

REQUEST FOR PROPOSAL No. 2016

FOR BEST VALUE OPERATION OF CITY OF VACAVILLE GENERAL PUBLIC FIXED-ROUTE AND PARATRANSIT SERVICES



**Proposals due on or before
3:00 P.M. on MARCH 3, 2016**

SUBMITTAL:

Technical Submittal: One (1) original, ten (10) unbound copies in three-ring binders and one (1) electronic PDF copy

Price Submittal: One (1) original, ten (10) unbound copies and one (1) electronic PDF copy

Audited Financial Statements: One (1) original, one (1) electronic PDF copy

SUBMIT TO:

City Clerk
City of Vacaville
650 Merchant Street
Vacaville, CA 95688

NOTE: Mandatory Pre-Proposal Conference on JANUARY 20, 2016 at 9:00 A.M. at City Hall, Public Works Department, 650 Merchant Street, Vacaville CA, 95688.

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SECTION 1 GENERAL INFORMATION

1.1 Introduction

The City of Vacaville is issuing this Request for Proposals (RFP) to select a firm using the Federal Transit Administration's Best Value Procurement Guidelines, to operate the CITY Coach Transit System. The CITY is requesting proposals for the provision of fixed route and demand response services.

The CITY has prepared a Scope of Work (see Appendix A) and an Agreement (see Appendix E) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other information.

The successful proposer will be required to enter into an agreement for a Base term of five (5) years with the option for one (1) three (3) year extension as presented below:

5 YEAR BASE CONTRACT (Base term August 1, 2016 to July 31, 2021)

August 1, 2016 to July 31, 2017

August 1, 2017 to July 31, 2018

August 1, 2018 to July 31, 2019

August 1, 2019 to July 31, 2020

August 1, 2020 to July 31, 2021

3 YEAR OPTION EXTENSION (Single Option term August 1, 2021 to July 31, 2024)

August 1, 2021 to July 31, 2022

August 1, 2022 to July 31, 2023

August 1, 2023 to July 31, 2024

The extension may be exercised at the CITY's sole discretion. Proposers shall provide price proposals for the Base five years of the agreement plus the single option three year agreement extension, for a total of eight years.

The contract will be based upon a fixed/variable price structure.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the Agreement for Fixed Route and Paratransit Services. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to operational capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Four (4) or otherwise required in this RFP.

The City of Vacaville is referred to herein as the "CITY". Proposers are hereinafter referred to as the "PROPOSER".

1.2 Organization of the RFP

The RFP is organized into six (6) sections, and includes Appendices A through E.

Section 1 consists of information regarding the introduction and purpose, RFP organization, CITY rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, and cost of submitting proposals.

Section 2 contains background information, including relevant CITY demographics, current services provided, CITY provided fleet, and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the evaluation and selection process and criteria.

Section 6 identifies the protest procedures.

The appendices contain additional information required for proposal preparation including, but not limited to, the Scope of Work, Bidder¹ Declarations, Federal Clauses and Other Requirements, Required Forms, and finally the Transit Service Agreement.

¹ The terms PROPOSER and Bidder are used interchangeably throughout the RFP.

1.3 CITY's Rights

The CITY's rights include, but are not limited to, the following:

- ❑ Issuing addenda to the RFP, including extending or revising the time line for submittals.
- ❑ Withdrawing, reissuing, or modifying the RFP.
- ❑ Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- ❑ Executing an Agreement with a PROPOSER on the basis of the original proposal and/or any other information submitted by the PROPOSER during the procurement process.
- ❑ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of the CITY.
- ❑ Proposals shall be evaluated as "Best Value" per the Federal Transit Administration's (FTA) Best Practices Manual and is defined as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

- ❑ The CITY may, but is not bound to, commence negotiations with a selected PROPOSER.
- ❑ Discontinuing its negotiations after commencing negotiations with a selected PROPOSER, if progress is unsatisfactory in the sole judgment of the CITY, and, if CITY deems appropriate, commencing discussions with another PROPOSER.
- ❑ CITY reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the recommendation of award of the contract with the exception of open public meetings.

1.4 PROPOSERS' Responsibilities

It is the responsibility of each PROPOSER to:

- ❑ Examine this RFP, including all appendices and the attached Agreement, thoroughly.
- ❑ Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- ❑ Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- ❑ Each PROPOSER shall make a good faith effort to hire employees from the CITY's incumbent CONTRACTOR.
- ❑ Clarify, with the CITY, any conflicts, errors, or discrepancies in this RFP.
- ❑ Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- ❑ Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- ❑ Each PROPOSER shall use mail, fax, email or other delivery mechanism at its own risk, and the CITY shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

1.5 Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Agreement and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the CITY. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- The CITY shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the CITY obligates the PROPOSER to enter into an Agreement with the CITY for the performance of the services chosen by the CITY at its sole discretion.
- The Agreement shall not be binding or valid against the CITY unless and until it is executed by the CITY and the selected PROPOSER, and the PROPOSER's performance bond, insurance, or other surety guarantee has been accepted by the CITY.

The proposals received shall become the exclusive property of the CITY. At such time as an Agreement award is recommended to the Vacaville City Council, 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 in each proposal which are trade secrets as that term is defined in Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY". However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. The CITY shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, agents or employees.

1.6 Cost of Submitting Proposals

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to the CITY. The CITY will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the CITY.

SECTION 2 BACKGROUND

This section includes background information regarding the proposed procurement of public transit services. Please note that the data provided is for informational purposes only. The CITY does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

2.1 Demographics and Population Growth

Vacaville, California is located in Solano County, California, United States, between Sacramento and San Francisco. As of the 2010 census, the CITY had a total population of 92,428 within an area of approximately 27 square miles. The median age is 37 years, and the age distribution of the population is: 23.0% under the age of 18 and 11% who are 65 years of age or older. The median household income is \$72,925.

2.2 Current Services

Vacaville CITY COACH fixed-route service generally operates only within the CITY limits of the City of Vacaville as a local program called "CITY COACH".

CITY COACH began operating general public transit in 1981 with a simple general public dial-a-ride program. The current program consists of both a fixed route and paratransit system. Over the last several years CITY COACH has experienced significant ridership growth. CITY firmly believes the growth of CITY COACH is predominately due to providing high quality customer service to transit patrons. CITY firmly believes that maintenance of the existing ridership level and further growth of CITY COACH ridership will continue to hinge on providing high quality customer service to transit patrons.

The paratransit service operates within the CITY limits of the City of Vacaville as a local program called "SPECIAL SERVICES".

□ CITY COACH Fixed Route Operations

The basic fixed route service operates between 6:00 a.m. and 6:30 p.m., Monday through Friday; and approximately 8:00 a.m. to 6:00 p.m., Saturday. No service is provided on Sunday or the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day. Saturday service is provided on the following days: President's Day, Martin Luther King, Veteran's Day, New Years Eve and on the day following Thanksgiving. The total estimated annualized number of revenue hours (i.e. July 1 - June 30) approximates 36,700.

□ Special Services (Paratransit) Operations

The Special Services operates between 6:00 a.m. and 6:30 p.m., Monday through Friday; and 8:00 a.m. and 6:00 p.m., Saturday. No service is provided on Sunday or the same holidays as observed by the fixed-route system. The total estimated annualized revenue hours (i.e. July 1- June 30) approximate 5,300. Reservation hours generally mirror the hours of operation as described above. Current passenger productivity is 2.6 passengers per hour. Passenger ADA eligibility is determined by a contracted in-person assessment provider managed through the Solano Transportation Authority (STA). Eligibility information is made available to CONTRACTOR through the Personal Computer located in the Transit Dispatch office, via Internet connection to the Metropolitan Transportation Commission's Regional Eligibility Database. Passenger scheduling is performed using a Microsoft Excel spreadsheet.

2.3 CITY-Provided Vehicles

The CITY will provide a fleet of accessible fixed-route and paratransit vehicles. The fixed-route fleet consists of: eighteen (18) New Flyer of America, 2009, 2011 and 2013 model year, 35 foot Compressed Natural Gas buses. CNG buses are slow-filled nightly and at the end of daily runs. A full night's slow-fill will provide a full day's utilization of the vehicle.

The paratransit vehicle fleet includes two (2), 2008 Starcraft diesel buses and three (3), 2014 ARBOC gasoline powered buses, each with a seating capacity of up to 15 passengers and two wheelchair tie-downs.

All CITY revenue transit vehicles are equipped with manually operated fareboxes.

All CITY buses are equipped with digital video recording systems.

All CITY fixed route fleet vehicles are also equipped with the Clipper electronic fare collection system utilized throughout the Bay Area.

All CITY revenue transit vehicles are equipped with Motorola type radio systems as is the dispatch office.

The CITY maintains an adequate spare vehicle inventory to ensure daily operations of both fixed-route and Paratransit services.

2.4 Fare and Pass Schedule.

A current copy of a fixed-route schedule and brochures describing City Coach fixed route and City Coach Special Services are attached and indicates the fare schedule for both programs. See enclosed schedules and brochure attached as Exhibit A to the Agreement in Appendix E.

PROPOSER shall operate services in accordance with the established fare structure.

**SECTION 3
SCHEDULE & SUBMITTAL INSTRUCTIONS**

3.1 Schedule

The Request for Proposals schedule is depicted in Table 1-1 for the procurement of transit operator services. This schedule may change at the CITY's sole discretion.

Table 1-1 Procurement Schedule	
Activity	Date
Issue RFP	January 4, 2016
Mandatory Pre-proposal Conference/site visit	January 20, 2016 (9 a.m.)
Questions/clarifications submission deadline	February 3, 2016 (3 p.m.)
CITY response to Questions / clarification deadline	February 10, 2016 (3 p.m.)
Protests PRIOR to proposal submission deadline	February 16, 2016 (3 p.m.)
CITY response to protests PRIOR to submission deadline	February 29, 2016 (3 p.m.)
Proposal submission deadline	March 3, 2016 (3 p.m.)
Interviews with key staff	March 14-17, 2016
Release of Recommendation of Award	March 24, 2016
Presentation of Recommendation of Award to City Council	April 12, 2016 (6 p.m.)
Agreement Award	April 12, 2016
Protest AFTER proposal opening/Announcement of Award	April 20, 2016 (3 p.m.)
City response to protests AFTER proposal opening/ Announcement of Award	April 29, 2016 (3 p.m.)
Service initiation	August 1, 2016

3.2 Proposal Submission

Sealed proposals must be received by the City of Vacaville, City Clerk's Office at the address below, no later than **3 p.m. March 3, 2016**.

City Clerk
City of Vacaville
650 Merchant Street
Vacaville, CA 95688

Technical Proposal

One (1) original unbound, ten (10) three-ring binder bound, tabbed copies of proposal and one electronic PDF copy must be received by the CITY no later than 3 p.m., March 3, 2016. Technical proposals must be sealed and marked "Technical Proposal for Operation of City of Vacaville's Fixed-route and Paratransit Services". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

Price Proposal

One (1) original unbound, ten (10) bound copies of the price proposal and one electronic PDF copy must also be received by the CITY no later than 3 p.m. March 3, 2016 in a separate sealed envelope labeled "Price Proposal for Operation of City of Vacaville's Fixed-route and Paratransit Services". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

Audited Financial Statements

One (1) original unbound, One (1) bound copy and one (1) PDF copy of PROPOSERS audited financial statements must also be received by the CITY no later than 3 p.m. March 3, 2016, in a separate sealed envelope labeled "Audited Financial Statements". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

3.3 Proposal Format and Content

Each proposal must be typewritten in a clear typeface with a 12 point font size. The bound copies of the proposal must be bound in a loose-leaf three-ring binder. The use of double-sided pages is encouraged.

All proposals must include the following:

- ❑ **Cover Letter.** The Cover Letter shall not exceed two (2) pages in length and must provide the following information:
 - a. Name, address, and telephone and fax number of PROPOSER and key contact person.
 - b. Description of type of business organization (e.g., corporation, partnership, including joint venture teams and subcontractors) submitting proposal.
 - c. Name of entity that would sign an Agreement if one is negotiated for this project.
 - d. A written statement warranting that the requirements of the project as described in this RFP, its appendixes and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
 - e. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 120 days after the submission deadline.
 - f. An officer or agent of the PROPOSER who is duly authorized to bind the company to the proposal must sign the cover letter.
- ❑ **Executive summary.** The Executive Summary shall not exceed two (2) pages in length and must highlight the major elements of PROPOSER'S qualifications and proposal. All information should be provided in a concise manner.
- ❑ **Client references.** PROPOSER shall submit a list of no less than three (3) PROPOSER's public transit agency client references for which the PROPOSER provides similar services as requested by the CITY. A similar service as requested by the CITY shall be a public transit agency client that operates a local (non-commuter) fixed route service with a bus fleet of 10 to 50 buses and a local (non-commuter) Paratransit service with a bus fleet of 3-20 Paratransit buses. Client references shall be current (where PROPOSER is currently providing transit services to the client) or recent (where within the past three calendar years PROPOSER has provided transit services to the client). The PROPOSER's provided public transit agency references shall be prioritized listing the geographically-closest client references to the City of Vacaville. For each client reference cited, furnish the name, title, address, email address, and telephone number of the person(s) at the client public transit agency who is most knowledgeable about the work performed.
- ❑ **Responses to all required elements requested in Section Four (4).** Again, the proposal responses shall be organized in identifiable tabbed sections as outlined in Section Four (4) of this RFP, so that all requested information can be readily found.
- ❑ **Completion and inclusion of all required forms (as listed in Appendix C).** All PROPOSERS shall complete, sign and include all required forms in their proposal.
- ❑ **All pages** of the proposal must be numbered for reference.

