance failure. The specified liquidated damage values, the process for assessment, as well as protest procedures for said assessments are further defined in **Exhibit A**.

61. 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, leases, subcontracts, arrangements, other third party Contracts 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. § 200.334. 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 in accordance with 2 CFR § 200.337.
- (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 in accordance with 2 CFR § 200.337.

62. Americans with Disabilities Act (ADA). The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

63. Restrictions on Lobbying.

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation

and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

64. Charter Service. 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 are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except 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.

65. Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to all contracts.

65.1 Federal Equal Employment Opportunity (EEO) Requirements.

These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

65.2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

65.3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

65.4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

66 Civil Rights and Equal Opportunity

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

66.1. 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, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

66.2. 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.

66.3. 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.

66.4. 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.

66.5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

67 Clean Air Act and Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

68 Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

69 Debarment and Suspension. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. 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. If it is later determined by the AGENCY that 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.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.

70 Disadvantaged Business Enterprise (DBE). It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 Agency 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).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency 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 Agency's written consent; and that, unless the Agency'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).

71 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 (42 U.S.C. § 6201).

72 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

73 Notice of Third Party Participants. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

74 Fly America

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

75 Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

76 Incorporation of Federal Transit Administration (FTA) Terms. The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

77 No Government Obligation to Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, 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.

78 Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

79 Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 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.

81 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information. d. See also § 200.471.

82 Prompt Payment. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

83 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.

84 Safe Operation of Motor Vehicles

81.1 Seat Belt 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.

81.2 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 Contract.

85 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 measures 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.

86 Substance Abuse Requirements. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 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, 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 part 655 and to submit the Management Information System (MIS) reports to the Agency.

87 Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

88 Severability. The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

89 Termination.

89.1 Termination for Convenience (General Provision). 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.

89.2 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.

89.3 Opportunity to Cure (General Provision). 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.

89.4 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.

89.5 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.

89.6 Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the 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 the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. 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.

89.7 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.

89.8 Termination for Convenience or Default (Cost-Type Contracts). The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

90 Trafficking in Persons. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

91 Violation and Breach of Contract

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 the agency. 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 agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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 agencies authorized representative and 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:

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.

[Signatures on Following Page]

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

PROFESSIONAL

_____, a

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Erik Schulze, Director of Public Works

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

APPENDIX D: STAFFING

Proposer's Staffing Matrix							
Position Title	Minimum FTEs Required	Number of Full-Time Positions (Headcount)	Number of Full-Time FTEs	Number of Part-Time Positions (Headcount)	Number of Part-Time FTEs	Total Headcount (Full-Time + Part-Time)	Total FTEs (Full-Time + Part-Time)
General Manager	1.0						
Operations Manager	1.0						
Safety Officer	1.0						
Other Management (Provide Detail)							
1							
2							
3							
Customer Service Representatives	2.5						
Administrative/Clerical Support	1.0						
1							
2							
3							
Bus Operators	30.0						
Standby Drivers	3.0						
Dispatchers	3.5						
Road Supervisors	2.0						
Trainers	0.5						
Bus Cleaner	1.0						
Other Labor (Provide Staff Position Detail)							
1							
2							
3							
4							
5							
6							

APPENDIX E: COSTS

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

Price

	Base Year 1 7/1/2024- 6/30/2025	Base Year 2 7/1/2025 - 6/30/2026	Base Year 3 7/1/2026- 6/30/2027	Base Year 4 7/1/2027- 6/30/2028	Base Year 5 7/1/2028- 6/30/2029
Fixed Monthly Cost					
Rate Per Vehicle Revenue Hour					

	Option Year 1 7/1/2029 – 6/30/2030	Option Year 2 7/1/2030 – 6/30/2031
Fixed Monthly Cost		
Rate Per Vehicle Revenue Hour		

SUBMITTED BY (FIRM): _____

NAME AND TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE OF AUTHORIZED SIGNER: _____

