

REQUEST FOR PROPOSAL: PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS

CITY OF LOMPOC
REQUEST FOR PROPOSALS
RFP No. 23-T1-01

PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS

<u>SUBMITTAL:</u>	One (1) original and three (3) copies, and a complete .pdf of each proposal must be received no later than 2:00 p.m. Pacific Daylight Time on Wednesday, May 3, 2023. Proposals must be submitted in sealed envelopes.
<u>Addressed to:</u>	Richard Fernbaugh, Aviation/Transportation Administrator
<u>Address:</u>	City of Lompoc 100 Civic Center Plaza Lompoc, CA 93436
<u>Mark envelopes:</u>	COLT PUBLIC TRANSIT OPERATIONS CONTRACT RFP NO.23-T1-01

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

Questions or clarification requests regarding this Request for Proposals should be submitted in writing to:

Richard Fernbaugh
Aviation/Transportation Administrator
City of Lompoc
100 Civic Center Plaza
Lompoc, CA, 93436
Email: r_fernbaugh@ci.lompoc.ca.us

All questions/requests for clarification must be submitted in writing or email. Question/clarification deadline is Wednesday, April 12, 2016 at 12:00 noon. Pacific Daylight Time.

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**CITY OF LOMPOC
STATE OF CALIFORNIA**

**REQUEST FOR PROPOSALS
PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS
RFP NO. 23-T1-01**

Sealed proposals will be received by the Aviation/Transportation Administrator, City of Lompoc, 100 Civic Center Plaza, Lompoc, CA, 93436, by Wednesday, **May 3, 2023**, at 2:00 p.m. Pacific Daylight Time to provide day-to-day operational services in support of the City of Lompoc Transit (COLT) program.

Contract documents may be inspected and/or obtained in person at the office of the Aviation/Transportation Administrator, City of Lompoc, 100 Civic Center Plaza, Lompoc, CA, 93436. Phone: (805) 875-8268.

The City of Lompoc hereby affirmatively ensures Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against based on race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of this contract.

Affirmative action to ensure against discrimination in employment practices based on race, color, national origin, ancestry, disability, gender, or religion will be required of each proposer.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of this contract.

The City of Lompoc reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City of Lompoc.

Dated this 31st day of March 2023.

By: _____

Richard Fernbaugh, Aviation/Transportation Administrator, City of Lompoc

Publication dates: **April**, ____2023, Lompoc Record

REQUEST FOR PROPOSALS: PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS

PROJECT DESCRIPTION

The City of Lompoc (CITY) is requesting proposals from qualified and experienced proposers to provide day-to-day operational services in support of the City of Lompoc Transit (COLT) program.

One (1) original and three (3) copies, and a complete .pdf of each proposal are to be submitted to the Aviation/Transportation Administrator, City of Lompoc, 100 Civic Center Plaza, Lompoc, CA, no later than Wednesday, May 3, 2023, at 2:00 p.m. Pacific Daylight Time.

GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit the CITY to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. CITY expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. CITY reserves the right to withdraw this RFP at any time without prior notice. Further, CITY reserves the right to modify the RFP schedule described above.

B. Award

CITY may ask proposal finalists to present an oral briefing of their respective proposal. Finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their respective offering as may result from such negotiations. CITY also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial submittal should include most favorable terms from both a technical and pricing standpoint.

C. RFP Addendum

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

D. Verbal Agreement or Conversation

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

E. Pre-Contractual Expense

Pre-contractual expenses include any expenses incurred by proposer and selected contractor in:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to CITY.
3. Negotiations with CITY on any matter related to bidder proposals.

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4. Other expenses incurred by a proposer prior to the effective date of any agreement.

In any event, CITY shall not be liable for any pre-agreement expenses incurred by any bidder or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. CITY shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this procurement process.

F. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the proposer and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the proposer to the proposal and contain a statement to the effect the proposal is a firm offer for a minimum ninety-day (90) period. Execution of the contract is expected on or about **June 2023**.

DEFINITIONS

1. "CITY" refers to the City of Lompoc established under the laws of the State of California.
2. "AFFILIATED AGENCIES" refers to the City of Buellton, City of Solvang, Santa Barbara County and the Santa Barbara County Association of Governments.
3. "Days" refers to business days when used in context with CITY's protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures.
4. The terms "file" or "submit" refer to the date of receipt by CITY.
5. The term "proposer" means any person or entity who submits a proposal to an awarding agency for a public transit service contract or subcontract.
6. "Exhaustion of administrative remedies at the grantee level" refers to any action or inaction on the part of CITY, which is prejudicial to the position taken in a written protest filed with CITY. This may include, but is not limited to:
 - A final CITY decision on the merits of the protest.
 - A procurement action such as the award of a contract or rejection of a proposal despite the pendency of a protest.
 - CITY acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.

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7. "Interested party" includes all proposers on the contract or procurement. This term may also include a subcontractor or supplier at any tier which indicates it has a substantial economic interest in a provision of the Request for Proposals (RFP) or of the interpretation of such a provision.
8. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of CITY include, but are not necessarily limited to, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications.
9. "Local" refers to Santa Barbara County and California. When used in conjunction with the phrase "laws and regulations", it is construed to mean only those laws or regulations associated with the provision of public transportation and the use of public funds. It shall not be construed to include the purchasing and/or protest procedures used by either Santa Barbara County or the State of California.
10. "RFP" also includes the term "offer" as used in the context of negotiated procurements.
11. "FTA" refers to the Federal Transit Administration.
12. "Deadhead time/miles" refers to time and mileage expended operating revenue vehicles in non-revenue service.
13. "Revenue Vehicles" refers to publicly owned vehicles used to operate the intended service and provided to the Contractor.
14. "Revenue Service" refers to scheduled public transit service transporting fare-paying customers. Revenue Service for the fixed-route service begins upon arrival at the first scheduled or designated bus stop and ends upon departure from the last scheduled or designated drop off of the day. Revenue service for the paratransit and/or Dial-A-Ride service begins with the first passenger pick-up and ends when there is no longer any fare-paying passenger on-board. Revenue service does not include lunches or layovers of more than fifteen (15) minutes.
15. "Contractor" refers to the successful proposer awarded the contract for providing the products and services described herein.
16. "Headway(s)" refers to the frequency of fixed-route bus operations on any given route.
17. "ADA" refers to the federal Americans with Disabilities Act.
18. "Farebox recovery" refers to the percentage of transit operating costs recovered from transit users through the payment of fares.

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19. "Transit Operating Costs" refers to the total costs incurred in operation of the service.
20. "Time-transfer" and "timed-pulse" refer to the style of fixed-route transit service wherein trips depart and return to one central point to facilitate interchange of passengers at set times throughout the service day.
21. "Fare media" refers to all fare payment instruments used to board public transit vehicles; including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, and subsidized fare media.
22. "Overloads" refers to any situation wherein passengers wishing to board a vehicle are turned away or willingly decline to board due to actual or perceived crowding.
23. "Standees" refers to passengers who board but are required to stand during movement of vehicle due to actual or perceived lack of available seating.
24. "Road calls" refers to unscheduled maintenance performed at a location other than the designated vehicle maintenance facility.
25. "Pull-outs" refers to a transit vehicle departing its first scheduled time-point in revenue service on a new shift or service day.
26. "Trips" refers to a transit vehicle departing any scheduled time-point in revenue service.
27. "Missed trip" refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time, or a trip scheduled as part of normal revenue service that fails to operate.
28. "Non-revenue vehicle" refers to any vehicle not used in revenue service. CITY will not provide non-revenue vehicles for contractor use as part of the anticipated agreement.
29. "Scheduled time-point(s)" is defined as bus stops with departure times specifically noted in public information materials specific to the associated transit programs.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for transit operations contracts of this nature, whether the same are expressly referred to herein or not.

By submitting a proposal, the proposer certifies it will comply with all federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing federal funds.

INSURANCE

With respect to performance of work under the intended agreement, Contractor shall maintain, and shall require all its Subcontractors to maintain, during the life of this agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus lines company listed on the State of California Department of Insurance "LESLI List". Said policies shall have an A.M. Best rating of not less than A minus (A-).

Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owners, and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. CITY shall not be responsible for any increase in insurance cost incurred by Contractor throughout the term of the agreement. The minimum limits shall be:

- Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$10,000,000 Combined Single Limit.

Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. CITY shall not be responsible for any increases in insurance cost incurred by Contractor. The minimum limits of Automobile Public Liability and Property Damage Insurance shall be:

- Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$10,000,000 Combined Single Limit.

Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per incident. Such insurance shall comply with all applicable state laws.