Any proposal that fails to include each of the elements described in this Section 3.3 is subject to being deemed non-responsive and eliminated from further consideration.

3.4 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held on January 20, 2016 at 9:00 a.m. at Vacaville City Hall, Public Works Department, 650 Merchant Street, Vacaville, California, 95688. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Questions of consequence will be recorded at the conference, and questions and answers will be posted to the City Coach website:

<http://www.citycoach.com/transit-rfp/>

Any changes, interpretations, or clarifications considered necessary by the CITY in response to PROPOSER questions will be posted online at the above website address as addenda. Only answers issued in writing and posted on the citycoach.com website by CITY will be binding on the CITY. Oral and other interpretations or clarifications including those provided at the pre-proposal conference will be without legal effect.

3.5 Written Questions

PROPOSERS must submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendixes to be received no later than 3:00 p.m. on February 3, 2016 to:

City of Vacaville
City Buyer
650 Merchant Street
Vacaville, CA 95688

Facsimile (707) 449-5164

Email address: keith.butler@cityofvacaville.com

The CITY will not respond to questions received after 3:00 p.m., February 3, 2016. The CITY will respond to PROPOSER'S questions in writing no later than 3:00 p.m., February 10, 2016. All communications between the CITY and the PROPOSERS will be documented and posted at the website addresses listed in Section 3.4.

3.6 Clarification/Interviews

PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee. The proposed General Manager and Safety/Training Manager must be available to answer questions at the interview and will be questioned individually.

All present PROPOSER'S personnel, with the exception of the proposed General Manager will be asked to wait outside the interview conference room while the Evaluation Committee conducts the interview of the proposed General Manager.

Upon completion of the proposed General Manager interview, the General Manager and all other present employees of PROPOSER will be asked to wait outside the interview conference room as the Evaluation Committee conducts the interview with the proposed Safety/Training Manager.

The City of Vacaville reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

The interviews will occur between March 14 and 17, 2016. The PROPOSER will be advised of the specific time and place.

3.7 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the CITY's sole discretion, grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded an Agreement as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by the CITY will be, at the CITY's sole discretion, grounds for default.

3.8 Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation Committee, qualified transit professional support staff to the Evaluation Committee, the City Buyer, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

**SECTION 4
PROPOSAL REQUIREMENTS**

4.1 Performance Requirement

The successful PROPOSER (hereafter “CONTRACTOR”) will be required, at all times during the terms of the Agreement, to perform all services diligently, carefully, with high quality customer service and in a professional manner; and to furnish all labor, supervision, as required under the Agreement. Any proposal submitted must be for the operation and maintenance (exterior and interior cleaning) of all revenue vehicles plus spares and all other labor, and insurance required to operate services under the Agreement. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent contractor, and not in the name of, or as an agent for the CITY.

4.2 Content of Technical Proposals

Each proposal must be typewritten in a clear typeface with a 12 point font size. The bound copies of the proposal must be bound in a loose-leaf three-ring binder. The use of double-sided pages is encouraged.

The Technical Proposal must be organized in a tabular format and divided by tabbed sections, in accordance with the outline below.

The following items must be included in the PROPOSER’S technical proposal for it to be considered complete and responsive.

□ Tab 1 - Documentation of Firm Background and Experience

Documentation of firm background and experience must be provided as it specifically relates to PROPOSER’s proposal to operate a public transit system similar to CITY’s. PROPOSER’s proposed management team, including the proposed General Manager and Safety/Training Manager, shall each have a minimum of five (5) years recent experience in providing fixed route and paratransit services with a minimum of 30 fixed route coaches with lengths of 30’ or longer. This experience must include a minimum of three separate and distinct public transit systems of a size and scope and in an operating environment similar to CITY’s.

Attach a brief narrative description of your firm’s background and experience in operating both fixed-route and paratransit services of a size and scope and in an environment similar to Vacaville City Coach Transit. Explain why your firm is best qualified to provide the services. The narrative should be limited to two (2) pages.

Attach a concise (two-page maximum) narrative describing the background and experience of each member of proposed management team with respect to the following positions: 1) Regional Manager, 2) General Manager, 3) Safety/Training Manager, and 4) Lead Dispatcher. In addition to the 2-page maximum narrative, attach a maximum 3-page resume for each person. PROPOSER shall include one organizational chart. The chart shall illustrate the names, reporting structure, brief job description, and number of years with PROPOSER’s firm for each member of the proposed project team.

□ Tab 2 - Proposed Customer Service Approach

In a three-page maximum narrative, PROPOSERS shall specify in their proposals their customer service approach and specific plan to ensure high quality customer service delivered to transit patrons by management staff, bus operators and dispatchers, and specific plans to ensure ongoing high quality customer service through staff training.

□ Tab 3 - Proposed Driver and Dispatcher Training Plan

In a 10-page maximum narrative, each PROPOSER shall outline a comprehensive Driver and Dispatcher Training Plan that meets State and Federal requirements and is suitable for fixed-route and paratransit services. All drivers shall possess a California Class B or higher license endorsed for operation of fixed-route and paratransit-type vehicles.

Submit a description of hiring and formal training programs for drivers and other employees. This description should satisfy fully the minimum requirements described in Scope of Work, Minimum Driver Requirements. Identify training personnel and their experience relevant to complying with the training provisions of the Scope of Work and performance of the Agreement.

❑ **Tab 4 - Proposed Safety, Security and Risk Management Plan**

In a 10-page maximum narrative, PROPOSER shall submit a description of the formal safety programs that will be implemented to encourage safety in the operations and maintenance areas. Include a description of any driver training provided for medical emergencies.

❑ **Tab 5 - Proposed Performance Monitoring and Quality Control Program**

In a five-page maximum narrative, PROPOSER shall submit a list of proposed performance monitoring measures including but not limited to: performance measures and programs, including operations (e.g. visual or statistical monitoring, on-time performance monitoring, ect.), maintenance (exterior and interior cleaning) and quality control. Include a description of the quality control program.

❑ **Tab 6 - Proposed Vehicle Maintenance (exterior and interior cleaning)**

In a one-page maximum narrative, PROPOSER shall explain how maintenance labor will be scheduled so as to not interfere with routine delivery of daily scheduled transit service. Explain road call and vehicle change-out procedures. PROPOSERS shall follow all maintenance procedures as detailed in Appendix A, Scope of Work, Section C., Maintenance and Maintenance Facilities of this RFP. PROPOSERS shall affirm acceptance of maintenance obligations by completing Appendix C, Required Forms, Form 23 Maintenance and Maintenance Facilities.

❑ **Tab 7 - Employee Work Rules and Benefits Package Summary**

In a two-page maximum narrative, each PROPOSER shall submit a copy of their employee work rules handbook which details personnel policies including but not limited to sexual harassment, discrimination, violence in the workplace, ADA, discipline, employee evaluations, training and development of employees. Additionally, each PROPOSER shall provide a two-page maximum summary of the benefit package provided to all proposed employees, including any and all eligibility requirements. This discussion should also include any incentive, motivational or awards program offered by the PROPOSER.

❑ **Tab 8 - Proposed Job Classifications and Staffing Wages and Salaries Matrix**

In a one-page maximum narrative, each PROPOSER shall include proposed job descriptions as well as completion and submittal of Appendix C, Form 5. PROPOSER shall follow the directions detailed on Appendix C, Form 5. As detailed in the directions on Form 5 “Wage/salary” should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the average hourly wage rate used to calculate driver wages for this contract.”

The Collective Bargaining Agreement between the current Contractor and Brotherhood of Teamsters and Chauffeurs, Local No. 315 can be downloaded at <http://www.citycoach.com/transit-rfp/>

Current Contractor staffing and wage rates are detailed below:

Full Time	August 1, 2016 Wage Rate
Driver 1	\$17.76
Driver 2	\$17.76
Driver 3	\$17.76
Driver 4	\$17.76
Driver 5	\$17.76
Driver 6	\$17.76
Driver 7	\$17.76
Driver 8	\$17.76
Driver 9	\$17.76
Driver 10	\$17.76
Driver 11	\$17.07

Part Time Drivers	August 1, 2016 Wage Rate
Driver 12	\$17.76
Driver 13	\$17.76
Driver 14	\$17.07
Driver 15	\$17.76
Driver 16	\$17.07
Driver 17	\$17.07
Driver 18	\$17.07
Driver 19	\$16.59
Driver 20	\$16.59
Driver 21	\$15.77
Driver 22	\$15.77
Driver 23	\$15.77
Driver 24	\$15.77
Driver 25	\$15.07
Driver 26	\$15.07
Driver 27	\$15.07
Driver 28	\$15.07
Driver 29	\$15.07
Driver 30	\$15.07
Driver 31	\$15.07
Driver 32	\$15.07

Dispatcher/Supervisor	August 1, 2016 Wage Rate
Dispatcher/Supervisor (1)	\$18.49
Dispatcher/Supervisor (2)	\$17.36

Staff	August 1, 2016 Wage Rate
General Manager (1)	Private
Operations Supervisor (1)	\$19.87

Utility Person	August 1, 2016 Wage Rate
Utility Person (1)	\$11.51

□ Tab 9 - Implementation Plan

In a five-page maximum narrative, PROPOSER shall include a detailed Implementation Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the service to be operated by the PROPOSER, including, if necessary, transition from the current operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program.

❑ **Tab 10 - Safety Record**

PROPOSER shall submit a detailed breakdown of its safety record for public transit agencies of similar size and operating environment to Vacaville City Coach Transit. PROPOSER must include the accident frequency rate (number of preventable accidents per 100,000 miles) for the past three years. When calculating the accident frequency rate, the PROPOSER will employ the following National Transit Database (“NTD”) definition of “accident”:

“NTD defines single event occurrences (e.g. collisions) as incidents for safety and security events that involves fatality, injury and or property damages greater than or equal to \$7,500.”

A “preventable accident” is any accident (utilizing the definition above) that is determined as “preventable” by a law enforcement agency.

❑ **Tab 11 - Agreement**

PROPOSER shall complete and sign the Agreement for Operation of Vacaville Transit’s Fixed Route and Paratransit Services, set forth in Appendix E herein.

Certifications, Forms and Declarations (Appendix C)

PROPOSER shall sign and complete the following forms found in Appendix C:

1. Lobbying Certification
2. Certification Regarding Debarment, Suspension, and other Responsibility Matters
3. Price Proposal
4. Line Item Operating Budget
5. Staffing Levels and Wages/Salaries
6. Addendum Receipt
7. Non-Collusion Affidavit for CONTRACTOR
8. Certification of Eligibility (Labor Standards)
9. Certification of Primary Participant Regarding Responsibility Matters
10. Certification DBE Program/Equal Employment Opportunity
11. Bidder’s Bond
12. Certification Regarding Alcohol Misuse and Prohibited Drug Use
13. Materials and Supplies
14. Customer Service
15. Bus Operators Union
16. Transit Vehicle Maintenance
17. Capital Equipment and Supplies
18. Federal Transit Administration Third Party Contracting Guidance Request for Proposals
19. Recommendation of Award
20. Protest Procedures
21. Vacaville CITY Coach Transit Funding
22. Retention of Existing Staff
23. Maintenance and Maintenance Facilities

4.3 Content of Price Proposal

The following items must be included in the PROPOSER's price proposal for it to be considered complete and responsive.

□ Price Proposal (Form 3, Appendix C)

PROPOSER shall provide price proposals (using Appendix C, Form 3, Price Proposal) based upon PROPOSER'S fixed annual cost for the five base years and single, three-year option; cost per revenue vehicle hour for the five base years and single three-year option; annual total agreement cost for the entire service for the five base years and single three-year option, total of eight years. Price proposals shall be submitted in a separate sealed envelope marked Price Proposal.

PROPOSER shall provide a cost that assumes both CITY and PROPOSER will have financial responsibility for insuring the CITY Coach Transit System as summarized in section 4.4 Insurance, below.

Line Item Operating Budget (Form 4, Appendix C)

The PROPOSER shall provide an operating budget (using Appendix C, Form 4, Line Item Operating Budget) identifying proposed operating costs. Items shall include personnel, executive, administrative and other costs.

The PROPOSER shall consider that the CITY will provide all vehicles, vehicle storage, fuel, maintenance, office supplies, office photo copier, office fax machine, computers for the General Manager and Safety/Training Manager, computer printers, radio dispatch equipment, telephone equipment, Internet connection, cleaning supplies for City Coach bus interior/exterior cleaning, driver shuttle cars and fuel cards for driver shuttle cars.

4.4 Insurance

CITY will maintain general liability and auto liability and auto physical damage insurance through CITY's membership in the California Transit Insurance Pool (CalTIP). PROPOSER will reimburse CITY for 50% of all CITY insurance premium costs. Annual CITY insurance premium costs over last five (5) years has averaged \$70,000.