DATE: _____

Labor: Wages and Benefits

		Number of FTE's	Number of PTE's	Lowest Wage	Highest Wage	Eligible for Medical Insurance Y/N	Eligible for Dental/Vision Y/N	Eligible for 401K Y/N
A	Management:							
1	General Manager							
2	Operations Manager							
3	Safety Officer							
B	Other Management (Provide Detail)							
1								
2								
3								
4								
C	Customer Service Rep.							
D	Administrative/Clerical Support (Provide Detail)							
1								
2								
3								
4								
E	Bus Operators							
F	Standby Drivers							
G	Dispatchers							
H	Road Supervisors							
I	Trainers							
J	Bus Cleaner							
K	Other Labor (Provide Staff Position Detail)							
1								
2								
3								
4								
5								
6								
Subtotal:								

Detailed Price and Cost

Expenses	Base Year 1 July 1, 2024 - June 30, 2025			Base Year 2 July 1, 2025 - June 30, 2026			Base Year 3 July 1, 2026 - June 30, 2027			Base Year 4 July 1, 2027 - June 30, 2028			Base Year 5 July 1, 2028 - June 30, 2029			Option Year 1 July 1, 2029 - June 30, 2030			Option Year 2 July 1, 2030 - June 30, 2031		
	FIXED	Hours-Based	TOTAL	FIXED	Hours-Based	TOTAL	FIXED	Hours-Based	TOTAL	FIXED	Hours-Based	TOTAL	FIXED	Hours-Based	TOTAL	FIXED	Hours-Based	TOTAL			
LABOR SALARIES AND WAGES																					
A	Management (Provide Staff Position Detail)																				
	General Manager		0		0		0		0		0		0		0		0		0		
	Operations Manager		0		0		0		0		0		0		0		0		0		
	Safety Officer		0		0		0		0		0		0		0		0		0		
B	Other Management (Provide Staff Position Detail)																				
1			0		0		0		0		0		0		0		0		0		
2			0		0		0		0		0		0		0		0		0		
3			0		0		0		0		0		0		0		0		0		
C	Customer Service Supervisor		0		0		0		0		0		0		0		0		0		
D	Customer Service Rep.		0		0		0		0		0		0		0		0		0		
E	Administrative/Clerical Support (Provide Staff Position Detail)																				
1			0		0		0		0		0		0		0		0		0		
2			0		0		0		0		0		0		0		0		0		
3			0		0		0		0		0		0		0		0		0		
F	Bus Operators		0		0		0		0		0		0		0		0		0		
G	Standby Drivers		0		0		0		0		0		0		0		0		0		
H	Dispatchers		0		0		0		0		0		0		0		0		0		
I	Road Supervisors		0		0		0		0		0		0		0		0		0		
J	Trainers		0		0		0		0		0		0		0		0		0		
K	Bus Cleaner		0		0		0		0		0		0		0		0		0		
L	Other Labor (Provide Staff Position Detail)																				
1			0		0		0		0		0		0		0		0		0		
2			0		0		0		0		0		0		0		0		0		
3			0		0		0		0		0		0		0		0		0		
4			0		0		0		0		0		0		0		0		0		
5			0		0		0		0		0		0		0		0		0		
6			0		0		0		0		0		0		0		0		0		
M	Bonus/Employee Incentive (Provide Staff Position Detail)																				
1			0		0		0		0		0		0		0		0		0		
2			0		0		0		0		0		0		0		0		0		
3			0		0		0		0		0		0		0		0		0		
4			0		0		0		0		0		0		0		0		0		
5			0		0		0		0		0		0		0		0		0		
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PAYROLL TAXES & FRINGE BENEFITS																					
A	Management (Provide Staff Position Detail)																				
	General Manager		0		0		0		0		0		0		0		0		0		
	Operations Manager		0		0		0		0		0		0		0		0		0		
	Training/Safety Manager		0		0		0		0		0		0		0		0		0		

