



**CITY OF VACAVILLE**  
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 Mayor, Member-At-Large

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 Vice-Mayor, Member-At-Large  
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 Councilmember, District 1

**MICHAEL SILVA**  
 Councilmember, District 3

**JASON ROBERTS**  
 Councilmember, District 5  
**JEANETTE WYLIE**  
 Councilmember, District 6

ESTABLISHED 1850

City of Vacaville  
 RFP 2021-01  
 For Best Value Operation of City of Vacaville General Public Fixed-Route,  
 Demand Response and Paratransit Services  
 Addendum No. 1  
 March 18, 2021

To all interested parties:

Notice is hereby given that the City of Vacaville has issued this Addendum No. 1 to the above-referenced Request for Proposals.

Firms interested in submitting a proposal in response to the RFP are responsible for ensuring that their proposals are received by the time and date indicated in the RFP.

**RFP documents for RFP 2021-01 are hereby modified as follows:**

**1. RFP Section 1.1 Introduction**

“The extension ~~shall be mutually agreed upon. may only 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.

**2. Section 3.1 Schedule**

**TABLE 1-1**  
**Procurement Schedule**

Activity	Date
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Issue RFP	February 8, 2021
Mandatory Pre-Proposal Conference/site visit	February 23, 2021 (10 a.m.)
Questions/clarifications submission deadline	March 9, 2021 (3 p.m.)
CITY response to questions / clarification deadline	March 16, 2021 (3 p.m.)
Protests PRIOR to proposal submission deadline	March 23, 2021 (3 p.m.)
CITY response to protests PRIOR to submission deadline	March 30, 2021 (3 p.m.)
<b>Proposal submission deadline</b>	<b>April 5, 2021 (3 p.m.)</b>
Interviews with key staff	April 12-14, 2021
Release of Recommendation of Award	April 26, 2021
Presentation of Recommendation of Award to City Council	<del>May 11</del> <b>May 25, 2021 (6 p.m.)</b>
AGREEMENT Award	<del>May 11</del> <b>May 25, 2021</b>
Protests AFTER proposal opening/Announcement of Award	<del>May 18</del> <b>June 1, 2021 (3 p.m.)</b>
CITY response to protests AFTER proposal opening/Announcement of Award	<del>May 25</del> <b>June 8, 2021 (3 p.m.)</b>
<b>Service initiation</b>	<b>August 1, 2021</b>

**3. RFP Section 4.2 Content of Technical Proposals, 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~~ **location similar in size**. 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.

**4. RFP Section 4.3 Content of Price Proposal**

“Proposers shall provide level of revenue service (LORS) price proposals (using Appendix C, Form 3, Price Proposal) based upon the 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, for a total of eight years. The LORS price proposals for each Base and option year shall be specified in Appendix C, Form 3, Price Proposal, and shall follow the example set forth below.”

**5. Appendix A, Scope of Work, A. General, 1.**

“Schedules/Response Times shall be as defined in this Section CONTRACTOR shall provide an annual total of approximately 15,500 fixed-route, 7,000 demand response, and 2,500 paratransit **vehicle** revenue hours. (The allocations of hours for each category is subject to change from time to time by CITY in order to respond to changing circumstances. See Appendix A, Scope of Work, Section J, Level of Service; Changes to Level of Service for more information.) CONTRACTOR shall provide sufficient supervisory and dispatching personnel to adequately handle all 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.”

**6. Appendix A, Scope of Work, A. General 9.**

“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 revenue** hour, number of one way trips during each **service revenue** hour, average wait and travel time by **service revenue** hour and bus, longest wait time and passenger ride time by bus, **service revenue** hour and day and purpose of trip by passenger.”

**7. Appendix A, Scope of Work, D. Marketing and Public Relations Program 3. Marketing Events and Emergency Response Events**

“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 revenue 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.”

**8. Appendix A, Scope of Work, D. Marketing and Public Relations Program 5. Telephone Information**

“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 revenue** 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.”

**9. Appendix A, Scope of Work, G. Performance Measure**

Passenger Productivity , Special Services	Passenger trips per total <b>vehicle revenue</b> hour (averaged over a three-month quarterly period) meets or exceeds 2.5 passengers per total <b>vehicle revenue</b> hour.	A bonus of \$500 to CONTRACTOR if the passenger trip per total <b>vehicle revenue</b> hour averaged over a consecutive three month <b>(QUARTERLY)</b> period exceeds 2.5 passengers per total <b>vehicle revenue</b> hour.	Non e.	Special Services passenger trips per total <b>vehicle revenue</b> hour statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report.
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**10. Appendix A, Scope of Work, J. Changes to Level of Service, a. Basic Level of Service**

“Basic Level of Service The “basic level of service” is the amount of service, approximately 15,500 **vehicle** revenue hours for the fixed-route (CITY COACH), 7,000 **vehicle** revenue hours for demand response (CITY COACH DIRECT) and 2,500 for the paratransit (SPECIAL SERVICES) service, annualized.”