PROPOSER will pay 100% of all deductible costs associated with claims filed against CITY's insurance policies. Deductible for liability insurance claims is \$25,000 per occurrence. Deductible for auto physical damage claims is \$5,000 per occurrence.

PROPOSER will maintain general liability, employment practices liability and California Workers Compensation insurance. Refer to Sections 23 and 24 of the Agreement (Appendix E) for detailed description of insurance policy limits, insurance policy conditions and other insurance related obligations that must be met by PROPOSER and its insurance program.

4.5 Audited Financial and Cash Flow Statement

All PROPOSERs shall submit audited financial statements and a United States audited cash flow statement for the three (3) most recent years of operation, in a separate sealed envelope marked Audited Financial Statements.

4.6 Bidder's Bond

At the time a proposal is submitted in response to this RFP, each PROPOSER shall submit a bidder's bond, certified check or cashier's check, or other negotiable instrument as assurance the PROPOSER will, if the proposal is accepted, execute such contractual documents as may be required within the specified time frame. The bidder's bond shall be in the amount of \$25,000. (See Appendix C, Form 11 – BIDDER'S Bond).

4.7 Performance Bond

The selected CONTRACTOR will be required to procure, at its expense, and keep in effect at all times during the term of the Agreement (including the Base term and any extension of the Base term), a surety bond equivalent to 10% of the annual Agreement amount, excluding capital cost, in favor of the CITY and executed by a corporate surety authorized to conduct business as a surety in the State of California. Each PROPOSER shall include in its proposal a letter from an admitted surety insurer stating PROPOSER'S ability to be bonded. See Appendix E – Agreement for the Provision of Fixed Route and Paratransit Services, for further details regarding the Performance Bond.

4.8 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with the CITY on all of the terms specified in this RFP (including Appendix A, Scope of Work, Appendix B, Federal Clauses and Other Requirements, Appendix C, Required Forms, and Appendix E, Agreement for the Provision of Fixed-route and Paratransit Services).

**SECTION 5
EVALUATION AND SELECTION**

5.1 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by the CITY. The Evaluation Committee will include employees and agents of CITY and may include other qualified transit professionals internal and/or external to CITY. The City Buyer will chair the Evaluation Committee, and will serve in a non-voting capacity. The Evaluation Committee will evaluate proposals, score proposals and submit scored proposals to the City Buyer. The City Buyer will enter scores into score summary worksheets which will be reviewed for accuracy and certified by the City Clerk.

The primary desire of the City of Vacaville for this procurement is to ensure an award will be made based on the highest quality of service that best matches the City of Vacaville’s requirements using the Federal Transit Administration’s (FTA) approved Third Party Contracting Guidance (FTA C 4220.1F) “Best Value” methodology. Per FTA’s Third Party Contracting Guidance, Best Practices Procurement Manual, “Best Value” is defined as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

An award, if made, will be to a responsible and responsive PROPOSER for the proposal which is found to be most advantageous for the CITY.

CITY reserves the right to inspect the PROPOSER’s facilities and/or other transit systems where the PROPOSER has supplied the same or similar services.

5.2 Mandatory Requirements Checklist

All submitted bid packages will be evaluated to determine whether the mandatory submission requirements set forth in Section 3.2 Proposal Submission, of this RFP, have been submitted.

A PASS/FAIL criteria will be used to evaluate the bidders submission of each required mandatory submission element. Any PROPOSER failing to submit one or more of these required submission elements is subject to being deemed non-responsive, and eliminated from further consideration. However, in situations where the Evaluation Committee believes the omission can be reasonably rectified to meet such failed criteria the Evaluation Committee may elect to contact the PROPOSER requesting submission of the omitted material.

5.3 Determination of Responsible Proposers

The PASS/FAIL criteria below will be used to determine the responsible PROPOSERS for the purposes of this RFP process and if PROPOSER passes these criteria, it will be deemed to be responsible. Any proposal failing one or more of these criteria, that the Evaluation Committee believes can be reasonably modified to meet such failed criteria will also be considered responsible if the necessary revisions are made.

- A. (PASS/FAIL) Sufficient Financial Strength:** PROPOSER’s financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The following must be received and will be considered in evaluating financial strength:
 - 1. Compliance with financial requirements: Ability to obtain required insurance with coverage values that meet minimum requirement evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the required amount.
 - 2. Audited Financial Statements for the past three (3) years that demonstrate sufficient financial strength and stability to perform the obligations of the Agreement.

5.4 Proposal Evaluation Criteria (Weighted by Percentage)

The following items constitute the evaluation criteria (and their respective weights), which the CITY will use in evaluating proposals submitted in response to this RFP. Any proposal that the Evaluation Committee finds not to have addressed the criteria, may be excluded from further consideration.

Evaluation Criteria	Weight Percentage
Experience and Interviews with Key Management Staff	40%
Technical	30%
Price	30%

- A. Experience and Interviews with Key Management Staff (40%):** The PROPOSERS will be evaluated on the corporate capabilities and experience as well as the experience and qualifications of key personnel proposed for the City of Vacaville’s transit services contract, including the General Manager and Safety/Training Manager. The City of Vacaville considers the qualifications and experience of key personnel as important evaluation factors. Interviews will allow the Evaluation Committee to determine the proposed key personnel members’ depth of knowledge in critical areas including but not limited to: customer service approach and responses to transit scenario based questions.

Bidders will be invited to demonstrate their qualifications, experience and project approach before the Evaluation Committee.

- B. Technical (30%):** The PROPOSERS will be evaluated on the availability of quality technical resources and personnel to assure performance of the Agreement services. The Evaluation Committee will review and evaluate all criteria detailed in Section 4, Proposal Requirements.

- C. Price (30%):** Price evaluation will be based on the total price to the CITY for the eight (8) year total contract length (five year (5) Base term as well as the Option single three-year (3 year) extension). The PROPOSER offering the lowest price will receive the maximum points available for Price. All other PROPOSERS will receive points based on the mathematical relationship between their proposed price and the lowest PROPOSERS price.

5.5 Evaluation Procedures

The Evaluation Committee will perform a detailed evaluation of all the proposal requirements as detailed in Section 3.3 Proposal Content and Section 4, Proposal Requirements. Therefore, PROPOSERS must closely read and strictly follow all instructions. Evaluations will be made in strict accordance with all of the proposal evaluation criteria specified in Section 5.4 Proposal Evaluation Criteria.

5.6 Confidentiality of Proposals

Access to public records is governed by the California Public Records Act (Government Code section 6250 et seq.) Except as otherwise required by law, CITY will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a PROPOSER believes should be exempted from disclosure shall be specially identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information; trade secrets; or confidential, commercial, and financial information must be clearly identified as such.

The PROPOSER shall submit Price Proposals in a separate sealed envelope labeled “Price Proposal for Operation of City of Vacaville’s Fixed-Route and Paratransit Services”.

5.7 Acceptance/Rejection of Proposals

CITY reserves the right to reject any or all proposals for sound business reasons. CITY reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other PROPOSERS. CITY may reject a proposal that includes unacceptable deviations as provided in Section 5.2 Determination of Responsible Proposers.

5.8 City Council Final Determination

The Vacaville City Council makes the final determination as to the award of this Federal Transit Administration funded transit services contract. After review and consideration of the results of the Evaluation Committee’s recommendation, the City Council has the discretion to:

- Award the transit services agreement to the Proposer recommended by the Evaluation Committee;
- Reject any and all proposals;
- Award to the Proposer, other than recommended by the Evaluation Committee. Per Federal Transit Administration (FTA) procurement requirements, through the selection of this course of action, the City Council is bound by the requirements of the Federal Transit Administration Procurement Circular 4220.1F and in effect becomes the “procurement evaluation committee” with various procurement responsibilities as detailed in Section 5.9 Award to Other than Evaluation Committee Recommended Vendor.

5.9 Award to Other than Evaluation Committee Recommended Vendor

The Vacaville City Coach public transit contract is funded through FTA grant funding. As such, the City must maintain compliance with FTA procurement requirements as detailed within FTA Procurement Circular 4220.1F.

Each member of the Council, Board or Transit Authority making an award (with Federal Transit Administration funds) to a Proposer other than that recommended by the Evaluation Committee, becomes the defacto “procurement evaluation committee” and will be required to submit a signed Declaration Concerning Conflict of Interest and Confidential Information to be retained within the procurement files.

In the event a City Council/Board or Transit Authority of an FTA funded public transit entity elects to award a federally funded contract to other than the vendor recommended through the predefined and executed selection panel/committee process, FTA Procurement Circular 4220.1F, Chapter III, 3, d. (1) (c), requires that “*governmental recipients must state its reasons for contractor selection or rejection*”.

To maintain compliance with FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), the City Council, Board or Transit Authority is required to submit a Selection Decision Memorandum setting forth the following:

- Rational behind the decision to reject the award of an FTA funded contract to the vendor as recommended by the Evaluation Committee;
- Rational behind the decision to award contract to a vendor other than the vendor recommended by the Evaluation Committee.

This written Selection Decision Memorandum must be based on the evaluation criteria as set forth in the RFP (Section 5.4 Proposal Evaluation Criteria); there cannot be an introduction of new selection criteria.

The City Council, Board or Transit Authority must follow the evaluation, scoring process and procedures as described in Section 5, Evaluation and Selection, of this RFP.

Evaluation criteria have been established and detailed in Section 5.4 Proposal Evaluation Criteria of this RFP.

Per FTA guidance, the award of contract cannot move forward until the written Selection Decision Memorandum is submitted to the procurement file.

As required by California State Public Records Act statues, the written Selection Decision Memorandum shall be included in the procurement documentation and made public record.

Failure to follow FTA procurement guidelines can result in the withholding of Federal transit funding associated with FTA funded projects.

5.10 Notification to Unsuccessful PROPOSERS

Unsuccessful PROPOSERS shall be notified of CITY's recommendation of award within five (5) working days of determination of recommendation.

**SECTION 6
PROTEST PROCEDURES**

6.1 Definitions

The following terms as may be used in this section are defined below:

- a. "Proposal" refers to an offer or proposal as used in the context of this Request for Proposals.
- b. "Day" refers to working day of the CITY, where City Hall is open to the public.
- c. "Date of Notification of Award" refers to the calendar date that the CITY places in the U.S. Mail an official letter informing each submitting PROPOSERS which bidding firm, corporation, partnership or individual was awarded the Agreement.
- d. "File" or "Submit" refers to date and time of receipt by CITY of protest materials.
- e. "Interested Party" means an actual or prospective PROPOSER whose direct economic interest would be affected by the award of Agreement or by failure to award Agreement.
- f. "Protester" refers to interested party filing a protest or appeal.
- g. "FTA" means Federal Transit Administration.

6.2 Protest Procedures

Protests Prior to Proposal Opening Protests regarding any aspect of the attached materials and CITY selection procedures must be submitted in writing (via mail, Fax or email) by 3:00 p.m., PDT, February 16, 2016 to:

City of Vacaville
City Buyer
650 Merchant Street
Vacaville, CA 95688
Fax (707) 449-5147
Email: keith.butler@cityofvacaville.com

The Director of Public Works or his designee will respond to these protests by February 29, 2016 by 3:00 p.m. PDT, with an addendum/response posted to the following website address:

<http://www.citycoach.com/transit-rfp/>

This action completes the pre-opening administrative protest remedy and is the final decision at the CITY level.

Protests After Proposal Opening/Announcement of Award. Protests regarding the CITY's proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail, Fax or email) by 3:00 p.m. PDT, April 20, 2016 to:

City of Vacaville
City Buyer
650 Merchant Street
Vacaville, CA 95688
Fax (707) 449-5147
Email: keith.butler@cityofvacaville.com

The Director of Public Works will respond to these protests by 3:00 p.m. PDT on April 29, 2016 with an addendum/response posted to the following website address:

<http://www.citycoach.com/transit-rfp/>

This action completes the opening/award announcement administrative protest remedy and is the final decision at the CITY level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the CITY level, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant.

Protesters shall file a protest with FTA not later than five (5) Federal working days after a final decision is rendered under CITY'S protest procedure. In instances where the protester alleges that CITY failed to make a final determination on the protest, the protester shall file a complaint with FTA no later than five (5) Federal working days after the 3:00 p.m. PDT April 29, 2016 deadline as noted above.