Certificates, Subrogation, and Non-Liability Waiver: The Contractor shall provide CITY with a Certificate of Insurance showing proof of insurance acceptable to CITY. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against CITY, its officers, officials, agents, and employees. Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. CITY shall not be responsible for any increase in Workers' Compensation cost incurred by Contractor throughout the term of the agreement.

The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions may be within public policy and deemed enforceable.

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Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name, CITY, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with the Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by CITY; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to CITY for the active negligence or willful misconduct of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the respective public entity by the successful proposer.

Indemnification. Contractor shall indemnify, defend with legal counsel acceptable to CITY, and hold harmless City of Lompoc, City of Buellton, City of Solvang, County of Santa Barbara and Santa Barbara County Association of Governments; collectively referred to as the AFFILIATED AGENCIES, their officers, officials, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the Contract, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of the AFFILIATED AGENCIES, or anyone acting under their direction or control or on their behalf. It is further the intent of the parties this indemnification requirement is not intended to relieve the AFFILIATED AGENCIES from liability for the active negligence or willful misconduct of said public entities, their officers, appointed and elected officials, agents, and employees. This hold harmless clause is in no way an admission of liability on the part of the AFFILIATED AGENCIES, or any of their agents or employees.

The successful proposer acknowledges it is fully informed of the contents and meaning of this hold harmless provision and has submitted its proposal with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements shall also apply to any Subcontractor whose hazards are not covered by the Contractor's insurance policies.

Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, City. **Contractor shall declare the deductible chosen and state as part of its response to this RFP.** At the discretion of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY, its officials, employees, agents, and Contractors; or the proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by CITY.

Separate endorsements are required, naming the City of Lompoc, City of Buellton, City of Solvang, County of Santa Barbara and the Santa Barbara County Association of Governments as additional insured, for liability insurance and providing a waiver of subrogation for Workers Compensation Insurance.

The successful proposer shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days-prior written notice has been given to CITY.

Endorsements shall be received and approved by CITY before work commences. Should Contractor cease to have insurance as required during the final contract period,

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all work by Contractor pursuant to this agreement shall cease until insurance acceptable to CITY is provided.

Original insurance certificates and endorsements shall be attached to proposals and delivered to:

*Mr. Richard Fernbaugh
Aviation/Transportation Administrator
City of Lompoc
100 Civic Center Plaza
Lompoc, CA, 93436*

WITHDRAWAL OF PROPOSALS

No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals, except as permitted by law.

REJECTION OF PROPOSALS

Failure to meet the requirements of the Request for Proposal (RFP) will be cause for rejection of the proposal. CITY may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. CITY reserves the right to reject any and all proposals without cause.

Each proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of CITY, such information was intended to mislead CITY in its evaluation of the proposal, it will be cause for rejection of the proposal.

EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary, and will not affect the evaluation process.

Proposals will be evaluated by a Technical Review Committee. In connection with its evaluation, CITY may, at its option, invite one or more proposers to make an oral presentation to the Technical Review Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the Committee can effectively evaluate all materials and documentation submitted as part of its proposal.

CITY reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

CITY reserves the right to reject any or all proposals, to waive any requirements, both CITY's and those proposed by the proposer; to waive any irregularities or informalities

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in any proposal or the RFP process when it is in the best interest of CITY to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposal which best serves the requirements of CITY, thus ensuring that the best interest of the City of Lompoc and the other AFFILIATED AGENCIES will be served. **A proposer's past performance, and the assurance that it will provide service as stipulated, will be taken into consideration as part of the proposal evaluation process.**

CITY may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to CITY all such information and data for this purpose as CITY may request. CITY reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy CITY that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to CITY in the proposer's submission, or at any point in the bid proposal evaluation process, including any interview conducted, is ground for rejection of the proposal. If the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made at CITY's sole discretion. CITY expressly reserves the right to reject the proposal of any entity in default on the payment of taxes, licenses, or other moneys due to the City of Lompoc or to other AFFILIATED AGENCIES.

CITY reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to CITY, the proposer consents to such an inquiry and agrees to make available to CITY such books and records as CITY deems necessary to conduct the inquiry.

Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

- A. Proposer is an independent entity; not an employee, agent, or officer of any of the contracting entities (entities for which proposer provided publicly contracted transit services).
- B. If awarded, the contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- C. If the proposer is awarded the contract, then the selected (Contractor) shall not assign the contract, or any part thereof, or any monies due, or to become due there under without prior consent of CITY.
- D. Contractor shall indemnify, defend and hold harmless CITY, its officers, officials, employees, and agents from and against all claims, damages or willful misconduct, losses, and expenses, including reasonable attorney's fees and court cost (Damages) arising from any action or inaction, related directly or indirectly to the agreement of the Contractor, or any of its employees, agents, subcontractors, anyone directly or indirectly employed by same, or anyone for

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whose acts any of them may be liable; provided that the obligations to indemnify and hold harmless shall only be to the extent Damages are caused by any action or inaction of Contractor, or any of its officers, agents and employees subcontractors, anyone directly employed by same, or anyone for whose acts any of them may be liable.

- E. Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Contractor to any officer, elected official or employee of the City of Lompoc and/or other AFFILIATED AGENCIES with a view toward securing the agreement or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, CITY shall have the right to terminate the contract, either in whole or in part. The rights and remedies of CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- F. Contractor shall indemnify, defend, and hold harmless the City of Lompoc and the other AFFILIATED AGENCIES from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the contract.

PROPOSAL PRICING GUIDELINES

Contractor shall provide proposed fees and cost information segregated by contract year as a part of this Request for Proposals using the attached Cost Proposal format included here as Appendix 13. Fee schedules submitted in response to this Request for Proposals shall be no higher than the proposer's standard commercial rates for similar services. The Technical Review Committee will evaluate proposals based upon the entire term of the contract. Fees submitted may be used as a basis of negotiation with the successful proposer.

RIGHT TO REQUIRE PERFORMANCE

The failure of CITY at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of CITY thereafter to enforce same. Nor shall waiver by CITY of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and CITY or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with CITY.

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Prior to the award of any contract, the potential Contractor may be required to certify in writing to the City of Lompoc's Purchasing Agent that no relationship exists between the proposer and any City of Lompoc and/or other AFFILIATED AGENCIES employee, officer, official, or agent that interferes with fair competition or is a conflict of interest.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing proposer has interest in more than one proposal for the work solicited hereunder may result in rejection of all proposals in which the offeror is believed to have an interest.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, Contractor agrees to the following:

- A. Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, and CITY laws and ordinances related to employment practices.
- B. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- C. Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the Contractor, shall state that Contractor is an Equal Opportunity Employer.

TENTATIVE RFP TIMELINE

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| A. | Friday, March 31, 2023, | RFP issued. |
| B. | Wednesday, April 12, 2023, | Question/clarification deadline |
| D. | Wednesday, May 3, 2023, | Proposal submittal deadline |
| E. | Thursday, May 11, 2023, | Interviews (if needed) |
| F. | Tuesday, May 16 or June 6, 2023 | COLT contract award |
| G. | Saturday, July 1, 2023, | Commence service |

1.0 PROJECT OVERVIEW

1.1 Summary

The City of Lompoc currently operates a public transit service known as City of Lompoc Transit (COLT). COLT provides the following services:

- A. Fixed-route: A general public service currently consisting of (4) four local routes.
- B. ADA: A destination-to-destination service operating in CITY limits and portions of the adjacent unincorporated areas of Santa Barbara County. The ADA service is available to persons with disabilities.
- C. Santa Barbara Shuttle: Twice weekly, demand-responsive/public service linking Lompoc with the Santa Barbara/Goleta area.
- D. Wine Country Express: Daily (Monday-Saturday) fixed-route service linking Lompoc with the cities of Buellton and Solvang, as well as Santa Ynez Valley Transit services.

1.1.1 Term of Contract

City of Lompoc

The successful proposer will complete all applicable training requirements during the month of June, commence operations on July 1, 2023, and operate the service for a two-year period ending on June 30, 2025.

1.1.2 Funding Availability

The successful bidder is required to comply with the conditions required by all applicable local, state, and federal regulations. In the event funding for this contract ceases, CITY reserves the right to terminate this contract in accordance with the "Termination of Contract" section presented therein. In the event the specified service levels need to be reduced, CITY reserves the right to reduce service in accordance with Section 2.2.

1.2 General Instructions

1.2.1 Competitive Selection

This procurement shall comply with all applicable City of Lompoc procurement policies and procedures. Proposer selection is subject to affirmation by City Council.

Evaluation factors outlined in Paragraph 1.2.2 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected based solely upon the content of its proposal. Therefore, proposals should include the most-favorable terms.