**11. Appendix A, Scope of Work, J. Changes to Level of Service, b.3. Substantial Changes in Service Level**

“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 nonsubstantial 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.”

**12. Appendix A, Scope of Work, K. Employee Qualifications and Training Program, b.6.**

**1. Employee Qualifications**

“Completion of ~~background check (Live Scan), which shall include, but is not limited to, the State of California and Federal Bureau of Investigation (FBI)~~ fingerprint-based criminal background check ~~through the State of California Department of Justice (DOJ);~~ any driver with any felony conviction, or a misdemeanor within the past seven (7) years of any of the categories listed below, shall be prohibited from operating any vehicle for CITY:

- (a) Physical neglect of a child;
- (b) Physical injury or death of a child;
- (c) Sexual exploitation of a child;
- (d) Sexual offenses where a child is a victim;
- (e) Promotion of prostitution of a child; or
- (f) Sale or purchase of a child.

CONTRACTOR shall not, under any circumstances, inform, reveal, or disclose the results of any background check for any driver to CITY. If, at any time during a driver’s assignment to operate a CITY vehicle, it is discovered that a driver engages in conduct which results in a criminal arrest or conviction as specified above, CONTRACTOR shall immediately notify CITY of such arrest or conviction and shall immediately restrict said driver from operating any vehicle for CITY.”

**13. Appendix C Required Forms, Form 3 Price Proposal**

~~Form 3 Price Proposal has been revised. Form 3-Version 2 shall be submitted.~~

**14. Appendix C Required Forms, Form 4 Line Item Operating Budget Form**

~~Form 4 Line Item Operating Budget Form has been revised. Form 4-Version 2 shall be submitted. A total of three (3) forms are required, one per level of service.~~

**15. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 1. Definitions, E. Contract Term**

~~“The extension may be exercised at the CITY’S sole discretion shall be mutually agreed upon.~~

**16. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 5. Compensation, A. Base Rates**

“Base Rates Except as provided in subsection (B), CONTRACTOR shall be compensated for the actual hours operated on a monthly basis during the Contract Term at the applicable rate per ~~vehicle revenue~~ hour set forth in Appendix C, Form 3 Price Proposal.”

**17. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 5. Compensation, B. Payments to Contractor**

“Payments to CONTRACTOR CONTRACTOR shall be paid monthly in arrears based upon the fixed monthly expense plus the expense for all revenue ~~service~~ hours provided, unless otherwise mutually agreed upon in writing. Each monthly payment shall be based upon the actual number of ~~in-service-vehicle~~ revenue hours for which CONTRACTOR is billing in that month. If this AGREEMENT is terminated before the expiration of the Contract Term, CONTRACTOR's total payment shall be computed pro-rata based on the number of ~~vehicle~~ revenue hours operated. In the event CITY fails to make any payment in full, as provided herein, in addition to whatever rights CONTRACTOR may have at law or in equity after providing CITY with thirty (30) days advance written notice and an opportunity to cure, CONTRACTOR has the right to declare this AGREEMENT terminated upon an additional thirty (30) days advance written notice of intent to terminate and only after providing such notice to terminate to take such other steps as it may deem appropriate. CONTRACTOR agrees to cooperate fully with CITY's efforts to obtain and/or maintain federal or state funds for payment. CITY agrees to remit the payment to CONTRACTOR subject to the terms of this AGREEMENT. CONTRACTOR's cooperation shall include, but not be limited to, the provision of applicable service revenue and cost information, passenger counts, and other information needed to meet any regional, state, and federal requirement or herein required for planning and reporting purposes.”