Protests should be filed with the Region IX FTA Office with a concurrent copy to City of Vacaville. The protest filed with FTA shall include the name and address of the protester; identify City of Vacaville project which the protest concerns; contain a statement of the grounds for the protest and any supporting documentation. (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)

FTA's review of any protest will be limited to:

- A. Violations of Federal Law or Regulations Violations of State or local law shall be under the jurisdiction of State or local authorities.
- B. Violation of CITY's Protest Procedures or CITY's Failure to Review a Complaint or Protest

Such protests should be sent to:

FTA Region IX
202 Mission Street, Suite 2210
San Francisco, CA 94105

A copy of such protests should also be sent to the City of Vacaville, City Buyer for the CITY:

City of Vacaville
City Buyer
650 Merchant Street
Vacaville, CA 95688

**APPENDIX A
SCOPE OF WORK**

NOTE: For the purposes of appendix a “scope of work”
the term “CONTRACTOR” represents the successful PROPOSER

A. General

1. Schedules/Response Times shall be as defined in this Section CONTRACTOR shall provide an annual total of approximately 36,700 fixed route, and 5,300 paratransit vehicle revenue hours. CONTRACTOR shall provide sufficient supervisory and dispatching personnel to adequately handle both services. CITY shall provide fuel for all CITY provided vehicles at the CITY Corporation Yard, 1001 Allison Drive, Vacaville. CONTRACTOR employees shall be responsible for fueling all vehicles at the designated locations within the CITY Corporation Yard.
2. Passenger Fares The fare schedule shall be as set forth in Exhibit A, City Coach Schedule/Map, to Appendix E of this RFP. CONTRACTOR shall collect all farebox receipts in sealed fareboxes and shall also collect any and all other revenues from fare instruments required by CITY to be sold by CONTRACTOR. The CONTRACTOR will remove all farebox receipts from every revenue vehicle on a nightly basis. At no time will farebox receipts be left in a vehicle over night. Once the farebox receipts have been collected for that service day, the receipts will be stored and locked in a safe supplied by the CITY. All farebox receipts will be placed in individual bags with the vehicle number and date identified on each bag. All farebox receipts will be counted while at least two CONTRACTOR employees are present. Farebox receipts deposits will be made on the next operating day following the collection of fares, excluding days that the CITY’s designated bank is closed in which case farebox receipts deposit shall be made on the following day the designated bank is open. The CONTRACTOR will count and record the amount of receipts by vehicle and route, and deposit the receipts into a designated CITY bank account, and forward the deposit record to CITY’s Finance Department. Farebox receipts for CITY Coach and for Special Service will be deposited separately.
3. DBE/EEO CONTRACTOR shall submit a signed affidavit certifying compliance with the Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements as specified in the Agreement.
4. On-Site Management CONTRACTOR shall at all times provide a qualified full time General Manager and Safety/Training Manager for this contract. The CONTRACTOR’s General Manager and Safety/Training Manager shall each possess a minimum of five (5) years of experience as a General Manager / Safety/Training Manager in a location similar in size and scope to that of this contract. Any General Manager or Safety/Training Manager assigned to this contract must remain in that position for a period of at least one year unless the CITY asks the CONTRACTOR to remove the General Manager or Safety/Training Manager. If for reasons other than a personal termination (voluntary resignation) or health related emergency, the General Manager or Safety/Training Manager leaves prior to this date, a penalty equal to the Manager’s annual salary may be immediately assessed by the CITY, and collected through a reduction in payment owed the CONTRACTOR in the next invoice cycle, or as otherwise agreed to in writing at the CITY’S discretion.
5. Training and Retraining CONTRACTOR shall provide ongoing training, retraining, and safety education for all vehicle operators, maintenance personnel and supervisory personnel which conform to the requirements of all regulatory authorities with jurisdiction over transit operation, including, but not limited to, Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies.
6. Drug and Alcohol Testing CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the Federal Transit Administration (FTA), including, but not limited to 49 C.F.R. 655.
7. Fare Instruments (tickets, passes and transfers) CONTRACTOR shall implement CITY directed fare instrument program, and will accept transfers and other fare instruments from other transit systems as directed by CITY.

8. Telephone Information and Reservations CITY shall be responsible for providing telephone equipment for receiving reservations, and providing information for fixed route and paratransit services. A minimum of three lines shall be provided, including a private line for administrative use. CONTRACTOR shall offer telephone information whenever a vehicle is in service. CONTRACTOR shall arrange dispatch work shifts that efficiently reflect the volume of telephone calls received.

Telephone charges associated with the two (2) lines for CITY transit information and ride reservations shall be the responsibility of the CITY. CITY shall be responsible for charges for the administrative line and Internet connection. Non-CITY business shall be the responsibility of CONTRACTOR and conducted on separate CONTRACTOR paid telephone lines.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle passenger information telephone calls and trip scheduling. This schedule shall identify work assignments, specify non telephone work assigned concurrently, and work shift times.

CITY shall provide a cellular phone for both the General Manager and the Safety/Training Manager for use in conducting CITY business as related to CITY'S transit services. CITY provided cellular phones shall only be used for CITY business related to CITY'S transit services.

9. Dispatching CONTRACTOR shall utilize the existing Microsoft Excel spreadsheet method to schedule vehicles and transport passengers using CITY vehicles. This method is capable of accommodating both fixed route, and advanced and same day reservations for paratransit services, and of integrating all demands for service into efficient vehicle tours that maximize productivity, and assure service quality to the levels prescribed in Agreement.

The CITY's Microsoft Excel spreadsheet scheduling system allows for the ability to collect and monitor the following information for all Special Service advanced and same day reservations including:

- a. Date and time of trip request.
- b. Passenger information that includes; name, address, phone number, ADA identification number and a contact name.
- c. Trip information that includes; destination, date, appointment time, return trip time and mobility device.
- d. Field information to identify the person that took passenger and trip information.
- e. Reservation confirmation that includes: date, time, and person for whom trip was confirmed, pickup and return times given to passenger, whom trip was confirmed with at passenger residence, and date and person that entered trip into driver manifest.
- f. CONTRACTOR will be responsible to track if trip was booked within the ADA two hour regulation window, if trip was denied or refused, if trip was requested for same day as call, if alternative time(s) were offered and reason for trip denial or refusal.

CONTRACTOR will create a daily driver manifest by using the CITY's existing Microsoft Excel daily driver manifest spreadsheet software. At no time will driver daily trip manifests be allowed to be kept by hand on paper that requires the dispatchers to erase or use whiteout to move or insert trips.

Information for all trips made will be kept during the term of this contract and the CONTRACTOR will have a method to keep records of advanced trips made for up to 14 days prior to the reservation.

The CITY requires the daily paratransit trip information, including but not limited to number of trips within plus/minus 15 minutes of the scheduled pickup time, number of trips early, number of trips late, be analyzed for 12 days per month as selected by the CITY. This analysis will be included in the Monthly Report. This information will identify productivity by bus and time of day, number of buses out during each service hour, number of one way trips during each service hour, average wait and travel time by service hour and bus, longest wait time and passenger ride time by bus, service hour and day and purpose of trip by passenger.

CONTRACTOR shall provide an adequate number of persons to staff the vehicle dispatch and passenger scheduling functions. A minimum of one (1) dispatcher must be on duty at all times that service is

operating. Dispatchers shall be responsible for maintaining communication (radio, cell phone or other methods) with all vehicles in service, and for maintaining the daily dispatch log to be proposed by CONTRACTOR and approved by CITY. Scheduling and dispatching personnel shall be trained in professional techniques in the areas of: radio protocol, telephone etiquette, handling of difficult customers and professional interactions with CITY employees and local businesses. CITY shall provide CONTRACTOR with an adequate communication system.

10. Control and Distribution of Fixed-route Transfers CONTRACTOR shall maintain strict control of all transfers. The number and type of transfers issued to drivers shall be documented and drivers shall return transfers at end of shift. All transfers not being used in revenue service or issued to drivers shall be kept in a secure place. The CITY will provide a safe. It is the responsibility of the CONTRACTOR to secure transfers and farebox receipts in the safe at all times.
11. Contact of CITY/CONTRACTOR Personnel CITY personnel shall have the right to make contact with CONTRACTOR personnel including but not limited to management staff, dispatcher staff, bus wash staff and bus operator staff, as needed when CONTRACTOR personnel are in revenue service, or operating or in the possession of CITY-provided equipment.

B. Equipment Including Vehicles

1. CITY Shall Provide Vehicles CITY shall provide CONTRACTOR with a fleet of suitable fixed-route and paratransit vehicles for the performance of Agreement. It shall be the CITY's responsibility to have the vehicles documented by the Department of Motor Vehicles prior to delivery to CONTRACTOR.

CONTRACTOR responsibilities include, but are not limited to, operating, checking fluids, and fueling the vehicles in accordance with Agreement and this Scope of Work.

CONTRACTOR is required to rotate the vehicles in service to result in a relatively even distribution of accumulated miles on the vehicles. Mechanical and technical maintenance of CITY's vehicles shall be the obligation of CITY. However, CONTRACTOR shall inform CITY of any repairs or maintenance that is necessary.

All CITY revenue buses are equipped with digital video recording equipment. The onboard mounted systems consist of interior and/or exterior mounted and focused cameras used to help mitigate insurance claims for liability and personal injury, resolve customer service issues, address crime and security problems, mitigate graffiti, investigate auto/pedestrian related accidents and review operations.

CONTRACTOR is the custodian of the digital video recording system.

CONTRACTOR shall fully respond to any request for digital video recording data from CITY or from the Vacaville Police Department. CONTRACTOR shall allow access by CITY to digital video recording system and recorded data immediately on request by CITY.

CONTRACTOR shall maintain the digital video recording systems according to OEM (Original Equipment Manufacturer) specifications and operate the equipment according to CITY policies. No vehicle shall be but into revenue service without a properly functioning digital video recording system.

2. Warranties CITY shall be responsible for maintaining all CITY provided equipment including warranties. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by CITY or normal wear and tear.
3. Loss of Useful Life CONTRACTOR shall be liable for the cost of replacing any equipment damaged beyond use as a result of CONTRACTORS negligence (e.g., tires which cannot be recapped due to damage from improper use).
4. Availability CITY shall store all equipment including vehicles at its Corporation Yard, 1001 Allison Drive, Vacaville, California. CITY shall make equipment available to CONTRACTOR, for inspection/training purposes, no later than July 5, 2016, so long as it does not interfere with current operational services.
5. Return of Equipment CONTRACTOR shall return all equipment to CITY at 1001 Allison Drive, Vacaville, California at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. CONTRACTOR

shall be liable for the cost of repairing or replacing any physical, cosmetic, or mechanical damage, and related expenses, caused by CONTRACTOR negligence and not caused by CITY.

6. Inventory CITY and CONTRACTOR agree to prepare a joint written inventory of all CITY-provided equipment and supplies. This inventory shall be conducted at the commencement and termination of Agreement. CONTRACTOR shall be responsible for returning the vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.
7. Alterations CONTRACTOR shall not have the right to install equipment or make any minor or major alterations to any CITY owned equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.
8. Use No CITY provided equipment shall be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, and may only be used for the transportation of passengers as provided in the Agreement or in services approved by CITY in writing, in advance. CONTRACTOR agrees to use equipment in a careful and proper manner and to comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles subject to the Agreement. CONTRACTOR shall not use equipment in any unlawful trade or for any unlawful purpose whatsoever, or in violation of the Agreement. The CONTRACTOR may not use CITY provided equipment to train persons who are not working on services under this Agreement.
9. Liens CITY shall not suffer, create or permit to be imposed upon the vehicles any lien or encumbrance which may interfere with CONTRACTOR'S intended use of the vehicles.

Neither CONTRACTOR nor any of its agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever, and shall return equipment to CITY free of any liens, claims or encumbrances resulting from its use of equipment. CONTRACTOR agrees to notify any third party furnishing services, supplies or other necessities to CONTRACTOR that neither CONTRACTOR nor any of its agents has the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.

10. Permits, Charges, Taxes CITY shall be responsible for securing and maintaining vehicle related licenses, permits and authorizations necessary for the intended vehicle operation.
11. Repossession In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY provided equipment, vehicles and other assets; and CONTRACTOR shall reimburse CITY all expenses, including attorney's fees, incurred by CITY in effecting such repossession.

In the event a suit or action is instituted by CITY, or those claiming by, through or under it, to recover possession of the any CITY equipment, vehicles, or other assets, to collect damage or to enforce any right possessed by CITY under the terms thereof, CONTRACTOR agrees and promises to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

12. Other Equipment CITY will supply all office furniture. The CITY will also supply a safe, coin counting machine, office supplies, office photo copier, office fax machine, computers for the General Manager and Safety/Training Manager, computer printers, cellular phones for the General Manager and Safety/Training Manager, radio dispatch equipment, telephone equipment, Internet connection, cleaning supplies for CITY Coach bus interior/exterior cleaning, two driver shuttle cars and fuel cards for driver shuttle cars.
13. CITY will be responsible to provide two shuttle vehicles for the expressed transportation of bus drivers to and from any shift changes while the CITY revenue vehicles are in service. The CONTRACTOR will not be allowed to use any CITY owned revenue vehicle for any other purpose than for the rendering of CITY'S public transit system operations. All expenses, insurance and registration related to the operation of the CITY'S two shuttle vehicles will be the responsibility of the CITY.

The two CITY supplied shuttle vehicles will be kept in a safe, clean operating condition at all times. The CITY will be responsible for all scheduled preventative maintenance and repairs related to the operation of the two shuttle vehicles.

Mechanical and technical maintenance of CITY's vehicles shall be the obligation of CITY. However, CONTRACTOR shall inform CITY of any repairs or maintenance that is necessary.

14. Physical damage to the exterior or interior such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by the CONTRACTOR to the CITY, by either email and/or phone immediately and no later than within 24 hours of the discovery of the physical damage.