1.2.2 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by the Technical Review Committee. Evaluation factors to be considered, and corresponding weight for each, include:

Ability to perform and meet the requirements of the RFP	20%
Experience and qualifications of the firm	20%
Proposed/Assigned personnel	25%
Client references	20%
Price	15%

The Technical Review Committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

* Pursuant to Chapter 4.6, Section 1070-1074, Part 3, Division 2 of the California Labor Code, a proposer may earn an additional 10% evaluation scoring by affording a priority in hiring to the existing employees of the incumbent Contractor. (Chapter 4.6, Section 1070-1074 requires successor Contractors to offer employment to certain employees of the prior transit Contractor for performance of essentially the same duties for a period of at least 90 days. There is no requirement the wage or benefit levels offered by the former Contractor be duplicated by the successor Contractor under this law.)

1.2.3. Proposal Acceptance Period

All proposals must include a statement indicating validity for a period of not less than ninety (90) days following the submission deadline.

1.2.4 Contract Incorporation

Proposer should be aware that the contents of its proposal as well as CITY's attached "agreement" shall become a part of the contractual documents. The terms and conditions defined in this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of CITY. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to CITY as a result of a proposer's failure or refusal to execute an agreement with CITY, if awarded the contract, may be recovered from the Contractor.

1.2.5 Negotiations

CITY reserves the right to negotiate all elements reflecting the proposal to ensure the best possible consideration for all concerned.

1.2.6 Disadvantaged Business Enterprise (DBE)

CITY has established that there is no goal, for the utilization of Disadvantaged Business Enterprises (DBE) owned, operated, and controlled by socially and economically-disadvantaged individuals. Although there is no specific DBE goal established for this contract, proposers are strongly encouraged, wherever possible, DBE owned, operated, and controlled by socially and/or economically-disadvantaged individuals.

1.2.7 Debarment, Suspension, and other Responsibilities

In order to comply with the Federal Transit Administration (FTA) policy and certification process established by 49 CFR Part 29, as a means to ensure debarred, suspended, or voluntarily excluded persons do not participate in a federally-assisted project, proposer must complete and submit along with its proposal, a certification form for the proposing prime Contractor and any and all proposed Subcontractors. See Appendix 3.

1.2.8 Restrictions on Lobbying

In accordance with 31 USC Section 1352, Contractor hereby certifies no Federal appropriated funds have been or will be paid by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal-appropriated

funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See Appendix 5.

The Contractor shall require the language of this certification be included in the award documents for all sub-awards at all tiers, and that all Subcontractors shall certify and disclose accordingly.

The Proposer/Contractor shall require the language of this certification be included in any subcontract exceeding \$100,000.00 at any tier and that any such Subcontractor shall certify and disclose accordingly.

1.2.9 Buy America

Contractor must complete the Buy America Certificate (Appendix 6) to comply with Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

1.2.10 Audit

CITY reserves the right to make a pre-award audit of the selected proposer's proposed fees, rates, and costs to determine if they are fair and reasonable.

1.3 Proposal Format

Proposers are proposing on the operation of COLT services only.

Provide sufficient detail for the Technical Review Committee to effectively evaluate your proposal. Each submittal must address each of the items included within Section 1.3.1 (Ability to Perform) and Section 1.3.2 (Experience and Qualifications)

All requested information must be supplied. Failure to submit a complete proposal shall be grounds for a determination of non-responsiveness, and rejection of the proposal.

Each submittal shall include:

- A. Cover Letter: Each proposal shall include a cover letter that identifies the firm, address, phone number, and contact person of the firm. The cover letter must include acknowledgement of all addenda and provide a statement the proposal is valid for a minimum period of ninety (90) days subsequent to the proposal submission deadline.

REQUEST FOR PROPOSALS: PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS

The cover letter must include the original signature of an individual with the authority to contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

- B. Table of Contents: A listing of major sections in the proposal and associated page numbers.
- C. Introduction. The proposer should demonstrate an adequate understanding of the project, CITY's expectations regarding same, and the proposer's relationship with/to CITY.
- D. Technical Approach (Section 1.3.1).
- E. Project Management.
- F. Contractor Staff/Subcontractor Staff (Section 1.3.2).
- G. Qualifications and References.
- H. Cost Proposal (Section 1.3.3). Submitted as a sealed, separate document.
- I. Provide proof of required insurance either in the form of a Certificate of Insurance or in the form of a commitment letter from an insurance carrier or licensed insurance agent.
- J. Complete and submit, along with proposal, the appropriate certification forms.
- K. Execute and submit acknowledgment of any addenda pursuant to this RFP.
- L. Per California Labor Code, Sections 1070-1074, Chapter 4.6. Any proposer shall receive a 10% preference who agrees to retain the employees of the prior contractor pursuant to subdivision (a).

1.3.1 Ability to Perform and Meet Requirements of the RFP

The proposer shall provide sufficient information to enable the Technical Review Committee to evaluate the proposer's ability to perform and meet the requirements of this RFP.

Such information shall include, but not be limited to, the following:

- A. Describe your firm's approach, capacity, and management philosophy for operation of this service for which your firm wishes to be considered.
- B. Describe your hiring/screening procedures for the selection of professional bus operators. Describe classroom and behind-the-wheel training and support personnel training programs. Describe your firm's recurring safety program.
- C. Describe a communication skills improvement program to be implemented by your firm to facilitate effective communications between drivers and transit customers.
- D. Describe your supervisory and dispatch process. Provide samples of forms to be used. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports. Discuss your firm's approach to ensuring the validity of data collected.
- E. Describe your firm's methodology for assessing on-time performance. Discuss your firm's approach to ensuring the validity of data collected throughout this process.
- F. The Contractor will be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues into a dedicated account as directed by CITY, and for all fare/revenue reporting. Discuss your firm's approach to ensuring the validity of data collected.
- G. Describe your approach to data collection, record keeping, and reporting to comply with National Transit Database Report (NTD) requirements. Provide a sample of the monthly reports that would be submitted. Discuss your firm's approach to ensuring the validity of data collected throughout this process.
- H. Describe your firm's vehicle cleaning procedures. Include frequency, equipment, and staffing details. Include discussion of both interior and exterior cleaning. Provide a sample schedule and checklist.
- I. Describe how the project operations will be monitored, and at what frequency.
- J. Include a detailed implementation plan. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-

up of the service. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses, and any other activities required.

1.3.2 Experience and Qualifications of the Firm and Personnel

- A. Describe your firm's corporate/regional organizational structure and what resources will be available to support the intended service or services. Be specific regarding level of effort, staffing, location, etc.
- B. Identify by name all project management/supervisory personnel proposed for assignment to the individual project. Discuss your firm's strategy for ensuring the named personnel remain assigned to this project. For each individual named, provide the following:
 - Resume,
 - Qualifications,
 - Academic and professional training, including accreditation(s), and
 - Any other information deemed relevant.

- C. Identify by title, scope of duties, and proposed wage levels of all personnel proposed for assignment to the individual project. Provide an organizational chart showing chain of command, scope of duties, and percent of time to be assigned to the specific/individual project.

Describe in detail your firm's experience in providing publicly contracted fixed-route and/or demand-response transit services. Discuss up to five (5) examples of publicly funded transit projects similar in scope. For each, provide the following:

- Name of the contracting entity.
 - Name of contact person, title, and phone number.
 - Term of contract (base year and extensions).
 - Number of vehicles.
 - Number of annual revenue hours.
 - Annual contract amount.
 - Indicate length of association. If no longer a client, discuss why.
- D. Discuss in detail any restrictions, exceptions, or accommodations that may impact your firm's successful provision of public transit contracting services to CITY.

1.3.3 Reasonableness of the Price Proposal

Firm fixed-unit prices per total revenue hours are requested for the term of the contract.

Proposer shall use CITY -provided form in Appendix 13 to submit a firm fixed-unit PRICE PER REVENUE HOUR for the operation of fixed-route and demand-response services for City of Lompoc Transit. The proposer’s firm fixed pricing rate per revenue hour shall be “ALL INCLUSIVE” and reflective of the scope of services.

Each holder shall formulate and base its prices as per the information (projected hours) in Section 2.1 (Description of Service).

2.0 SCOPE OF SERVICES

2.1 City of Lompoc Transit--Description of Service

CITY provides fixed-route and demand-response public transit service within Lompoc and the neighboring unincorporated communities of Vandenberg Village, Mesa Oaks and Mission Hills.

Twice weekly CITY also provides inter-community shuttle service linking Lompoc with the Santa Barbara/Goleta area.

Three times daily (Monday-Saturday) CITY provides inter-city fixed-route service linking Lompoc with the Cities of Buellton and Solvang.

CITY currently contracts with a private operator for its daily transit operations. CITY’s Public Works staff conducts all maintenance on the COLT fleet and provides the fuel for the normal operation of the COLT service.