B	Other Management (Provide Staff Position Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
C	Customer Service Supervisor		0		0		0		0		0		0	0
D	Customer Service Rep.		0		0		0		0		0		0	0
E	Administrative/Clerical Support (Provide Staff Position Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
F	Bus Operators		0		0		0		0		0		0	0
G	Road Supervisors		0		0		0		0		0		0	0
H	Dispatchers		0		0		0		0		0		0	0
I	Road Supervisors		0		0		0		0		0		0	0
J	Trainers		0		0		0		0		0		0	0
K	Bus Cleaner		0		0		0		0		0		0	0
L	Other Labor (Provide Staff Position Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
4			0		0		0		0		0		0	0
5			0		0		0		0		0		0	0
6			0		0		0		0		0		0	0
M	Bonus/Employee Incentive (Provide Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
4			0		0		0		0		0		0	0
5			0		0		0		0		0		0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0
OUTSIDE SERVICES														
A	Professional Services		0		0		0		0		0		0	0
B	Other Services (Provide Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITY UTILITIES														
A	Telephone and Internet		0		0		0		0		0		0	0
B	Office Supplies		0		0		0		0		0		0	0
C	Other (Provide Detail)													
1			0		0		0		0		0		0	0
2			0		0		0		0		0		0	0
3			0		0		0		0		0		0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0
INSURANCE														
A	Worker's Compensation/Employer Liability		0		0		0		0		0		0	0
B	Comprehensive General Liability		0		0		0		0		0		0	0
C	Automobile Liability (Revenue & Non-Revenue Vehicles)		0		0		0		0		0		0	0
D	Automobile Physical Damage (Revenue & Non-Revenue Vehicles)		0		0		0		0		0		0	0

E	Other Insurance Premiums (Provide Detail)	0	0	0	0	0	0	0	0	0	0	0	0
1		0	0	0	0	0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0
TAX & LICENSING													
A	Corporate Taxes	0	0	0	0	0	0	0	0	0	0	0	0
B	Licenses	0	0	0	0	0	0	0	0	0	0	0	0
C	Permits	0	0	0	0	0	0	0	0	0	0	0	0
D	Other Taxes, License & Permits (Provide Detail)												
1		0	0	0	0	0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0
CAPITAL OUTLAY, PURCHASED EQUIPMENT, LEASES AND RENTALS													
A	Non-Revenue Vehicle Cost	0	0	0	0	0	0	0	0	0	0	0	0
B	Other Equipment (Provide Detail)												
1		0	0	0	0	0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0	0	0	0	0
4		0	0	0	0	0	0	0	0	0	0	0	0
5		0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0
MISCELLANEOUS EXPENSES													
A	Membership Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	0
B	Relocation	0	0	0	0	0	0	0	0	0	0	0	0
C	Employee Uniforms	0	0	0	0	0	0	0	0	0	0	0	0
D	Employee Recruitment	0	0	0	0	0	0	0	0	0	0	0	0
E	Non-Revenue Vehicle Fuel	0	0	0	0	0	0	0	0	0	0	0	0
F	Non-Revenue Vehicle Maintenance	0	0	0	0	0	0	0	0	0	0	0	0
G	Field Communications	0	0	0	0	0	0	0	0	0	0	0	0
H	Employee Training and Monitoring	0	0	0	0	0	0	0	0	0	0	0	0
I	Cell Phone Plan	0	0	0	0	0	0	0	0	0	0	0	0
J	Other (Provide Detail)												
1		0	0	0	0	0	0	0	0	0	0	0	0
2		0	0	0	0	0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0	0	0	0	0
4		0	0	0	0	0	0	0	0	0	0	0	0
5		0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0
OVERHEAD & PROFIT													
A	Corporate Overhead and Allocations	0	0	0	0	0	0	0	0	0	0	0	0
B	Profit	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL COSTS:													
	TOTAL COSTS:	0	0	0	0	0	0	0	0	0	0	0	0