C. Maintenance and Maintenance Facilities

1. General CITY shall be responsible for maintenance facilities and maintenance of all CITY-provided equipment not specifically assigned to CONTRACTOR by CITY to be maintained, with the exception of the interior and exterior cleanliness of all fixed-route and paratransit vehicles, including support vehicles. CONTRACTOR shall use due diligence maintaining the cleanliness of all equipment. CONTRACTOR is responsible for general cleanliness, and security of equipment when in CONTRACTOR'S possession. CONTRACTOR is financially responsible for correcting any damage, and paying for related expenses), caused by the negligent use and/or maintenance of equipment or vehicles by CONTRACTOR'S personnel. CITY shall be responsible for making repair or replacement.
2. Right of Inspection by CITY CITY shall have the right to inspect, at any time, all CITY-provided equipment. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety issues for correction.
3. Corrections CONTRACTOR will use due diligence to maintain CITY's vehicles in a clean, orderly, and safe manner and in accordance with CITY standards. CITY shall have the right to inspect at any and all times CITY-provided equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any equipment, including leased equipment, used by CONTRACTOR.
4. Safety Inspections CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must expeditiously correct any deficiencies noted on California Highway Patrol's report pertaining to the driver records category. CONTRACTOR must provide copy of California Highway Patrol's CHP-343 report to CITY within one business day of receipt of report by CONTRACTOR.
5. Interior & Exterior Cleaning and Maintenance CONTRACTOR shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. CONTRACTOR shall supply all materials and supplies for this purpose. CITY shall provide approved cleaning materials or supplies. All gum, litter, newspapers, graffiti or other foreign materials shall be removed in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by CONTRACTOR to CITY at the time of observance, and no later than within 24 hours of discovery of the physical damage.
6. Daily Servicing All vehicles that have been in revenue service shall have the following items performed on a nightly basis:
 - a. Floor Cleaning Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
 - b. Interior Vacuuming Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the driver's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the driver's area and all other horizontal surfaces inside the vehicle.
 - c. Trash Receptacle Empty the trash receptacle located near the front of each vehicle.
 - d. Accident Kit Check to ensure the accident kit is fully stocked and is properly attached in the driver's compartment. If the accident kit is missing, notify CITY immediately.
 - e. Dusting Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.
 - f. Vandalism/Graffiti Inspection Inspect the vehicle interior to assure that no seat damage or graffiti exists. CONTRACTOR should repair the damage and remove graffiti at the time of observance without further damaging the vehicle, otherwise CONTRACTOR shall contact CITY. No vehicle shall be put into revenue service with visible graffiti.

- g. Seat Insert Attachment Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to CITY at the time of observance.
 - h. Lights All lights including the high beams will be checked daily upon the morning startup.
 - i. Wheelchair Ramp/Lift The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from CITY's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to CITY and the vehicle repaired or another one assigned.
 - j. Vehicle Storage All vehicles shall be stored at the CITY's Corporation Yard (1001 Allison Drive, Vacaville) and/or other locations as determined by CITY, when not in service. CITY shall determine where and how CONTRACTOR shall store vehicles. All doors, windows and safety hatches of vehicle shall be closed and secured.
 - k. Battery Switch When storing vehicle the master battery switch shall be turned to the "OFF" position.
7. Weekly Servicing. CITY provides facility for vehicle cleaning adjacent to Transit Administration Building located at the rear of CITY's Corporation Yard. CONTRACTOR shall maintain a list of all vehicles. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or more often as directed by CITY. If a particular vehicle was not available for revenue servicing during any given week, CONTRACTOR shall so indicate on the list.

<u>Action</u>	<u>Frequency</u>
Wash Exterior of Vehicle	Twice Weekly or More Often as Needed
Mop Floors	Once Weekly or More Often as Needed
Wash Wheels	Twice Weekly or More Often as Needed
Clean Operator's Compartment	Once Weekly or More Often as Needed
Clean Inside Windows	Once Weekly or More Often as Needed
Clean Side Panels/Ceilings	Once Weekly or More Often as Needed
Clean Seat Frames/Backs	Once Weekly or More Often as Needed
Remove Graffiti	As Needed
Vehicle Detailing	Every six (6) months

- a. Mop Floors Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Use of excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- b. Wash Wheels Wheels shall be degreased and rinsed clean.
- c. Operators Compartment Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operator's controls. Upon completion, the dashboard shall be treated with anti-static spray.

CAUTION: Do not spray anti-static spray on steering wheel or operator's seat.
- d. Remove Graffiti Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall use CITY approved and provided graffiti removal materials supplies. No vehicle shall be allowed to begin its service day with graffiti visible.
- e. Windows Using the CITY approved cleaner for use only on windows, the interiors of all windows shall be sprayed, squeegeed clean and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.

8. Detailing Each vehicle shall receive a thorough interior and exterior detailing every six months. The detailing of these vehicles will be scheduled and completed by CONTRACTOR and a report verifying the detailing of every CITY provided vehicle will be delivered to the CITY by the 15th of November and the 15th of May of each year. CONTRACTOR shall provide CITY with a detailed report indicating which vehicles were detailed on a monthly basis. CONTRACTOR shall obtain the monthly preventative maintenance schedule used by CITY to develop detailing schedule. Each thorough detailing shall include the following:
 - a. Wash exterior of the vehicle.
 - b. Wash and polish wheels.
 - c. Sweep and vacuum interior thoroughly. Remove gum and other substances that may be stuck to the floor, sidewalls, ceiling or seats.
 - d. Remove any and all graffiti from interior and/or exterior of vehicle using CITY-approved graffiti remover.
 - e. Remove any and all foreign materials from the seats and other interior areas of the vehicle and clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner, aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Squeegee and dry all windows. Do not use a water hose in the interior of the vehicle.
 - f. Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace seats.
 - g. Clean interior of dome lights as necessary.
 - h. Apply protective coating to bumpers, dashboard, rubber fender walls and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.
9. Bodily Fluids All bodily fluids will be cleaned immediately. In the event a vehicle is in service at the time of discovery of any bodily fluids, that vehicle shall be replaced and removed from service and cleaned immediately.
10. Records CONTRACTOR shall submit proposed Daily Vehicle Reports, Checklists and Inspection Reports and any other applicable reports (together referred to as the "Reports") to the CITY for approval as to required content and format prior to the service start-up date. The CITY shall approve or return the proposed Reports within ten business days of receipt. If the CITY requires changes to any of the Reports, CONTRACTOR shall make such changes to the CITY'S satisfaction prior to the service start-up date.

D. Marketing and Public Relations Program

1. Marketing Organization During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with CITY and other parties as directed by CITY.
2. Marketing Identity CITY shall determine the identity and approve all marketing material. CONTRACTOR shall not distribute any materials that can be directly or indirectly associated with CITY or the fixed-route or paratransit services identified in Agreement, without the written approval of CITY.

The CITY shall solely manage the marketing and public outreach associated with the transit services provided by CITY.

All printed, audio, or visual materials dealing with fares, paratransit schedule(s)/pickup policies, promotional activities, public relations or other marketing communications materials distributed on board any vehicle must be approved by CITY, in writing, in advance. From time to time, CITY will supply CONTRACTOR with marketing materials for distribution on the vehicles. CONTRACTOR shall distribute such materials on the vehicles when asked to do so by CITY.

3. Marketing Events and Emergency Response Events As directed or requested by CITY, CONTRACTOR will be required to provide special event service and service for emergency response events. These services will vary during the term of the Agreement and may include using buses and personnel for marketing purposes and emergency responses and evacuations. For these events, the CONTRACTOR shall provide

increased levels of management, administration, planning and oversight during the preparations and provision of such specialized service. The CONTRACTOR shall invoice the CITY separately for special event and emergency response services at the established rate per service hour. The CONTRACTOR shall be reimbursed for the time from leaving the transit facility located at 1001, Allison Drive, Vacaville CA 95687 to the time of return to the transit facility for each bus used.

4. Media Referrals CONTRACTOR shall refer all media requests for information on the fixed-route or paratransit services identified in the Agreement to CITY Fleet and Transit Manager. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the Agreement, without the written permission of the CITY Fleet and Transit Manager.
5. Telephone Information During the term of the Agreement, CONTRACTOR shall provide live telephone information during regular business hours, Monday through Saturday. CONTRACTOR shall utilize existing telephone automated answering system (voicemail) for after service hours, holidays and Sundays, said system shall have the capability for callers to leave a message for trip reservations, information requests, reporting complaints, etc. The CONTRACTOR shall check the automated system for Special Service trips so that all ADA trips are booked within the specifications of the ADA laws and the CITY ADA Plan.

Telephone information shall be provided on the local Vacaville telephone number: (707) 449-6000 with additional roll-over telephone lines as may be needed to handle incoming call volume. Telephone information lines shall be answered "Good Morning (afternoon or evening), CITY Coach Transit Information, (first name of answerer) Speaking, How May I Help You?"

6. On-Board Notices CONTRACTOR shall post CITY provided and approved notices as directed by CITY.
7. Schedules, Brochures, Maps, Etc. CONTRACTOR shall also be responsible for distributing City Coach transit materials (such as flyers, surveys and maps) to passengers, agencies, outlets, and on the vehicles, mail or other means as directed by CITY.
8. Passenger Surveys CONTRACTOR shall, when requested by CITY, distribute surveys to passengers, and/or otherwise provide reasonable assistance in CITY's monitoring and marketing activities.
9. On-vehicle Advertising and Postings CONTRACTOR shall not post or otherwise distribute any materials on the vehicles unless specifically requested by CITY and CITY shall approve all materials prior to their distribution. Any revenue from posting or other distribution shall be CITY's.

The CITY may require the CONTRACTOR to allow vendors contracted by the CITY access to all buses assigned to this Agreement to install and remove advertising material and to accommodate the vendor's need to accomplish those tasks through working space and availability of vehicles to the extent it does not unreasonably interfere with the CONTRACTOR's own duties.

The CONTRACTOR shall regularly install and remove selected interior passenger notices and signage bus cards as the CITY's direction.

The CITY's bus advertising vendor is responsible for repairing any damage to a bus which the CITY deems resulted from the installation or removal of advertising material by the CITY's advertising vendor. The CONTRACTOR shall work with the CITY to identify bus damage due to the work performed by the CITY's advertising vendor.

E. Administration, Reports, Accounting, and Audits

1. Administration CONTRACTOR shall employ adequate executive, administrative, supervisory, operational, and bus cleaning personnel.
2. Reports. CONTRACTOR shall provide CITY the following reports, based upon the identified schedule and in a form and format prescribed or approved by CITY:
 - a. Daily Driver Log Summary Daily written summary of all fixed-route and paratransit activity by program or mode based upon daily passenger count logs. CONTRACTOR shall provide reports no later than three (3) business days following the date of service.

- b. Daily Status and Passenger Complaint Report Daily written status report which describes anything out of the ordinary for that particular operating day including any passenger complaints. CONTRACTOR shall file report daily at end of each operating day via email.
 - c. Monthly Summary Report CONTRACTOR shall provide written report no later than the fifth (5th) business day of the month following the end of the reporting period. The cover sheet for the report shall be on CONTRACTOR letterhead and be signed by the General Manager. The report shall be developed using the latest version (or other versions as determined by CITY) of the computerized spreadsheet software called "Excel" and shall be provided in print and electronic formats.
 - d. Inventory of Schedules/Transfers CONTRACTOR shall provide a written monthly inventory of all schedules, brochures, transfers, and other marketing materials by the third (3rd) business day of each month.
 - e. Fare Revenue CONTRACTOR shall document all fares received and deposited in bank of CITY's designation using CITY-approved process. CONTRACTOR shall deposit fares and provide written report by electronic facsimile (FAX) or e-mail no later than one business day following the date of service.
 - f. Other Reports CONTRACTOR shall provide other written reports (i.e., daily departure logs, unusual incident summaries, etc.) as required by CITY. CONTRACTOR shall provide these reports on a daily basis.
 - g. Dissemination of Data CONTRACTOR shall not disseminate ridership, farebox, or other data or information to any party without prior written approval from CITY or as required by law.
3. Accounting Practices During the term of the Agreement, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in Agreement consistent with Generally Accepted Accounting Principles, and in a CITY-approved format.
 4. Compliance with Regulatory Agency Requirements Services provided under the Agreement shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, if applicable.
 5. CONTRACTOR/CITY Meetings CITY shall meet with CONTRACTOR as needed.

F. Service Quality Standards

1. Service Performance Incentives and Penalties The CITY provides for financial incentives to the CONTRACTOR in the event that certain administrative and operational goals are met. Additionally, because damages are difficult to measure, the parties agree that the CITY may assess liquidated damages in the amounts set forth below, to compensate and make the CITY whole in the event that the CONTRACTOR fails to perform. Liquidated damages are determined contractually. The performance incentives and liquidated damages are set forth in the chart set forth in Section r, Performance Measure. In the event CITY assesses such liquidated damages, CITY shall notify CONTRACTOR of such assessment within thirty (30) days of the event giving rise to such assessment. Failure by CITY to provide such notice within such time period shall constitute a waiver of CITY'S rights to assess such amount for that particular incident only. However, it in no way waives CITY's right to assess liquidated damages for future events. CONTRACTOR shall remit any assessment within thirty (30) days of completion of service of such notice.