The successful proposer will manage all operations-related functions from CITY’s Public Works facility located at 1300 West Laurel Avenue, or a new planned facility at 320 North ‘D’ Street, in Lompoc.

Total estimated revenue hours for these services are:

Approximate Annual Revenue Hours:

	<u>Current</u>	<u>Anticipated</u>
COLT Fixed-route:	15,445	15,445
Demand-response:	6,852	6,852
Santa Barbara Shuttle	957	957
Hancock service	607	607
Total:	23,861	23,861

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The contractor must obtain and keep current all required licenses and permits to operate in the COLT service area within the scope of this contract service.

The COLT service area boundaries include Vandenberg Village, Mesa Oaks and Mission Hills, as well as all areas within CITY limits and the Bridgehouse Shelter located just east of CITY limits. Transportation outside of this service boundary is limited only to the Santa Barbara Shuttle and the Wine Country Express.

Service is not available on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, June 19th, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day. CITY reserves the right to operate modified schedules in conjunction with holidays or other special events, given a one (1) week notice to the Contractor. The modified schedules will in no way alter the contract, nor will they be considered adjustment to service, nor will it result in compensation either to the Contractor or CITY.

Typical COLT service hours:

Monday – Friday 6:10 a.m. to 7:10 p.m.

Monday – Thursday 8:00 p.m. to 10:00 p.m. (Hancock College on-demand service)

Saturday 9:00 a.m. to 5:00 p.m.

Sunday No Service

Contractor will be expected to provide dispatch coverage during all hours during which COLT is in operation, plus additional time prior to and subsequent of revenue service to assure all runs are covered by qualified drivers. Exact hours of operation are subject to change at CITY's sole discretion.

2.2 Adjustment to Service

CITY reserves the right to adjust service at any time without any adjustment to the unit cost per revenue hour with the Contractor. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, CITY reserves the right to negotiate a revised unit cost per revenue hour with the Contractor.

2.2.1 Special Services

The Contractor from time to time may be required to provide special event-related services. Special event services may vary from year to year. Special

event services shall be billed at no more than the agreed upon firm-fixed unit cost.

2.3 Drivers

2.3.1 Qualifications/Standards

The Contractor shall conduct an adequate background check on each driver to ensure he/she meets the following standards and are qualified to perform public transportation services:

- A. All operators must be employees (full or part-time) of the Contractor. The Contractor may not sub-contract with individuals to execute trip assignments.
- B. Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, air brake endorsement, current possession of a Class A or B license, and any other certifications as required by the State of California to operate the services as described herein.
- C. Not more than two (2) moving violations in the past five (5) years and no DWI/DUI conviction within the prior seven (7) years.
- D. Demonstrated command of the English language, both oral and written.
- E. Sensitivity to customer needs.
- F. Ability to resolve complaints and problems in a courteous and professional manner, as required.
- G. No felony conviction history.
- H. Must pass Federal Drug and Alcohol Testing regulations (see Appendix 10).

2.3.2 Training

Contractor shall be responsible for all aspects of training, including the provision and payment for the required training.

Contractor must provide an orientation and training plan outlining how drivers with recent transit operating experience have been previously trained to an equivalent level as required by the "new trainee" program below.

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All drivers without recent transit bus operations experience, hired by the Contractor must attend, at a minimum, the following training:

A minimum of eighty (80) hours of training per driver, of which at least thirty-two (32) hours shall be behind-the-wheel of a vehicle, including at least eight (8) hours of system and route training/orientation. This training must be completed before a driver can be placed into unsupervised revenue service.

Within this required training period, Contractor shall instruct drivers in at least eight (8) hours of disability awareness sensitivity training, which includes ADA regulations and procedures; four (4) hours of sexual harassment training; eight (8) hours of passenger control/difficult passenger training; and eight (8) hours of defensive driving training. CITY reserves the right to review all training materials, and to monitor training sessions. The Contractor shall arrange and pay for this training.

Contractor shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training.

The cost of driver wages accrued during all training shall be borne by the Contractor.

Contractor shall be required to ensure all operators and dispatch staff is aware of proper customer communication practices required for polite and courteous customer assistance.

Contractor shall ensure all operators complete training prior to their operation of a vehicle in revenue service. The Contractor will also be responsible for providing remedial training for any driver who demonstrates an absence of appropriate skills.

Training during and subsequent to training for new hires, such as recurrent training and retraining, shall be conducted by the Contractor. The Contractor shall be required to have an Operator Development Program in place to address all operator-related training needs. CITY shall inform the Contractor in writing of any changes in operating procedures. The Contractor will be responsible for any training at its cost for existing operators which are needed as a result of altered or modified procedures.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by the Contractor and furnished to CITY or its representative upon request.

All training programs shall be subject to CITY approval within a reasonable timeframe.

2.3.3 Uniform Specifications and Appearance Standards

a. Uniform Specifications

The Contractor shall develop a dress code that will be subject to CITY approval. Such dress code will feature, at a minimum, both shirt/blouse and slacks (standardized dress shorts permitted with City prior approval). Drivers shall wear name tags clearly displaying their first names at all times while performing their duties. Uniforms shall clearly display (separately) both the name of the contracting firm and name of the transit service. Each driver shall have an accurate timepiece available and in clear sight at all times during vehicle operations.

The dress code shall include shoes that shall be solid, plain-toe military style oxford. Low-cut and high-top tennis shoes are not permissible. Suede shoes, sandals, cleated, or open-toe shoes will not be permitted.

Consideration for safety must be applied to all dress code elements.

b. Appearance Standards

At all times while on duty, drivers shall be well-groomed, clean, and in complete uniform. Drivers shall conform to the following standards of appearance at all times while on duty or when in uniform. All drivers must be neat in appearance, no visible tattoos and body piercings, uniform clean and pressed, shoes shined, hair clean and neatly presented.

2.3.4 Removal

CITY may require the Contractor to immediately, pending investigation, remove any driver from revenue service for any one of, but not necessarily limited to, the following:

- A. Committing unsafe or inappropriate acts while providing service.
- B. Revocation, suspension, or non-renewal of a valid California driver license.
- C. Conviction of any felony criminal offense.
- D. Unacceptable customer service as reported by customers, other drivers, or directly observed by CITY staff or agents thereof.

E. Non-compliance with CITY -specified appearance standards.

2.4 Personnel

The Contractor shall furnish all operators, porters/bus washers, dispatchers, supervisors, administrative personnel, and other supporting services necessary for the provision of the transportation service in accordance with this Contract.

CITY reserves the right to review the resumes of management personnel assigned to this Contract. Contractor's project manager shall meet with CITY's representative as required (but not less than monthly).

As part of this proposal, proposers shall include proposed driver, dispatch, training and safety manager(s), road supervisor(s), support personnel, and project manager wage and benefit packages, which will be offered to each of the referenced employment classifications upon contract commencement.

2.4.1 Required Management Personnel

CITY requires a full time Project Manager be on duty during all service hours. A Training/Safety Manager/Road Supervisor is also required. The Project Manager must be approved by CITY. Project Manager information must include a full resume, work history and 3 work-related references.

The Contractor shall provide road supervision personnel on duty prior to driver rollout to assure complete route coverage/schedule adherence. All cleaning and other personnel working after normal service hours shall be appropriately supervised.

Proposers must include complete employment history and resume materials for the project manager being proposed. This position is critical to the success of the operation and significant scrutiny of the proposed project manager is to be expected.

2.4.2 Supervision

Contractor shall provide a qualified supervisor at all times during program operations to provide continuous daily street supervision of contracted service including the monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, and customer relations). This supervision will also include responses to investigation of accidents, and customer complaints. CITY also reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Contract.

2.4.3 Dispatching/Radio Control

CITY will equip its transit vehicles with appropriate communication equipment (i.e., radios). The Contractor will provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems, which could impact transit service. The Contractor provides the base station and accessories. The Contractor is expected to ensure that the equipment provided is well maintained and functioning.

2.4.4 Safety and Security

The Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by CITY, as well as for records of all transit operations. Contractor shall be responsible for safety and security of passengers during operations and for all related equipment and facilities. Contractor shall include specific procedures in the proposal, which define the safety and security program for transit service. Safety and organizational meetings shall be held with all employees at least once monthly.

Contractor shall report all hazardous conditions (e.g., trees, signs, road conditions, etc.) within the respective service area to CITY and/or other appropriate authority and take necessary precautions to safeguard passengers, personnel, and equipment.

Contractor shall not permit drivers to bear weapons of any type (pocket knives are exempt only if the blade is no longer than two inches) on Contractor, or City property, facilities, or onboard vehicles while operating a vehicle under the terms of this agreement.

2.4.5 Injury and Illness Prevention Plan

Proposer shall maintain and provide a copy of the Contractor's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulations, Sec. 3203.