SUBMITTED BY (FIRM): _____

NAME AND TITLE OF

AUTHORIZED SIGNER: _____

SIGNATURE OF AUTHORIZED

SIGNER: _____

DATE: _____

Start-up Details

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

<u>Item</u>	<u>Proposed start-up cost</u>
Utilities/Telephone	
Computer equipment	
Mobile devices	
IT equipment/expenses	
Office supplies	
Operator uniforms	
Operator safety vests	
Relocation costs	
Recruitment advertising	
Recruitment bonuses	
Training costs	
Travel/lodging costs	
Wage/benefit costs	
Insurance	
Inventory set-up costs	
Leasehold improvements	
Corporate support/profit	
Other miscellaneous costs (describe)	
1	
2	
3	
4	
5	
6	
7	
8	
9	
TOTAL:	

APPENDIX F: REQUIRED PROPOSAL FORMS

All forms in this section must be returned with proposal.

- Proposal Letter
- Debarment and Suspension
- DBE Status
- Lobbying Certification
- Authenticity and Non-Collusion Certification
- Labor Code Compliance
- Certification Regarding Development of Price Proposal and Related Matters

Proposal Letter Form

To: City of Turlock
Attn: Purchasing Officer
Re: City Project No. 23-001
156 S. Broadway, Suite 270
Turlock, CA 95380

City Project No. 23-001

NAME OF PROPOSER

1. The Proposer is a _____ [identify form of organization, and identify any equity participants in the Proposer if it is a joint venture].
2. The Proposer has reviewed the RFP, including the Exhibits and Attachments thereto, and all other information made available by the City of Turlock in connection with the Project which is described in the RFP, and offers to carry out the Project in accordance with the RFP (including the Draft Operations Agreement), this Proposal Letter, and its proposal.
3. The Proposer acknowledges and agrees that its proposal constitutes a binding offer to provide the Scope of Work covered by the RFP in accordance with the terms, conditions, and requirements of the RFP, including the Exhibits and Attachments thereto. If selected as the Contractor, the Proposer agrees that it will execute the Agreement and perform all the operations work in accordance with the terms and conditions thereof, and at the price proposed, subject to any exceptions identified in Tab PS-10 of its proposal and agreed to by the City of Turlock.
4. The Proposer further acknowledges and agrees that it has reviewed the Scope of Work covered by the RFP and has determined that it can provide those Services for the prices it has proposed hereto, in full satisfaction of the terms and conditions in the Agreement, and further acknowledges and agrees that it will honor its proposed prices throughout the Contract Term (including option years) and will not seek any price increases except as may be expressly authorized under the Agreement.
5. The Proposer agrees to keep its proposal open for acceptance for one hundred eighty (180) Days after the proposal due date without unilaterally varying or amending its terms and, if the Proposer is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted.
6. The Proposer understands that the City of Turlock is not bound to accept any proposal that they City of Turlock may receive, and that all costs and expenses incurred by us in preparing this proposal and participating in the RFP process will be borne solely by us.
7. The Proposer agrees not to challenge, question or seek to review any decision of the City of Turlock in regard to this proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the Protest Procedures outlined within the RFP.
8. The Proposer acknowledges receipt of the following Addenda (identify by number and date):

No. Date

9. The Proposer acknowledges and agrees that it understands and will comply with all applicable Federal, State, and local requirements.

10. The Proposer acknowledges and agrees that it will comply with the Restrictions on Lobbying provisions of the RFP and understands that impermissible contacts, as described in that Section, shall be the basis for disqualification of the Proposer.

11. The Proposer designates the following individual(s) to act on behalf of and to bind and commit the Proposer, during this procurement process, on all matters relating to the RFP and the Agreement (including the price), and to take all actions necessary to finalize an Agreement with the City of Turlock if the Proposer is selected for Contract Award.