G. Performance Measure

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
On-Time Departures, Special Services	Timely Paratransit patron pickups are important to the CITY.	A bonus of \$150 shall be paid to the CONTRACTOR if 95% of scheduled pickups during a three consecutive month (QUARTERLY) PERIOD² are within a range of 15 minutes early to 15 minutes late of the time specified on the passenger manifest.	Liquidated damages of \$150 shall be paid by the CONTRACTOR if 90% or fewer of scheduled pickups during a three consecutive month (QUARTERLY) PERIOD are within a range of 15 minutes early to 15 minutes late of the time specified on the passenger manifest.	Each month CITY staff shall randomly select twelve (12) operating days for pick-up on-time performance analysis. The results of each three month (quarterly) period will be averaged to obtain the percentage of on-time pickups. On-time definition: pickup occurring within a range of 15 minutes early to 15 minutes late of the time specified on the passenger manifest.
Operating Ahead of Schedule (Hot) - Fixed Route	No bus shall depart any time point prior to its scheduled departure time.	None.	CONTRACTOR shall be assessed \$100 per incident when a bus is observed in revenue service departing a CITY Coach scheduled time point any time before its scheduled departure.	Random observations by CITY staff, bus security camera recordings, GPS electronic real-time arrival system.
Fixed Route, Announcement of Stops	Fixed Route Driver announcement of bus stops when vehicle's annunciator system is inoperative.	None.	For each occurrence in which the Contractor fails to announce stops in compliance with 49 CFR 37.167 during the malfunction of a vehicle's annunciator system or as requested by a passenger, the CITY will assess a liquidated damages in the amount of \$150.	Random observations by CITY staff, bus security camera recordings, GPS electronic real-time arrival system; passenger complaints.

² All references to "three consecutive month **(QUARTERLY) PERIOD** means the following quarterly periods based on the City's July – June fiscal year, as applicable: July – September, October – December, January – March, and April – June.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Missed Trips	CONTRACTOR shall, at a minimum, complete 100% of all scheduled trips on a monthly basis. In the event of an in-service breakdown, the absence of a bus operator, or other service- related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route for subsequently scheduled trips.	None.	Each missed trip (except those missed trips due to an in-service breakdown) shall be assessed \$100 per incident.	Missed trip statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report, random observations by CITY staff, CONTRACTOR Road Supervisor, bus security camera recordings.
Accident Avoidance. Total miles between preventable collision accidents for combined Fixed Route and Paratransit service.	Total combined Fixed-Route and Special Services vehicle miles between preventable accidents shall be equal to or greater than 100,000 miles per quarter.	A bonus of \$500 shall be paid to CONTRACTOR if the total vehicle miles (Fixed-Route and Special Services) between preventable accidents are greater than 100,000 miles per a three consecutive month (QUARTERLY) period.	None.	Accident statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report, accident reports from CITY's CalTIP Insurance agency. Determination of whether an accident was preventable shall be made solely by the CITY. A preventable accident is one which occurs because the CONTRACTOR employed driver fails to act in a reasonably expected manner by not utilizing Smith System Defensive Driving techniques.
Passenger Productivity, Special Services	Passenger trips per total vehicle hour (averaged over a three-month quarterly period) meets or exceeds 2.7 passengers per total vehicle hour.	A bonus of \$500 shall be granted to CONTRACTOR if the passenger trip per total vehicle hour averaged over a consecutive three month (QUARTERLY) period exceeds 2.7 passengers per total vehicle hour.	None.	Special Services passenger trips per total vehicle hour statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Vehicle Damage Reporting	CONTRACTOR shall report any vehicle damage to the CITY within 24 hours.	None.	\$100 for any occurrence of damage that is not reported to the CITY within 24 hours, per 24 hour period.	Observations by CITY staff, complaints received by riders, and/or reports by CITY's CalTIP Insurance agency.
Accident Reporting	CONTRACTOR shall report any vehicle accident or passenger/employee injuries within 24 hours of occurrence.	None.	\$100 for any occurrence of passenger or employee injury that is not reported to the CITY within 24 hours, per 24 hour period.	Observations by CITY staff, reports received from public safety agencies (e.g. police and fire departments), and/or reports by CITY's CalTIP Insurance agency.
Farebox Removal	CONTRACTOR shall remove all farebox receipts from revenue vehicles daily, count receipts, and deposit to CITY account daily.	None.	\$200 for any occurrence of farebox receipts not being deposited per Agreement, in addition to recovery of farebox revenue.	Observations by CITY staff and/or bank receipts.
CONTRACTOR Staffing Levels	CITY requires full staffing by CONTRACTOR.	None.	\$100 for any shift that is filled by personnel other than driving staff (e.g. dispatcher, trainer, project manager).	Observations by CITY staff.
Revenue Service Vehicles	CITY revenue vehicles are to be used for revenue service only.	None.	\$50 for any occurrence of CONTRACTOR using CITY revenue vehicles for driver shuttling or other non-revenue purpose.	Observations by CITY staff.
Work Stoppage	Failure to provide service levels as outlined in Section A, Scope of Work.	None.	Failure to provide service levels, as outlined in Section A, Scope of Work, will result in CITY assessing liquidated damages in the amount of \$10,000 for each day that service is at a reduced level.	Observations by CITY staff.

H. Indemnification and Waiver of Subrogation

.This subsection is intentionally omitted, see Appendix E – Transit Services Agreement

I. Insurance

This subsection is intentionally omitted. See Appendix E – Transit Services Agreement.

J. Level of Service; Changes to Level of Service

a. Basic Level of Service The “basic level of service” is the amount of service, approximately 36,700 vehicle revenue hours for the fixed route (CITY COACH) and 5,300 for the paratransit (SPECIAL SERVICES) service, annualized (July 1, 2014 through June 30, 2015).

b. Changes to Basic Level of Service CITY may increase, decrease, or otherwise change the service to be provided. Changes to service levels are provided as follows:

1) Emergency Adjustments Temporary emergency adjustments in service may be initiated either by CITY or CONTRACTOR only in the event of an emergency or circumstance which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a “substantial change” as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. CITY shall specify steps to be taken by CONTRACTOR to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR. In making temporary emergency adjustments, should CONTRACTOR incur added expenses beyond those compensated under the primary terms of Agreement, CITY and CONTRACTOR shall negotiate a fair and equitable adjustment in compensation for service.

2) Non-Substantial Changes in Service Level CITY may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice shall specify the change(s) requested and the effective date(s). CONTRACTOR shall be allowed thirty (30) days to implement non-substantial changes; however, CITY shall endeavor to provide CONTRACTOR with earlier notice whenever possible. CITY may also, from time-to-time, request very minor miscellaneous transit service (i.e. tour of CITY for new CITY employees, group of senior citizens wishing to go on a field trip, school field trips, etc.) and provide one (1) week notice, whenever possible.

3) Substantial Changes in Service Level Any proposed change in the service level shall be deemed “substantial” if such results in one or more of the following conditions:

- An increase of 20% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
- A decrease of 20% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
- The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 20% above, or 20% below the established Beginning Service Level.

Notice: CONTRACTOR shall be given no less than thirty (30) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.

c. Compensation The level of compensation (fixed and variable rates) proposed by the CONTRACTOR shall remain fixed and shall not be renegotiated during the base term of this Agreement subject only to the description of service level changes described herein. CONTRACTOR shall be compensated following any substantial change to the service level as set forth in this Section J.

- d. Changes in Subsidiary Duties CITY may request changes in CONTRACTOR's reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in changes to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify CITY within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR's total costs to perform Agreement caused by the change in question.

K. Employee Qualifications and Training Program

1. Employee Qualifications The following minimum qualifications will be required of those persons employed in the fixed-route and paratransit services:
 - a. Driver Instructors:
 - 1) Valid Class "B" or School Bus Drivers License
 - 2) Valid Medical Certificate and passage of pre-employment drug test.
 - 3) One year recent experience in public transit or school bus driving or one year recent experience as public transit or school bus training instructor; Valid instructor training certificate consistent with "Train the-trainer" or other formal training program recognized by the State of California as having met State requirements.
 - 4) Vehicle Drivers:
 - a) Valid California Class "B" or school bus driving license.
 - b) Safe driving record
 - c) Valid Medical Certificate and passage of pre-employment drug test.
 - d) Minimum of three (3) years of recent experience safely driving a motor vehicle with a valid license.
 - e) Completion of CONTRACTOR driver training program.
 - 5) Dispatchers:
 - a) One year recent experience as a fixed-route or paratransit driver.
 - b) Completion of the driver-training program. (Compliance with Sub-Section 4e above.)
 - c) Completion of CONTRACTOR's Customer Service Skills course.
 - b. Driver Training CONTRACTOR shall provide training for all personnel employed to provide services pursuant to this AGREEMENT. It is the sole responsibility of CONTRACTOR to ensure that all drivers are fully knowledgeable of their duties and responsibilities and can operate a fixed-route or paratransit vehicle in a safe manner. It is also the CONTRACTOR's responsibility to provide additional training if the training requirements specified by the CITY are insufficient. At a minimum, training shall comply with the following requirements:
 - 1) Class "C" drivers, first-time Class "B" drivers and "B"/school bus drivers who have not had prior public transit/school bus training and at least nine (9) months actual transit/school bus driving experience over the previous two (2) years;
 - a) Acquisition of a valid Class "B" (or school bus driver's) license and Medical Certificate.
 - b) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, driver notices, vehicle components, bike rack use, radio procedures, vehicle inspection, pick-up lists and schedules, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and empathy.

- c) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, handicapped passenger handling, operation of lift with/without power, loading/tying down procedures and emergency procedures.
 - d) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service.
 - e) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
 - f) Completion of driver training at least two (2) days before being allowed to drive in service unsupervised.
- 2) Class "B"/school bus drivers (with a medical certificate) who have had at least nine (9) month's public transit or school bus driving experience over the previous two years, as well as proof of training and good references.
- a) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, driver notices, vehicle components, bike rack use, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and passenger empathy.
 - b) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, disabled passenger handling, operation of lift with/without power, loading/tying down procedures, and emergency procedures.
 - c) Minimum eight (8) hours individual behind-the-wheel instruction from qualified driving instructor while out of service.
 - d) Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
 - e) Completion of driving all routes at least twice before being allowed to drive unsupervised.
- c. Additional training required for all drivers regardless of experience:
- 1) Written Route Knowledge Test No driver shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of his or her assigned route.
 - 2) Written Fare Structure Test No driver shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of the system fare structure and fare instruments.
 - 3) Vehicle-type Training No driver shall be allowed to operate equipment until he has been trained and signed off by qualified instructor as to his or her successful attainment of the skills necessary to properly operate the vehicle type to which he or she has been assigned.
 - 4) Minimum two (2) hours safety/ongoing training every two months for every driver employed. CONTRACTOR to present proposed meeting agenda for CITY's approval prior to each session.
 - 5) Driver Evaluations Each driver employed shall be evaluated by a qualified instructor at least once every six (6) months, including in-service evaluation and license and medical certificate checks.
 - 6) Accidents Whenever a driver is involved in a preventable accident and whenever a driver is involved in two (2) or more non-preventable accidents in any twelve (12) month period, CONTRACTOR qualified instructor shall ride with that driver and perform an evaluation and retraining, if necessary.
 - 7) Driver Safety Award CONTRACTOR shall institute a driver safety award program (to be approved by CITY) to be conducted at least once every six (6) months, including the provision of safe driving badges and the preparation of press releases.

- 8) CONTRACTOR shall comply with State of California training requirements, including Verification of Transit Training and other required certifications.
- d. Driver Uniforms Dress Code, Appearance & Courtesy CONTRACTOR shall provide and maintain clean, identical uniforms, to be approved by CITY for all drivers and shall enforce an appearance code, also subject to approval by CITY.
 - 1) At a minimum, uniform requirements shall include the following for all drivers:
 - a) Clean, identical, solid color permanent press, button-down shirts.
 - b) Clean, identical, solid color jackets for all drivers for use during cold or rainy weather.
 - c) Clean, identical, professionally made, clip-on company/employee identification tags. Employee identification tags shall be located on drivers right shoulder for easy identification by passengers.
 - 2) CONTRACTOR shall also strictly enforce the following dress and appearance requirements:
 - a) Males: Clean, dark, solid color, full-length pants or trousers; clean, dark, matching socks; and clean, dark, solid-color shoes for all male drivers. Male drivers may not wear shorts or skirts.
 - b) Females: Clean, dark, solid color, full-length pants/trousers, and clean, dark, solid-color shoes for all female drivers. Female drivers may not wear shorts or skirts.
 - c) All drivers operating in revenue service shall comply with uniform and dress requirements and shall be clean and well groomed.
 - d) CONTRACTOR shall supervise all drivers to ensure that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately.
- e. Employee Work Rules CONTRACTOR shall enforce the following employee rules, subject to modification by CITY:
 - 1) Uniforms:
 - a) Must be complete and worn at all times when on duty.
 - b) Shall be clean and presentable at all times.
 - c) Uniform designs, colors and ID tags subject to CITY approval.
 - 2) Gratuities/Fares:
 - a) Gratuities shall not be accepted.
 - b) All cash shall go into farebox without being handled by the driver. Driver shall collect fares consistent with the most recent fare structure adopted by CITY.
 - 3) Knowledge of Services/Fare Structure:
 - a) Drivers shall have a thorough knowledge of the service and fare structure prior to driving for that service unsupervised.
 - b) Drivers shall also have a basic knowledge of transfer locations with connecting systems and knowledge of connecting systems.