2.5 City-Owned Vehicles

A. The Contractor shall be initially provided air conditioned, wheelchair accessible vehicles. An adequate number of vehicles will be made available to the Contractor to assure at least a twenty percent spare ratio. Contractor may utilize CITY-owned vehicles for driver training. See Appendix 11 for Fleet Rosters.

- B. CITY shall pay for all repairs unless the repairs arise/result from Contractor negligence.

CITY reserves the right to add/subtract or substitute vehicles for those described herein.

CITY will not provide Contractor with any non-revenue vehicles to conduct daily non-revenue service tasks. Contractor shall be responsible for providing any non-revenue vehicles that may be desired for running of errands, field review of operations, shuttling of drivers, etc.

2.5.1 *Transition of Vehicles to New Contractor*

CITY and incoming Contractor will jointly inspect each vehicle and sign off on the inspection sheet.

2.5.2 *Operating Mode*

CITY will provide all revenue service vehicles. The Contractor is required to provide the necessary drivers, supervisory/management services, and all other goods and services needed to provide the services described in this Scope of Services unless expressly stated such goods and services will be provided by the City.

2.6 *Facilities*

COLT

Contractor shall occupy and perform services as required by this RFP from CITY of Lompoc's Public Works Yard located at 1300 West Laurel Avenue or a new facility planned at 320 North D Street, in Lompoc. Contractor shall share this facility with CITY administrative staff and fleet maintenance staff. City Fleet maintenance staff shall perform vehicle maintenance and occupy the maintenance portion of the facility. Said facility shall be used for the storage, maintenance, and servicing of all vehicles associated with this contract.

2.6.1 *Vehicle Maintenance*

COLT

CITY will be responsible for all vehicle maintenance. Such maintenance shall be performed at an appropriate facility provided by CITY. CITY shall pay for all repairs unless the repairs result from Contractor negligence. It is CITY's responsibility to determine negligence based on common industry practices.

2.6.2 Fuel

CITY will provide all fuel necessary for the operation of City owned transit vehicles.

2.7 Software/Hardware/Furniture

The Contractor will be required to supply all administrative office furniture/software, and all computer hardware associated with this contract. Contractor will utilize current scheduling software, provided by CITY, as well as be proficient in the use of Apollo video software currently in use by CITY.

2.7.1 Fare Collection

The Contractor shall collect the fares and charges as established by CITY. Fare collection and all security-related measures shall be solely the responsibility of the Contractor. The Contractor shall be required to provide the following materials or information:

- A. Documentation showing fares collected which shall be reported monthly (by day) and segregated by service type (i.e., fixed-route, Dial-A-Ride, etc.)
- B. Fare boxes shall be provided by CITY and maintained by CITY.

CITY reserves the right to approve any fare collection system implemented throughout the contract term. CITY reserves the right to examine all records relating to fares collected at its discretion, including retaining the services of an independent third-party auditor.

Contractor shall sell COLT, Breeze, and Clean Air bus passes from CITY Maintenance and Operations Facility as part of the program duties.

2.7.2 Telephone Information Service

Contractor shall provide dispatch and customer information service to the public in English and Spanish during all operating hours. Demand-response reservations shall be taken during all operating hours. CITY will provide sufficient phone lines dedicated to the service. These phone lines are for the sole purpose of providing customer information and shall not be used for any other purpose.

2.8 Equipment Condition

Vehicles placed in service by Contractor must, without exception:

- A. Be cleaned daily inside and outside. Exterior washed once a week.
- B. Vehicle floors will be swept and mopped daily.
- C. Driver area will be wiped down. This shall include, but not be limited to, dash controls, dashboard, above the driver area, and along the front dashboard.
- D. Have fully operational heating and air conditioning, wheelchair lifts, securement belts, flip seats, radios, fareboxes, and destination signs.
- E. Be free of body damage, nor any missing or unpainted panels.
- F. Be free of graffiti on the exterior and the interior.
- G. Have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc.)
- H. No vehicle shall be cannibalized for parts for any reason without prior written consent of CITY.

2.9 Data

2.9.1 Daily Statistics

The following information will be provided on a daily basis.

- A. Summary of driving and industrial accidents and incidents for previous day.
- B. Wheelchair boardings attempted/successful for the previous day.
- C. Number of late/missed trips for previous day and the cause.
- D. Number of overloads experienced for the previous day.

Written accident reports must be submitted to the respective entity within 24 hours of the incident.

2.9.2 Weekly Reports

The daily statistics shall be aggregated to a weekly and month-to-date basis and a report provided to CITY on a monthly basis. In addition to the daily indicators, ridership counts segregated by service, service type, and route as well as the

number and type of complaints received for the week must be included in the weekly report.

2.9.3 Monthly Reports

The following performance indicators must be reported monthly.

- A. Miles between road calls,
- B. Miles between maintenance road calls,
- C. Number and percentage of missed/late pull-outs,
- D. Number and percentage of missed/late trips,
- E. Number and percentage of on-time performance,
- F. Number of complaints/1,000 passengers,
- G. Total accidents/100,000 miles,
- H. Collision accidents/100,000 miles,
- I. Total preventable accidents/100,000 miles,
- J. Passenger accidents per 100,000 miles,
- K. Wheelchair boardings,
- L. Drug and Alcohol tests,
- M. Driver/Dispatcher training activities,
- N. Driver evaluations,
- O. Ridership counts by day, mode, route, and fare type;
- P. Revenue Miles by Mode,
- Q. Revenue Hours by Mode, and
- R. Fare Revenue by Mode.

2.9.4 Customer Complaints

Contractor will contact by telephone, or follow up with written correspondence if necessary, to the complaint. If an investigation is required, Contractor will conduct an investigation and the initiator will be contacted by telephone or written correspondence regarding the results of the investigation. Contractor shall respond to customer complaints within one (1) business day of receipt. The Contractor will be required to track and report to CITY all complaint information within twenty-four (24) hours of receipt of complaint. A written Customer Concern report must be generated and submitted to CITY for each complaint received.

2.9.5 NTD Reporting

All public transit service provided under this Agreement must be reported annually to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) report. As part of the annual NTD reporting requirement, the Contractor shall conduct on-board data sampling each year as directed by the FTA/NTD, to statistically compute valid passenger mile data. The Contractor agrees to use the technique described in FTA Circular **C 2710.1A (dated July 18, 1988) or any updated version(s)**. The Contractor shall submit the daily random-sample trip sheets no later than the tenth (10th) calendar day for the previous month's sampled trips to CITY. The Contractor shall prepare a quarterly report of the randomly-selected trips to be submitted to CITY no later than thirty (30) days after the end of each quarter and prepare an annual summary to be submitted to CITY no later than thirty (30) days after the end of the fiscal year. Contractor shall be responsible for ensuring that all reported NTD data meets FTA requirements and definitions. Contractor shall be responsible for maintaining the most recent NTD data collection procedures. The monthly, quarterly, and annual reports shall be considered missed if not submitted to CITY by the tenth (10th) calendar day or thirty (30) days after the end of the quarter or fiscal year, respectively, and be considered a cause for termination (default) of this Contract. Contractor shall conduct any mandatory sampling that NTD may require of CITY at any time during the resulting contract term.

2.9.6 Drug-Free Workplace Policy

The Contractor is required to develop and implement procedures that comply with CITY's Drug-Free Workplace Policy and applicable FTA requirements (Appendix 1).

2.9.7 Performance Specifications

All performance specifications will be strictly adhered to in order to provide the highest level of service possible. CITY reserves the right to monitor the Contractor in its performance of the Contract to ensure all performance specifications are adhered to.

To receive full compensation, the Contractor is required to meet or exceed the following standards of performance on a monthly basis:

Operating Performance Standards - Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the public. Service shall be provided as scheduled or according to any adjusted schedule established by CITY, including route modifications required because of a declared emergency. The Contractor shall strive to maintain on-time performance, however, Contractor shall not be held responsible for the failure to provide on-time service due to

weather, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to CITY.

Personnel Performance Standards - Regularly assigned drivers must be available at all times of transit operation to ensure consistent and reliable service under the Contract.

All personnel are responsible for knowledge of the service. Project personnel must maintain a courteous attitude, answering to the best of their ability, any questions from the public regarding the provision of service. Customer service training must include a focus on positive customer relations. Personnel must report customer complaints and/or operational problems to the Contractor's project manager who will be responsible to inform CITY. All customer complaints must be reported to CITY within twenty-four (24) hours of being received.

Drivers must accurately and completely submit the required operating reports each day.

2.10 Marketing and Public Relations

CITY shall be responsible for all marketing and public relations activities relating to its public transit program.