**18. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 5. Compensation, G. Special Rate Adjustment**

“Special Rate Adjustment Rates shall be adjusted from time to time in an amount sufficient to cover CONTRACTOR's reasonable increased costs in connection with an “Eligible Event” which is classified as a change in state or federal laws, statutes, rules, or regulations applicable to the RFP or the AGREEMENT. Upon CONTRACTOR's assertion of an Eligible Event, CONTRACTOR and CITY shall meet and confer regarding the existence and nature of the Eligible Event and its impact on CONTRACTOR's costs. CONTRACTOR shall bear the burden of justifying any such adjustment, and shall be deemed to have satisfied its burden upon providing substantial evidence (a) that an Eligible Event has occurred or will occur, (b) that such Eligible Event has caused or will cause CONTRACTOR to incur increased costs, and (c) that the amount of such increased costs is reasonable. CONTRACTOR shall provide CITY with such additional information as CITY may reasonably request in order to evaluate CONTRACTOR's application. If CITY determines that CONTRACTOR satisfied its burden, which determination shall not be unreasonably withheld, CITY shall use its best efforts to cause the Rate adjustment to be heard by the CITY's City Council within 90 days of CONTRACTOR's application. If CONTRACTOR submits its application before September 30 of a given year, the Rate adjustments pursuant to this section shall take effect on January 1 of the following year, unless otherwise agreed by CITY and CONTRACTOR. Rate adjustments pursuant to this section shall be established in such a manner as to cover CONTRACTOR's reasonable increased costs resulting from the Eligible Event, whether incurred before or after CONTRACTOR's application or the effective date of the Rate adjustment. As of the Signature Date, CONTRACTOR is not aware of any Eligible Event that has been enacted or promulgated but has not yet taken effect, and that would reasonably be expected to increase CONTRACTOR's costs of providing services hereunder.

**19. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 7. Non-Regular Services, B. Rates and Other Terms**

“1. Compensation for non-regular services shall be in accordance with the actual hours operated at the applicable rate per ~~vehicle~~ revenue hour set forth in Appendix C, Form 3 Price Proposal.”

**20. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Section 24. Insurance, C. Contractor Insurance**

<p>Payment of General and Auto Liability Claim Deductibles</p>	<p><b>For preventable accidents (meaning CONTRACTOR is partially or fully responsible for an accident, as determined by a police report), CONTRACTOR shall be responsible for payment of 100% of all CITY deductible costs associated with third party claims filed against CITY’s general and auto liability insurance. For non-preventable accidents (meaning a third party is solely responsible for an accident, as determined by a police report), CONTRACTOR shall not be responsible for payment of any CITY deductible costs associated with third party claims filed against CITY’s general and auto liability insurance. For any accident where a police report is not generated or available, the determination whether an accident is preventable or non-preventable shall be made by CITY. Deductible for liability insurance claims is \$25,000 per occurrence.</b></p> <p>CITY shall invoice CONTRACTOR for the amount of reimbursement due on a quarterly basis, which CONTRACTOR shall pay to CITY in a single payment within thirty (30) days of the date of invoice.</p> <p>If upon receipt of an invoice, CONTRACTOR desires to dispute any amount listed on the invoice, CONTRACTOR shall notify CITY in writing within ten (10) business days of CONTRACTOR’s receipt of such invoice explaining the reasons for disputing such amount.</p>
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<p>Payment of Auto Physical Damage Claim Deductibles</p>	<p><b>For preventable accidents (meaning CONTRACTOR is partially or fully responsible for an accident, as determined by a police report), CONTRACTOR shall be responsible for payment of 100% of all CITY deductible costs associated with third party claims filed against CITY’s auto physical damage insurance. Deductible for auto physical damage claims is \$5,000 per occurrence.</b></p> <p><b>For non-preventable accidents (meaning a third party is solely responsible for an accident, as determined by a police report), CONTRACTOR shall not be responsible for payment of any CITY deductible costs associated with third party claims filed against CITY’s general and auto liability insurance. For any accident where a police report is not generated or available, the determination whether an accident is preventable or non-preventable shall be made by CITY.</b></p> <p>CITY shall invoice CONTRACTOR for the amount of reimbursement due on a quarterly basis, which CONTRACTOR shall pay to CITY in a single payment within thirty (30) days of the date of invoice.</p> <p>If upon receipt of an invoice, CONTRACTOR desires to dispute any amount listed on the invoice, CONTRACTOR shall notify CITY in writing within ten (10) business days of CONTRACTOR’s receipt of such invoice explaining the reasons for disputing such amount.</p>
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**21. Appendix E Agreement for the Provision of Fixed-route, Demand Response and Paratransit Service, Exhibit A, Liquidated Damages**



<p>Passenger Productivity, Special Services</p>	<p>Passenger trips per total <del>vehicle</del> revenue hour (averaged over a three-month quarterly period) meets or exceeds 2.5 passengers per total <del>vehicle</del> revenue hour.</p>	<p>A bonus of \$500 to CONTRACTOR if the passenger trip per total <del>vehicle</del> revenue hour averaged over a consecutive three month <b>(QUARTERLY)</b> period exceeds 2.5 passengers per total <del>vehicle</del> revenue hour.</p>	<p>None</p>	<p>Special Services passenger trips per total <del>vehicle</del> revenue hour statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report.</p>
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