L. General Rules

2. No employee will be permitted to smoke within twenty (20) feet of a bus or bus stop; eat, drink or employ any device that plays music or amplifies sound aboard buses at any time, nor use cellular telephones, pagers, or other communication devices while operating a CITY revenue or non-revenue vehicle.
3. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
4. While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.

5. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
6. All employees are responsible for reporting immediately any defects a vehicle may have. Drivers shall conduct a "walk around" pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a "daily vehicle inspection" sheet. Drivers shall have CONTRACTOR supervisor personnel resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.
7. Employees may use vehicles only in accordance with their assigned duties.
8. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
9. No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.
10. No item longer than five (5) feet shall be allowed on the vehicle.
11. No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by the CITY.
12. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, CITY supervisory personnel, or other person(s) involved in the accident as required by law.
13. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the driver, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.
14. No vehicle shall stop at an unsafe location. Whenever practical, paratransit stops shall be made at a curb.
15. Backing of a vehicle is prohibited unless specifically authorized by dispatch. Drivers must request the option to back a vehicle from dispatch prior to beginning the backing movement.
16. No vehicle shall be operated when its condition is unsafe or uncertain.
17. No driver shall operate the wheelchair lift:
 - a. Until he has received the mandated training; and
 - b. If there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the Original Equipment Manufacturer (OEM).
18. Drivers shall utilize the farebox system properly, recording ridership data in the format required by CITY.
19. Drivers shall not be allowed to leave their vehicle unattended when passengers are on-board, except when needing to use a restroom, and the transmission is placed in park, the parking brake is set and the engine is turned off. Doors on unattended vehicles shall be kept closed and locked at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended.
20. Paratransit drivers shall provide "hands-on" assistance to disabled riders for boarding and unloading purposes if requested by passenger or passenger aide.
21. No vehicle shall be fueled while passengers are on-board.
22. Drivers shall not be allowed to keep cellular phones, pagers or other electronic paging or communication devices on their person, or in the vehicle while in revenue service, and contact from third parties shall be allowed only through dispatch and no direct contact by drivers shall be permitted.

**APPENDIX B
FEDERAL CLAUSES AND OTHER REQUIREMENTS**

A. Energy Conservation

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. §§ 6321 *et seq.*

B. Access to Records

Upon request, CONTRACTOR agrees to permit, and require its SUBCONTRACTORS to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its SUBCONTRACTORS pertaining to the Agreement.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this agreement for a period of not less than three years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case CONTRACTOR agrees to maintain same until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

C. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)) (the Master Agreement), between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR failure to so comply shall constitute a material breach of this contract.

D. No Obligation by the Federal Government.

1. The City of Vacaville and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 City of Vacaville, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

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

1. 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 Contract. Upon execution of the 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.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

F. Civil Rights

The following requirements apply to the contract:

1. Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity The following equal employment opportunity requirements apply to the contract:
 - a. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the performance of the Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - b. Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

G. Reporting and Record Retention Requirements

1. Types of Reports The CONTRACTOR agrees to submit to FTA the reports required by U.S. DOT administrative regulations for grants and cooperative agreements and any other reports the Federal Government may require.
2. Format Requirements for Reports The CONTRACTOR agrees that all reports and other documents or information intended for public availability developed in the course of the Contract and required to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy formats as FTA may require. Electronic submissions must comply with the electronic accessibility requirements of Subsections 12.g (9) and 15.s of the Master Agreement. FTA reserves the right to require records to be submitted in other formats.
3. Record Retention The CONTRACTOR agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Contract as the Federal Government may require during the course of the contract term and for three years thereafter or longer as set forth in Section B, above.

H. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

1. The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

I. Incorporation of FTA 4220.1F Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 including rev. 1 dated April 14, 2009, rev. 2 dated July 1, 2010, rev. 3 dated February 15, 2011, and rev. 4 dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any City of Vacaville request, which would cause the City of Vacaville to be in violation of the FTA terms and conditions.

J. Application of Federal, State, and Local Laws and Regulations

1. Federal Laws and Regulations Federal law or laws authorizing Contract approval control Contract implementation. The CONTRACTOR acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the CONTRACTOR executes the Master Agreement or other awarding agreement, and might apply to such agreement. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, the CONTRACTOR agrees to include notice in each agreement with each SUBCONTRACTOR and each third party CONTRACTOR participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.
2. State, Territorial, and Local Law Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require the CONTRACTOR to violate State, territorial, or local law, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

K. Covenant Against Contingent Fees

Bonus or Commission CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

L. Prohibition on Gratuities

Code of Ethics The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the CONTRACTOR officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential CONTRACTOR or SUBCONTRACTOR. The CONTRACTOR may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the CONTRACTOR officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR officers, employees, board members, or their agents, or by the CONTRACTOR, any SUBCONTRACTORS, or their agents.

1. Personal Conflicts of Interest The CONTRACTOR's code or standards of conduct shall prohibit CONTRACTOR employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved.

2. Organizational Conflicts of Interest The CONTRACTOR's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party CONTRACTOR or SUBCONTRACTOR or impair its objectivity in performing the contract work.

M. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR under the Contract, with the following employee protection requirements for contract employees:

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; Assessments. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for assessments. Such assessments 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 Assessments The CONTRACTOR 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 assessments 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 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 this section.
5. Payrolls and Basic Records Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Contract work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

N. Environmental Requirements

The CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the CONTRACTOR agrees to comply, and assures the compliance of each SUBCONTRACTOR and each third party CONTRACTOR, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the CONTRACTOR. The CONTRACTOR agrees that those laws and regulations do not constitute the CONTRACTOR's entire obligation to meet all Federal environmental and resource conservation requirements.

1. Air Quality The CONTRACTOR agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:
 - a. The CONTRACTOR agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation or control measure incorporated in the Project. The CONTRACTOR further agrees that any project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the project described in the State Implementation Plan.
 - b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the CONTRACTOR agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Contract: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Highway Vehicles and Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy and Carbon-Related Exhaust Emissions of Motor Vehicles," 40 C.F.R. Part 600.
 - c. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606.
2. Clean Water The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* In addition:
 - a. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f *et seq.*
 - b. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

O. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

P. Lobbying Restrictions

The CONTRACTOR agrees to:

1. Refrain from using Federal assistance funds to support lobbying.
2. Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

Q. Debarment and Suspension

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," within 2 C.F.R. Part 1200.

R. Transit Employee Protective Arrangements

If the Master Agreement or other awarding agreement indicates that transit employee protective arrangements required by U.S. DOL (Dept of Labor) apply to transit operations performed in connection with the Contract, the CONTRACTOR agrees to comply with the applicable requirements as follows:

1. Standard Transit Employee Protective Arrangements To the extent that the Contract involves transit operations, the CONTRACTOR agrees to implement the Contract in compliance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Contract and that meet the requirements of 49 U.S.C. § 5333(b), and of the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which certification appears in the Master Agreement or other awarding agreement, and the CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract. The requirements of this subsection do not apply to projects for elderly persons or persons with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or to projects for non-urbanized areas that are authorized by 49 U.S.C. § 5311; separate requirements for those projects are contained in Subsections 24.d(2) and 24.d(3), respectively, of the Master Agreement .
2. Transit Employee Protective Arrangements for Projects for Elderly and Persons with Disabilities Authorized by 49 U.S.C. § 5310(a)(2) To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a public body sub-recipient under the Contract, the CONTRACTOR agrees to carry out the Contract in compliance with the terms and conditions determined by the U.S. Secretary of Labor as necessary to meet the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which appears in the applicable grant agreement. The CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract.
3. Transit Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311 The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.
4. The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

S. Substance Abuse

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations.

1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 2 C.F.R, as modified by 41 U.S.C. §§ 702 *et seq.*
2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR 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 of California, or the City of Vacaville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before January 1, to submit quarterly Management Information System (MIS) reports no later than the 15th of the month following the close of each quarter and to submit annual MIS reports before February 15 to the CITY'S representative. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

T. Charter Bus Requirements

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

U. School Bus Requirements

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, CONTRACTORS and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

V. Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**APPENDIX C
REQUIRED FORMS**

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**FORM 1
LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

Signature of CONTRACTOR'S Authorized Official

Date

Name and Title of CONTRACTOR'S Authorized Official

FORM 2
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Vacaville may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Vacaville if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 3 CFR. You may contact City of Vacaville for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Vacaville.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Vacaville may pursue available remedies including suspension and/or debarment.
10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.180.995] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Form 2

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Continued**

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

**FORM 3
PRICE PROPOSAL FORM**

(See Excel Forms)

FORM 4
LINE ITEM OPERATING BUDGET FORM

(See Excel Forms)

FORM 5
STAFFING WAGES AND SALARIES FORM

(See Excel Forms)

**FORM 6
ADDENDUM RECEIPT**

_____ (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____
Addendum # _____ Signature _____

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

FORM 7
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA
COUNTY OF SOLANO

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (SUBCONTRACTOR).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Vacaville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its affiliates, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against CITY or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

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

Dated this _____ day of _____, 2016 at _____, California.

Signed: _____

Title: _____

FORM 8
CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant _____(Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a 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 contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

_____ Title_____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

_____ Date_____

FORM 10

**CERTIFICATION DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM/EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title 49, Code of Federal Regulations, Part 23, California Public Contracts Code Section 10115 *et seq.*, and other applicable Disadvantaged Business Enterprise (“DBE”) and Equal Employment Opportunity (“EEO”) rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR’S overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR’S work force breakdown by race and gender:

TOTAL EMPLOYEES as of _____

JOB CATEGORY	EMPLOYEES									
	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers										
Professional										
Technical										
Sales										
Office/Clerical										
Craftsmen										
Laborers										
Service										

Note: The above DBE/EEO Affidavit is part of CONTRACTOR’S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE _____

DATE _____

TITLE _____ COMPANY NAME _____

**FORM 11
BIDDER'S BOND FORM**

KNOW ALL MEN/WOMEN BY THESE PRESENTS, THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Vacaville, hereinafter called CITY, in the penal sum of \$25,000, submitted by said Principal to CITY, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned proposal to CITY, for operation of Vacaville Transit's fixed-route and paratransit services, for which proposals are to be opened at Vacaville, California, on the 3rd day of March 2016.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the proposal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and EFFECT.

In the event suit is brought upon this bond by the CITY (Obligee) and judgment is recovered, the Surety shall pay all costs incurred by the city (Obligee) in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ___ day of _____, 2016.

Principal

Surety

Address

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. CITY shall retain bid bonds until CITY Council has accepted proposal and awarded Agreement to successful PROPOSER. Following award CITY shall return bid bonds within ten (10) working days.

CERTIFICATION REGARDING ALCOHOL MISUSE AND PROHIBITED DRUG USE

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655, Subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser (CITY) and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

FORM 13
MATERIALS AND SUPPLIES

All office supplies and related materials utilized in conducting the regular business operation of Vacaville CITY Coach shall be provided by the City of Vacaville. Office supply requests shall be made through the Fleet and Transit Manager.

Office supplies include but are not limited to:

- Copy paper
- Writing paper and note pads
- Writing utensils (pencils, pens etc.)
- Staplers, staples, paperclips, etc.
- Driver Vehicle Inspection (DVI) forms
- Restroom supplies

I hereby certify by my signature below that I have read and understand this declaration regarding Materials and Supplies.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Materials and Supplies during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations of the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

**FORM 14
CUSTOMER SERVICE**

Customer Service is a high priority to the City of Vacaville and CITY Coach Transit operations. Customer service is a priority element in the growth of Vacaville CITY Coach Transit.

Vacaville CITY Coach prides itself on providing drivers, dispatchers and management staff that integrate high quality customer service into daily operations, for the benefit of our transit patrons. It is understood that quality customer service leads to repeat patronage and is key to increasing CITY Coach ridership.

Drivers not only operate CITY Coach transit vehicles, but also provide the essential contact/interaction with passengers. CITY Coach bus operators are the CITY's transit ambassadors to the public.

Dispatchers, more often than not, are the first CITY Coach staff members to make contact with a passenger requiring transit information. Providing high quality telephone based customer service to individuals inquiring about CITY Coach is critical to ensuring the patrons' transit trip is a success.

CITY Coach Management Staff (Contracted General Manager and Safety/Training Manager) are integral in ensuring customer service is practiced and adhered to by drivers and dispatches on a daily basis.

I hereby certify by my signature below that I have read and understand this declaration regarding Customer Service.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Customer Service during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 15

BUS OPERATORS UNION AND COLLECTIVE BARGAINING AGREEMENT

CITY Coach Transit bus operators belong to Union Local 315 (“Bus Operator’s Union”).

A Collective Bargaining Agreement (CBA) exists between the CITY’s current contractor First Transit and the Brotherhood of Teamsters and Chauffeurs (term August 1, 2014 – July 31, 2017).

The CITY considers Article V – No Strike-No Lockout, of the above CBA to be particularly important.

Article V – No Strike-No Lockout

During the term of this Agreement, or any extension thereof, (a) neither the Union nor its members, will directly or indirectly, cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer; and (b) there will be no lockouts by the Employer.

Because the CITY considers Article V of the CBA to be important for the provision of full service levels as outlined in Section A, Scope of Work, the CITY has included Work Stoppage as a Performance Measure within Appendix A, Scope of Work.