CITY shall furnish all schedules, maps, transfers, passes and other printed materials required for marketing the service. The Contractor shall distribute onboard notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CITY from time to time. CITY shall be the exclusive public media contact in connection with the transit program. Under no circumstances shall the Contractor or its employees be permitted to distribute any unauthorized printed or written materials without prior written permission from CITY.

2.10.1 Advertising on Vehicle Exterior and Interior

CITY may, during the course of this contract, require the Contractor to allow vendors contracted by CITY access to vehicles assigned to this contract to install and remove advertising material. All advertising materials will meet uniform size requirements, and are subject to CITY approval prior to being installed.

2.10.2 Signage

Contractor shall display required head signage, in plain view, in all transit vehicles, while in revenue service.

2.11 Operating During an Emergency

In the event of an emergency, the Contractor shall deploy vehicles in a manner described by CITY. Emergency service does not constitute an expansion of service. CITY shall be obligated to compensate the Contractor for emergency service significantly exceeding the normal expense of operating the transit service during such period of declared emergency.

APPENDICES

- Appendix 1: Federal Requirements**
- Appendix 2: Standard Contract**
- Appendix 3: Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters**
- Appendix 4: Certification of Lower Tier Participants Regarding Disbarment, Suspension, and Other Ineligibility and Voluntary Exclusion**
- Appendix 5: Certification of Restrictions on Lobbying**
- Appendix 6: Buy America Certificate**
- Appendix 7: Bid Protest Procedures**
- Appendix 8: Sample Transit Operations Report**
- Appendix 9: National Transit Database (NTD) Reporting Requirements**
- Appendix 10: Drug & Alcohol Testing Requirements**
- Appendix 11: City of Lompoc Transit (COLT) Fleet Roster**
- Appendix 12: COLT Service Brochures**
- Appendix 13: Cost Proposal Format**

**APPENDIX 1
FEDERAL REQUIREMENTS**

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the Contractor. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement.

1. FEDERAL GRANT CONDITIONS

The proposer's attention is called to the fact this contract is subject to a financial assistance contract between the City of Lompoc and the Federal Transit Administration (FTA) of the United States Department of Transportation ("DOT"). Contractor shall always comply with all applicable FTA regulations, policies, procedures, and directives including without limitation those listed directly or by reference in the FTA Master Agreement between the respective entity and FTA, as amended, and are incorporated herein by this reference. The Contractor shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY directives, which would cause CITY to be in violation of the FTA requirements. Contractor's failure to comply with these FTA requirements and CITY directives shall constitute a material breach of this Contract.

The Contractor understands Federal laws, regulations, policies, and related administrative practices applicable to this contract on the date the contract was executed may be modified from time to time. The Contractor agrees the prevailing Federal requirements will govern the administration of this contract at any time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language of this contract, or a letter signed by the FTA Administrator the language of which modifies or otherwise conditions the text of a particular provision of this contract. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the contract has been executed and may apply.

If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend this Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid to Contractor and time of performance shall be equitably adjusted.

2. ACCESS TO RECORDS AND REPORTS

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Contractor agrees to provide CITY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39(i)(11).)

FTA does not require the inclusion of these requirements in subcontracts.

3. 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.

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

- 1 Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order

No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

- B. 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.

4. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

The Contractor agrees to comply with the following requirements if applicable to the provision of services under the Contract:

- A. The Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq.;
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794;
- C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. §5301 (d);

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- D. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R. Part 37.
- E. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Parts 27, 37 and 38.
- F. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35.
- G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36.
- H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.
- J. FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- K. Federal civil rights directives and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

5. PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a

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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 CITY of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

6. SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Contractor was required to execute and submitted Form APP-B5 "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion" included as Appendix 4 to the RFP in as part of its proposal. As required therein, this certification must be included in any lower tier covered transaction it enters into.

7. DISCRIMINATORY SPECIFICATIONS

The Contractor agrees that it will comply with the provisions of 49 U.S.C. §5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by Contractor for work to be performed under this Contract.

8. COMPLIANCE WITH ENVIRONMENTAL STANDARDS

A. Compliance with Environmental Standards (Clean Air and Clean Water Acts): Contractor agrees to comply with the provisions of the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Clean Water Act, as amended, sections 33 and 12 of 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.; the Comprehensive Environmental Response,

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Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.

- B. The Contractor shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities.
- C. The Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- D. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. ENERGY CONSERVATION

Contractor shall comply with mandatory standards and policies relating to energy efficiency that 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. and 49 CFR Part 18.

10. CLEAN AIR ACT

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

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

Contractor agrees to comply with the following EPA regulations as applicable: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

11. CLEAN WATER ACT

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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. Contractor agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

12. RECYCLED PRODUCTS

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

13. FLY AMERICA

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 30110, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. LOBBYING RESTRICTIONS (Contracts over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any

registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The "Certification of Restrictions on Lobbying" and "Disclosure of Lobbying Activities Standard form LLL" required by 31 U.S.C. 1352(b)(5) and 49 C.F.R. 20.110 are attached to the RFP as Appendix 5.

15. POLICIES FOR ALL TIERS

Contractor agrees to include the following Sections of the FTA Grant Contract Provisions as set out in full in this Appendix 1 in all subcontracts of every tier:

- A. Federal Grant Conditions
- B. Federal Changes
- C. Federal Obligation
- D. Access to Records and Reports
- E. Nondiscrimination
- F. Access Requirements for Individuals with Disabilities
- G. Discriminatory Specifications
- H. Energy Conservation
- I. Recycled Products
- J. Fly America
- K. Debarred Proposers (contracts over \$25,000)

This summary is provided for convenience only. Some FTA Grant Contract Provisions must be set out specific limited types of subcontracts and are not listed herein. Contractor must determine whether each FTA Grant Contract Provision requires inclusion in a subcontract.

16. POLICIES FOR SELECTED CONTRACTS

Contractor agrees to also include the following Sections of the FTA Grant Contract Provisions as set out in full in this Appendix C in all subcontracts of every tier exceeding \$100,000:

A. Compliance with Environmental Standards

B. Clean Air Act

C. Clean Water Act

D. Lobbying Restrictions

This summary is provided for convenience only. Some FTA Grant Contract Provisions must be set out specific limited types of subcontracts and are not listed herein. Contractor must determine whether each FTA Grant Contract Provision requires inclusion in a subcontract.

17. PRIVACY ACT

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

A. 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, U.S.C. §552(a). 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.

1. 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.

18. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of its contract with CITY. Contractor's failure to so comply shall constitute a material breach of its contract with CITY.

19. FEDERAL OBLIGATION

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- A. CITY and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to CITY, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. 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.

20. INCORPORATION OF FTA 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 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of CITY's requests which would cause CITY to be in violation of the FTA terms and conditions.

21. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

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

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

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

22. 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.

23. SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients 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 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.

24. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. It is the policy of the US Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall be encouraged to participate in the performance of contracts financed whole or in part with federal funds. As a condition of federal grant assistance, CITY has adopted a DBE program for CITY's federally funded contracts. No DBE goal has been established for this project. However, proposers shall ensure that DBEs could participate in the performance of this contract and shall take all necessary and reasonable steps to obtain DBE participation. The contractor shall not discriminate based on race, color, national origin, sex, disability, or age in the award and performance of subcontracts.
- B. Contractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CITY. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- E. Contractor must promptly notify CITY, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

25. DRUG AND ALCOHOL TESTING

Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, CITY, to inspect the facilities and records

associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor agrees to comply with the "Implementation Guidelines" set forth in Appendix B. Further, to certify compliance, 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.

26. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor is encouraged to comply with the terms of the following Special Provision.

A. Definitions. As used in this Special Provision:

1. "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
2. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety. The Contractor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
 - a. Contractor-owned or Contractor-rented vehicles or CITY-owned, leased or rented vehicles.
 - b. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - c. Any vehicle, on or off duty, and using an employer supplied electronic

device.

2. Conduct workplace safety initiatives in a manner commensurate with the Contractor's sized, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

27. TERMINATION CLAUSES

- A. Termination for Convenience. When it is in CITY's best interest, CITY reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITY. If the Contractor has any property in its possession belonging to CITY, the Contractor will account for the same, and dispose of it in the manner CITY directs.
- B. Lack of Beneficial Results. This Agreement may also be terminated if the City and the Contractor agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the project equipment or otherwise complete the project.
- C. Termination for Default. CITY may terminate this Agreement upon a finding that the Contractor has not made satisfactory progress toward procuring the project equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, or that the Contractor is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the Contractor thirty (30) days to correct the default. CITY shall be the sole judge as to whether the Contractor's corrective measures are adequate. If the Contractor fails to remedy, to CITY's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement CITY shall have the right to terminate the Agreement without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against the Contractor.
- D. Period of Performance Extension. If it is later determined by CITY the Contractor had an excusable reason for not performing, such as a strike, fire,

or flood, events which are not the fault of or are beyond the control of the Contractor, CITY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- E. Mutual Termination. The project may also be terminated if CITY and the Contractor agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the project equipment or otherwise complete the project.