[Name, title, email, telephone]

[Name, title, email, telephone]

Signature block:

[Insert the Proposer's name]

By: [signature of Proposer's executing official]

Print Name: _____

Title: _____

Proposer's business address:

(Street) (Floor or Suite)

(City) (State or Province) (Zip or Postal Code) (Country)

State or County of Incorporation: _____

DEBARMENT and SUSPENSION

1. The Proposer certifies to the best of its knowledge and belief, that it and its principals and any subcontractor with a subcontract with a value of over \$250,000:

- a. Are not presently debarred, suspended, proposed, for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- b. Have not within three-year period preceding this proposal been convicted of or have civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contact under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlements, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 1b of this certification; and
- d. Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

2. The Proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs 1(a) through 1(d) above, it will promptly provide that information to the City of Turlock.

3. If the Proposer is unable to certify the statements in paragraphs (1) and (2) above, it shall provide a written explanation to the City of Turlock.

Executed the _____ day of _____ of 2023.

By: _____
Name _____ Title _____

Authorized Signature

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51 percent of the stock is owned by one or more such individual; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

Yes, my firm does qualify as a Disadvantaged Business Enterprise.

No, my firm is not a Disadvantaged Business Enterprise.

If you answered “yes” above, please attach your DBE Certification to this page

LOBBYING CERTIFICATION

I, _____ hereby certify on behalf of

_____ that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of a federally assisted contract.

If any funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of any Federal Agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this federally assisted contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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 Section 1353, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each failure.

Executed the _____ day of _____ of 2023.

By: _____

Name

Title

Authorized Signature

AUTHENTICITY AND NON-COLLUSION CERTIFICATION

STATE OF _____

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of and is the _____ of _____, the entity making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal Price or any component of the Proposal Price, of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage with the City of Turlock or against anyone interested in the Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Contract or rejection of all Proposals and cancellation of the RFP.

(Signature)

(Name Printed)

(Title)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2023,
by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before
me.

(Seal)

Signature

[Duplicate or modify this form as necessary so that it accurately describes the entity making
the proposal and so that it is signed on behalf of all general partners or joint venturers of the
Proposer.]

LABOR CODE COMPLIANCE

NOTE TO PROPOSERS: California Labor Code section 1072(a) requires a bidder for a public transit service contract to declare as part of its bid whether or not it will retain the employees of the prior contractor for a period of not less than 90 days. Check one box below:

I, _____, hereby declare on behalf of [Name of Proposer] that _____ will retain the employees of the prior contractor for a period of not less than ninety (90) days;

OR

I, _____, hereby declare on behalf of [Name of Proposer] that _____ does not intend to retain the employees of the prior contractor for a period of not less than ninety (90) days.

Executed the _____ day of _____ of 2023.

By: _____
Name _____ Title _____

Authorized Signature

CERTIFICATION REGARDING DEVELOPMENT OF PRICE PROPOSAL AND SYSTEM OPERATING CHARACTERISTICS

The Proposer hereby certifies that:

- It understands that the City of Turlock uses estimates related to route distances and deadhead distances. This information has not been validated or verified by the City of Turlock, and the City of Turlock is not responsible for its accuracy or completeness. It is the Proposer's responsibility to determine, at its own risk and in its own discretion, the extent to which it will rely on this information in developing its price proposal.
- It understands that it is solely responsible for measuring and verifying any deadhead, route mileages and times included in its proposal in response to this RFP and/or assumed in developing its price proposal.
- It has independently measured and/or will independently measure deadhead mileages and times and route mileages and times in developing its price proposal.
- It understands that aside from the specified Key Personnel and minimum staffing requirements, the City of Turlock takes no responsibility for the determination and provision of required staff.
- It understands that it is the responsibility of the Contractor to recruit, maintain, and provide a qualified workforce and a full complement of staff throughout the Contract Term.
- It understands that the City of Turlock reserves the right to operate vehicles in its revenue fleet beyond the Federal Transit Administration (FTA) minimum 12-year useful life, and that the City of Turlock makes no commitment regarding the replacement schedule for Revenue Vehicles.

Executed the _____ day of _____ of 2023.

By: _____
Name _____ Title _____

Authorized Signature