In the event of a work stoppage, a failure of the selected PROPOSER to provide service levels as outlined in Section A, Scope of Work will result in CITY assessing liquidated damages in the amount of \$10,000 for each day that service is at a reduced level.

I hereby certify by my signature below that I have read and understand this declaration regarding Bus Operators Union and Collective Bargaining Agreement.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Bus Operators Union and Collective Bargaining Agreement during the following Request For Proposals activities:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

BUS OPERATORS UNION AND COLLECTIVE BARGAINING AGREEMENT - Continued

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 16
TRANSIT VEHICLE MAINTENANCE

The City of Vacaville, Public Works Maintenance Division provides the mechanical maintenance of all transit revenue vehicles. No transit vehicle mechanical maintenance work is performed by the transit services CONTRACTOR.

I hereby certify by my signature below that I have read and understand this declaration regarding Transit Vehicle Maintenance.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Transit Vehicle Maintenance during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 17
CAPITAL EQUIPMENT AND SUPPLIES

CITY shall provide the CONTRACTOR the following equipment to be used for CITY COACH related business only:

- Two (2) personal computers. One for the General Manager and one for the Training/Safety Manager.
- Two (2) personal printers. One for the General Manager and one for the Training/Safety Manager.
- Personal computer to be used by dispatch personnel.
- One personal printer for dispatch personal computer.
- Personal computer to be used to review on-bus security camera video.
- Personal computer to be used in the Vault Count Room to compile daily ridership and fare collection data.
- Motorola dispatch radio system.
- Network enabled copier/fax/printer machine and service for machine.
- Network system including wiring, hubs, switches, Internet modem, battery back for Internet modem.
- Cash and coin count machine.
- Safe.
- All office materials such as paper, pens, pencils, notepads, paper clips, staples and other such office supplies.
- Bus wash system and related cleaning supplies.

I hereby certify by my signature below that I have read and understand this declaration regarding Capital Equipment, Assets and Supplies.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Capital Equipment, Assets and Supplies during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 18
FEDERAL TRANSIT ADMINISTRATION
THIRD PARTY CONTRACTING GUIDANCE
REQUEST FOR PROPOSALS

The City of Vacaville receives operating and capital funding through the Federal Transit Administration (FTA). As the City of Vacaville receives FTA funding, the City of Vacaville will utilize the Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1F, as the basis for the City of Vacaville's transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- The City of Vacaville will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1F, Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1F, Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that ". . . *the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:*" , that the City of Vacaville is not bound to award the City of Vacaville's transit service contract to the lowest cost bidder;
- Per FTA Circular C 4220.1F, Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that "*the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient*", that the City of Vacaville is not bound to award the City of Vacaville's transit service contract to the lowest bidder.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Federal Transit Administration Third Party Contracting Guidance, Request for Proposals during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 18
FEDERAL TRANSIT ADMINISTRATION
THIRD PARTY CONTRACTING REQUIREMENTS
REQUEST FOR PROPOSALS - Continued

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 19
RECOMMENDATION OF AWARD

Upon completion of proposal analysis as outlined within Section 5, Evaluation and Selection of the CITY's Transit Operation Request for Proposals, City of Vacaville staff will notify in writing all vendors that submitted a qualified proposal of CITY's recommendation of award to City Council.

The recommendation of award shall be clearly noted on the award notification letter as CITY staff's recommendation.

The CITY staff recommendation of award will be presented to the City Council of the City of Vacaville. As detailed within the CITY's Transit Operation Request for Proposals, Section 5.8 City Council Final Determination "The Vacaville City Council makes the final determination as to the award of this Federal Transit Administration funded transit services contract".

I hereby certify by my signature below that I have read and understand this declaration regarding Recommendation of Award.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Recommendation of Award during the following Request For Proposals Activity:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER’S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

**FORM 20
PROTEST PROCEDURES**

Section 6 of the City of Vacaville's 2016 Transit Services Request for Proposals outlines the protest procedures in the event a proposer wishes to submit a protest.

The bid protest procedure exists to investigate and resolve proposers' questions regarding the Request for Proposal process.

Proposers who wish to protest shall follow the prescribed protest procedures as outlined within Section 6 of this Request for Proposals document.

I hereby certify by my signature below that I have read and understand this declaration regarding Protest Procedures and that a protest shall be conducted through the procedures as outlined within the Request for Proposals document.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Protest Procedures during the following Request For Proposals Activities:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Propsoer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 21
VACAVILLE CITY COACH TRANSIT FUNDING

The City of Vacaville's transit system, Vacaville CITY Coach, is funded through two primary sources 1) State Transportation Development Act (TDA) and 2) Federal Transit Administration.

The City of Vacaville contributes zero (0) General Funds to the operation of Vacaville CITY Coach.

I hereby certify by my signature below that I have read and understand this declaration regarding Vacaville CITY Coach Transit Funding.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Vacaville CITY Coach Transit Funding during the following Request For Proposals Activities:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 22
RETENTION OF EXISTING STAFF

The City of Vacaville considers the retention of existing contracted City Coach transit staff as a high priority. Continuity of staff is desirable to ensure the retention of knowledge as to City Coach transit operations and to avoid any lapse in the quality and level of service provided by City Coach transit.

PROPOSERS declare here to agree to retain the qualified employees of the current contractor or subcontractor(s) for a period of at least 90 days, in accordance with California Labor Code section 1072.

I hereby certify by my signature below that I have read and understand this declaration regarding Retention of Existing Staff.

In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Retention of Existing Staff during the following Request For Proposals Activities:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
Questions/Clarifications Submission	February 3, 2016
Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

FORM 23
MAINTENANCE AND MAINTENANCE FACILITIES

PROPOSER agrees to comply with the PROPOSER maintenance obligations as detailed within Agreement and this Form 23.

1. General CITY shall be responsible for maintenance of facilities and maintenance of all CITY-provided equipment not specifically assigned to CONTRACTOR by CITY to be maintained, with the exception of the interior and exterior cleanliness of all fixed-route and paratransit vehicles, including support vehicles. CONTRACTOR shall use due diligence maintaining the cleanliness of all equipment. CONTRACTOR is responsible for general cleanliness, and security of equipment when in CONTRACTOR'S possession. CONTRACTOR is financially responsible for correcting any damage, and paying for related expenses), caused by the negligent use and/or maintenance of equipment or vehicles by CONTRACTOR'S personnel. CITY shall be responsible for making repair or replacement.
2. Right of Inspection by CITY CITY shall have the right to inspect, at any time, all CITY-provided equipment. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety issues for correction.
3. Corrections CONTRACTOR will use due diligence to maintain CITY's vehicles in a clean, orderly, and safe manner and in accordance with CITY standards. CITY shall have the right to inspect at any and all times CITY-provided equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any equipment, including leased equipment, used by CONTRACTOR.
4. Safety Inspections CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must expeditiously correct any deficiencies noted on California Highway Patrol's report pertaining to the driver records category. CONTRACTOR must provide copy of California Highway Patrol's CHP-343 report to CITY within one business day of receipt of report by CONTRACTOR.
5. Interior & Exterior Cleaning and Maintenance CONTRACTOR shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. CONTRACTOR shall supply all materials and supplies for this purpose. CITY shall provide approved cleaning materials or supplies. All gum, litter, newspapers, graffiti or other foreign materials shall be removed in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by CONTRACTOR to CITY at the time of observance, and no later than within 24 hours of discovery of the physical damage.
6. Daily Servicing All vehicles that have been in revenue service shall have the following items performed on a nightly basis:
 - a. Floor Cleaning Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
 - b. Interior Vacuuming Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the driver's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the driver's area and all other horizontal surfaces inside the vehicle.
 - c. Trash Receptacle Empty the trash receptacle located near the front of each vehicle.
 - d. Accident Kit Check to ensure the accident kit is fully stocked and is properly attached in the driver's compartment. If the accident kit is missing, notify CITY immediately.
 - e. Dusting Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.

MAINTENANCE AND MAINTENANCE FACILITIES - Continued

- f. Vandalism/Graffiti Inspection Inspect the vehicle interior to assure that no seat damage or graffiti exists. Except as set forth herein, CONTRACTOR should repair the damage and remove graffiti at the time of observance. No vehicle shall be put into revenue service with visible graffiti.
 - g. Seat Insert Attachment Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to CITY at the time of observance.
 - h. Lights All lights including the high beams will be checked daily upon the morning startup.
 - i. Wheelchair Ramp/Lift The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from CITY's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to CITY and the vehicle repaired or another one assigned.
 - j. Vehicle Storage All vehicles shall be stored at the CITY's Corporation Yard (1001 Allison Drive, Vacaville) and/or other locations as determined by CITY, when not in service. CITY shall determine where and how CONTRACTOR shall store vehicles. All doors, windows and safety hatches of vehicle shall be closed and secured.
 - k. Battery Switch When storing vehicle the master battery switch shall be turned to the "OFF" position.
7. Weekly Servicing. CITY provides facility for vehicle cleaning adjacent to Transit Administration Building located at the rear of CITY's Corporation Yard. CONTRACTOR shall maintain a list of all vehicles. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or more often as directed by CITY. If a particular vehicle was not available for revenue servicing during any given week, CONTRACTOR shall so indicate on the list.

<u>Action</u>	<u>Frequency</u>
Wash Exterior of Vehicle	Twice Weekly or More Often as Needed
Mop Floors	Once Weekly or More Often as Needed
Wash Wheels	Twice Weekly or More Often as Needed
Clean Operator's Compartment	Once Weekly or More Often as Needed
Clean Inside Windows	Once Weekly or More Often as Needed
Clean Side Panels/Ceilings	Once Weekly or More Often as Needed
Clean Seat Frames/Backs	Once Weekly or More Often as Needed
Remove Graffiti	As Needed
Vehicle Detailing	Every six (6) months

- a. Mop Floors Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Use of excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- b. Wash Wheels Wheels shall be degreased and rinsed clean.
- c. Operators Compartment Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operator's controls. Upon completion, the dashboard shall be treated with anti-static spray.

CAUTION: Do not spray anti-static spray on steering wheel or operator's seat.
- d. Remove Graffiti Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall use CITY approved and provided graffiti removal materials supplies. No vehicle shall be allowed to begin its service day with graffiti visible.

Form 23
MAINTENANCE AND MAINTENANCE FACILITIES - Continued

- e. Windows Using the CITY approved cleaner for use only on windows, the interiors of all windows shall be sprayed, squeegeed clean and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.
8. Detailing Each vehicle shall receive a thorough interior and exterior detailing every six months. The detailing of these vehicles will be scheduled and completed by CONTRACTOR and a report verifying the detailing of every CITY provided vehicle will be delivered to the CITY by the 15th of November and the 15th of May of each year. CONTRACTOR shall provide CITY with a detailed report indicating which vehicles were detailed on a monthly basis. CONTRACTOR shall obtain the monthly preventative maintenance schedule used by CITY to develop detailing schedule. Each thorough detailing shall include the following:
- 1) Wash exterior of the vehicle.
 - 2) Wash and polish wheels.
 - 3) Sweep and vacuum interior thoroughly. Remove gum and other substances that may be stuck to the floor, sidewalls, ceiling or seats.
 - 4) Remove any and all graffiti from interior and/or exterior of vehicle using CITY-approved graffiti remover.
 - 5) Remove any and all foreign materials from the seats and other interior areas of the vehicle and clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner, aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Squeegee and dry all windows. Do not use a water hose in the interior of the vehicle.
 - 6) Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace seats.
 - 7) Clean interior of dome lights as necessary.
 - 8) Apply protective coating to bumpers, dashboard, rubber fender walls and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.
9. Bodily Fluids All bodily fluids will be cleaned immediately. In the event a vehicle is in service at the time of discovery of any bodily fluids, that vehicle shall be replaced and removed from service and cleaned immediately.
10. Records CONTRACTOR shall submit proposed Daily Vehicle Reports, Checklists and Inspection Report and any other applicable reports (together referred to as the "Reports") to the CITY for approval prior to the service start-up date. The CITY shall approve or return the proposed Reports within ten business days of receipt. If the CITY requires changes to any of the Reports, CONTRACTOR shall make such changes to the CITY'S satisfaction prior to the service start-up date.

Form 23
MAINTENANCE AND MAINTENANCE FACILITIES - Continued

I hereby certify by my signature below that I have read and understand this declaration regarding Retention of Existing Staff. In addition, I certify by my signature that pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Retention of Existing Staff during the following Request For Proposals Activities:

RFP ACTIVITY	DATE
Mandatory Pre-Proposal Conference/Site Visit	January 20, 2016
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Interviews	March 14 – 17, 2016

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): _____

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Request for Proposals Declarations as indicated on the foregoing pages. I further affirm that, in my opinion, the Request for Proposals Declarations have been legally made and constitute legal and binding obligations by the Proposer.

I further affirm to the Proposer that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Request for Proposals Declarations, or the performance of the project.

SIGNATURE _____

DATE _____

NAME (PRINT) _____
(ATTORNEY FOR PROPOSER)

**APPENDIX D
FEDERAL TRANSIT ADMINISTRATION
THIRD PARTY CONTRACTING GUIDANCE, CIRCULAR 4220.1F**

APPENDIX E

AGREEMENT FOR THE PROVISION OF FIXED-ROUTE AND PARATRANSIT SERVICE