28. DISPUTES

CITY and the Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the authorized CITY Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. CITY Representative shall make a written decision regarding the dispute and will provide it to the contractor. The Contractor shall have an opportunity to challenge CITY's Representative's determination but must make that challenge in writing within ten (10) working days to CITY's Chief, Representative or his/her designee. If the Contractor challenge is not made within the ten-day period, CITY Representative shall become the final decision of CITY. CITY and the Contractor shall submit written, information and supporting data in support of their respective positions. The decision of CITY's Representative or his/her designee shall be final, conclusive, and binding regarding the dispute, unless the Contractor commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

29. INTELLIGENT TRANSPORTATION SYSTEMS – NATIONAL ARCHITECTURE

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

APPENDIX 2
DRAFT STANDARD CONTRACT

CONTRACT FOR
TRANSIT SYSTEM OPERATION SERVICES

Between

City of Lompoc
And

CONTRACT FOR TRANSIT SYSTEM OPERATION SERVICES

This Agreement is made and entered into by and between the City of Lompoc, a municipal corporation ("CITY") and _____, a _____ ("CONTRACTOR").

WHEREAS, CITY has a need for operations and management services in connection with the City of Lompoc Transit program, known henceforth as COLT; and

WHEREAS, CONTRACTOR has represented it has the experience, expertise, skills, personnel, and qualifications to perform such services for CITY.

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. Engagement. CITY hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform for CITY the services hereinafter set forth for the payments hereinafter set forth, all pursuant to the terms and conditions herein.
2. Documents Incorporated by Reference. Attachment A, CITY'S Request for Proposal; Attachment B, Compensation as stated in CONTRACTOR'S proposal and cost calculations in conformance with CITY'S Request for Proposal, and subsequent correspondence are attached hereto and hereby incorporated herein by reference and made a part of this Agreement, as if fully set forth at this point.
3. Scope of Service. Pursuant to this Agreement, CONTRACTOR shall, upon receiving CITY'S notice to proceed, do all things necessary to operate and provide day-to-day supervision relating to the COLT program, including but not limited to:
 - a. Providing the day-to-day operations of COLT,
 - b. Providing for employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, clerical, and other personnel,
 - c. Providing for operation of training and safety programs,
 - d. Providing for preparation of performance reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services,
 - e. Providing for vehicle cleaning and servicing as specified,
 - f. Providing equipment and supplies required for the operation of COLT unless specifically identified to be contributed by CITY,

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- g. Utilizing, implementing, and integrating any computerized scheduling and dispatching software provided by CONTRACTOR,
- h. Providing such other work as may become necessary in connection with the COLT program as discussed within the Request for Proposal, attached hereto, and
- i. Providing vehicle monitoring system with video event date recorder and GPS tracking camera on all COLT buses. Software access to all modules shall be provided to CITY.

CONTRACTOR will be subject to the general policies and direction of CITY with regard to COLT operation and to the provisions and requirements of this Agreement, and applicable federal, state, and local laws and regulations.

CONTRACTOR shall provide paratransit service as required by Code of Federal Regulations, Title 49, Part 37. The minimum service provided shall be service to any eligible person at any requested time on a particular day in response to a request for service made the previous day. CONTRACTOR will utilize dispatch software and provide drivers for partial days to provide an efficient service that minimizes Vehicle Revenue Hours. Vehicle Revenue Hours for paratransit service shall not exceed 25.54 hours per day Monday thru Friday and 8 hours per day on Saturday without the prior approval of CITY's Authorized Representative. CITY reserves the right to revise these not to exceed hours per Section 7.

4. CITY'S Responsibilities:

- a. CITY shall be responsible for providing one administrative office to be used exclusively for the operation of the COLT Transit program from which CONTRACTOR will operate. The parties agree the cost for rental of that office has been incorporated into the compensation paid by CITY to CONTRACTOR so no additional rent is due.
- b. CITY shall be responsible for providing all COLT revenue vehicles to be operated by CONTRACTOR, which shall be properly licensed and certified.
- c. CITY shall be responsible for all COLT vehicle fuel and maintenance (routine and non-routine, for preventive and non-recurring) necessary for the operation of the COLT program.

5. CONTRACTOR Program Manager. CONTRACTOR agrees _____ shall staff the position of Program Manager and shall be physically onsite at COLT a minimum of 40 hours per week. If CONTRACTOR decides to change the Program Manager, then such change must be acceptable to CITY, as evidenced in writing signed on behalf of CITY.

In the event CITY, in its sole judgment/determination/opinion, determines any Project Manager is not providing the service required by this Agreement, CITY shall notify CONTRACTOR, in writing, specifying concerns. CONTRACTOR shall have ten (10) working days to resolve such concerns to CITY'S satisfaction. If CITY remains dissatisfied, then CITY shall notify

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CONTRACTOR and CONTRACTOR shall replace the Program Manager within ten (10) days after the final notice.

6. Compensation. The total compensation CITY will pay CONTRACTOR for the services provided pursuant to this Agreement, as follows:

CONTRACTOR shall be paid based on Actual Vehicle Revenue Hours. Actual Vehicle Revenue Hours are the hour's vehicles travel while in revenue service. Vehicle revenue hours include layover/recovery time, but exclude deadhead and training operations prior to revenue service and road tests. CONTRACTOR shall provide monthly accounting based on the agreed upon compensation in Attachment B. That rate shall be deemed fully inclusive for all services provided under this Agreement. Compensation formula (*i.e.*, total number of actual vehicle revenue hours multiplied by the negotiated hourly rate) shall be in full compliance with the terms as outlined in CITY'S Request for Proposal.

CONTRACTOR shall submit a monthly itemized statement and performance report in a format approved by CITY'S Authorized Representative. CITY shall pay each correctly submitted monthly invoice for services satisfactorily performed in full within thirty (30) days after receipt of that correctly submitted invoice. CONTRACTOR shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of three (3) years following the completion of the Services assigned. Such records shall be made available for copying, inspection or audit by duly authorized CITY employees or independent agents of CITY during reasonable business hours.

7. Changes in Scope of Work. Without invalidating this Agreement, CITY may from time to time order changes in the scope and/or extent of COLT operations to respond to market demand, special events, and other occurrences without requiring amendments pursuant to this Article; provided, that such changes do not result in a change in the number of annual revenue hours, from those stated in Attachment A, of more than twenty percent (20%).

8. Term of Contract: The initial term of this Agreement shall be for the period commencing at 12:01 A.M. on July 1, 2023, and terminating at 11:59 P.M. on June 30, 2025, unless terminated pursuant to Paragraph 9 below.

CONTRACTOR will complete all applicable training requirements during the month of June, 2023, commence operations on July 1, 2023, and operate and maintain the service for a two-year period ending on June 30, 2025.

9. Termination:

This Agreement may be terminated by either CITY or CONTRACTOR for any of the following reasons:

a. CITY may terminate this Agreement in the event CONTRACTOR does not comply with any of the provisions and requirements imposed upon it by this Agreement. CONTRACTOR shall not be obligated to perform pursuant to this Agreement due to unforeseeable causes or events beyond the control of CONTRACTOR. Such unforeseeable causes or events may include fires,

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floods, snowstorms, epidemic quarantine, restrictions, strikes, freight embargoes, or public road closures. In each instance, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. If the performance of any service is excused under this paragraph, then CONTRACTOR shall not be entitled to any compensation.

When CONTRACTOR has knowledge any actual or potential cause or event may delay or prevent performance of this Agreement, it shall, on a timely basis, notify CITY, and thereafter shall continue to report to CITY all relevant information as it becomes known.

b. If this Agreement is to be terminated pursuant to subparagraph a., above, then CONTRACTOR shall be given five (5) business days to correct the specified deficiencies. If CITY is not reasonably satisfied with CONTRACTOR'S corrective effort, then CITY shall give five-days' written notice to CONTRACTOR of the termination of this Agreement.

c. CITY may also terminate this Agreement upon not less than sixty (60) days prior written notice to CONTRACTOR in the event that funding derived from either Federal, State, County, or CITY sources is terminated or reduced to the extent CITY determines it is no longer feasible to continue COLT operations pursuant to this Agreement. Under the above circumstances of termination, CONTRACTOR shall be paid any compensation due for COLT operations through the date of termination.

d. In the event of termination of this Agreement for any reason, all pertinent data prepared in support of the COLT program shall be made available to CITY without additional cost, and all materials, supplies and equipment provided by CITY under this Agreement shall be immediately returned to CITY.

10. Sale or Transfer. CONTRACTOR agrees it will not sell, assign, or transfer, in whole or in part, any right, title or interest it possesses by reason of this Agreement to any other person or entity without first obtaining the written consent of CITY to such sale, assignment, or transfer. If CONTRACTOR is acquired or purchased by any other company or corporation, then CITY has the right of termination of this Agreement. In the event of any violation of this Section, CITY may immediately terminate this Agreement.

11. Contract Transition. CONTRACTOR shall provide to either CITY or its designated agent, CONTRACTOR'S full cooperation in the transition to any successor to this Agreement for up to sixty (60) days, prior to or following, the effective date of the termination or expiration of this Agreement.

12. Conflicting Use. CONTRACTOR shall not use any vehicle, equipment, personnel, and other facilities, which are dedicated to CITY for performing services under this Agreement for any use whatsoever, other than as provided for in this Agreement without the prior written approval of CITY.

13. Independent Contractor. CONTRACTOR'S relationship to CITY in performance of this Agreement is that of an independent Contractor.

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The personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control, and are employees of CONTRACTOR and not employees of CITY.

CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, and similar matters.

CONTRACTOR shall notify its employees by written notice any and all obligations in connection with their employment are those of CONTRACTOR and not CITY.

14. Conflict of Interest. No officer, employee, director, or agent of CITY shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

15. Insurance. With respect to performance or work under this Agreement, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to secure and maintain insurance as described below:

CONTRACTOR shall, at CONTRACTOR'S sole expense and throughout the term of this Agreement and any extension thereof, maintain adequate insurance to protect it from claims under the Worker's Compensation Acts.

CONTRACTOR shall also, at CONTRACTOR'S sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry general personal injury, general liability, and automobile liability insurance with limits of not less than ten million dollars (\$10,000,000) for the injury or death of a person or persons and property damage in any one accident.

CITY, its elective officials, officers, employees, and agents shall be named as additional insured on the general liability and automobile liability policies. Each type of insurance shall be written by a financially responsible company or companies authorized to do business in the State of California.

CONTRACTOR shall provide CITY with certificates of insurance acceptable to the CITY for all policies written, and each shall contain an endorsement prohibiting cancellation unless thirty (30) days written notice is first given to CITY by the insurance company or companies providing said coverage.

16. Incorporation of Federal Requirements. The Federal Requirements in Attachment A, and all documents referenced therein, are incorporated into this Agreement. CONTRACTOR shall comply with all such requirements. In case of any conflict or discrepancy between the Federal Requirements and the other terms of this Agreement, the Federal Requirements shall prevail.

17. Performance Guarantee. CONTRACTOR shall perform no services pursuant to this Agreement, nor be entitled to compensation, unless and until CONTRACTOR submits a bond or other acceptable security to CITY. Such bond shall be executed by CONTRACTOR and a surety

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company licensed to do business in the State of California. Such bond shall be in the amount of ten percent (10%) of the annual Contract amount and shall at all times be kept in full force throughout the term of this Agreement.

The condition of such bond shall be CONTRACTOR shall fully and faithfully perform all conditions and covenants of this Agreement or the face amount of such bond shall be forfeited to CITY.

This bond may be in the form of a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date CITY makes any demands for payment on the bond or until CITY releases such claim.

Provision of such bond, or its equivalent, approved by CITY is a material covenant of this Agreement.

CITY shall not approve any security that is not unconditionally payable to CITY upon its sole demand.

18. Fidelity Bond. CONTRACTOR shall secure for its employees a Fidelity Bond protecting CITY from employee theft up to the amount of Ten Thousand Dollars (\$10,000.00) for any one occurrence. Such Fidelity Bond shall name CITY as loss payee with respect to amounts claimed hereunder arising out of CONTRACTOR'S performance under this Agreement. CONTRACTOR shall provide CITY a copy of said bond accompanied by proof of payment for same.

19. Hold Harmless. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents from all costs (including reasonable attorney's fees and all court costs), expenses, losses, liabilities, claims, damages, causes of action and judgments arising out of or caused by any act or omission of CONTRACTOR, or any of its officers, agents or employees related to this Agreement.

20. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

21. Time is of the Essence. That time is of the essence of this Agreement.

22. Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. Interpretation. The terms and conditions of this Contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

24. Laws Governing Agreement. This Agreement shall be interpreted in accordance with the laws of the State of California. CONTRACTOR agrees this Agreement was entered into at Lompoc, California, and the County of Santa Barbara is the agreed upon venue for any litigation

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as a result of breach hereof or any questions arising hereunder.

25. Notices. Any notice required pursuant to this Agreement shall be mailed, first class postage pre-paid, to the following addresses:

CITY OF LOMPOC
Aviation/Transportation Administrator
100 Civic Center Plaza
Lompoc, CA 93436

CONTRACTOR

27. Understanding of the Parties. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of this Agreement shall be valid unless signed on behalf of CITY and CONTRACTOR.

28. Severability. Invalidation in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. CITY'S failure to insist in one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of CITY'S right to such performance by CONTRACTOR.

29. Authority. The City Manager of CITY, or his/her designee, shall have the authority to act for and exercise any of the rights of CITY as set forth in this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the day and year first set forth above.

CONTRACTOR

CITY OF LOMPOC

By: _____

By: _____
Dean Albro, City Manager

APPROVED AS TO FORM:

Jeff Malawy, City Attorney

ATTEST:

Stacey Haddon, City Clerk

ATTACHMENT A
CITY'S REQUEST FOR PROPOSAL

**ATTACHMENT B
COMPENSATION**

**APPENDIX 3
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (primary proposer), certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this proposal been convicted of 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding the application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or 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 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 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

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 Applicant's Attorney

Date

**APPENDIX 4
CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (sub-contractor) certifies by submission of this proposal that neither it is nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER TIER PARTICIPANT 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 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

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 Applicant's Attorney

Date

**APPENDIX 5
CERTIFICATION OF RESTRICTION ON LOBBYING**

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

1. No Federal appropriated funds have been 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the 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 the Federal appropriated funds have been paid or will be paid 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 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.
3. The undersigned shall require that the language of this certification be included in the award Documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loan, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2023.

Company Name: _____

By (signature of company official here)

Name and Title of Company Official

**APPENDIX 6
BUY AMERICA CERTIFICATE**

Certificate of Compliance with Section 165(a)

The proposer hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature

Company Name

Title

Or

Certificate of Non-Compliance with Section 165(a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7

Date: _____

Signature

Company Name

Title

**APPENDIX 7
PROPOSAL PROTEST PROCEDURES**

Under certain circumstances, an interested party to a procurement may protest to City the award of a contract that may or may not involve the direct application of funds from the Federal Transportation Administration (FTA). The mere fact that CITY is a recipient of FTA funds cannot be construed as evidence of FTA's involvement in a particular procurement.

These procedures are intended to ensure that valid complaints are properly handled and responded to. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

Detailed below are the CITY's Proposal Protest Procedures.

Lompoc City Code Protest Procedure
3/5/2019 <http://qcode.us/codes/lompoc/>

3.36.170 Procurement Protest Procedures.

Procurements by formal bids for public projects, materials, supplies, goods and services may only be protested in accordance with this Section. Protests not complying with the provisions of this Section shall not be reviewed.

- A. Grounds for Protest. Any interested party may file a written protest on any of the following grounds:
 - 1. The existence of a significant defect, error or omission in the solicitation documents issued by the City;
 - 2. Failure of the City to follow the procedures of this Chapter;
 - 3. Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents therefor;
 - 4. Award of the contract by the City to a bidder other than on the basis stated in the solicitation documents; or
 - 5. Such other grounds as would state a cause of action at law or in equity.
- B. Disallowed Protest Grounds. Protests based on the following grounds shall not be considered:
 - 1. An evaluator's professional judgment on the quality of a response;
 - 2. The proposer's assessment of the agency's needs or requirements; or
 - 3. Any grounds other than those listed above.
- C. Protest Filing and Delivery. Protests shall be in writing and hand delivered or sent by certified U.S. mail, return receipt requested:
 - 1. To the Purchasing and Materials Manager (for protests of purchases of materials, supplies, equipment, and services); or
 - 2. To the City Clerk (for protests related to public projects).
- D. Protest/Appeal Contents. Protest documents shall:
 - 1. Include the name, address, business telephone, email, and fax number of the protestor;
 - 2. Identify the procurement or project under protest by name, solicitation number, and submission date;
 - 3. Contain a concise statement of the grounds for protest and the facts supporting such grounds; include all supporting documentation. Documentation submitted after filing will not be reviewed;

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4. State the form of relief requested;
 5. Be accompanied by a certified check or cashier's check made payable to the City of Lompoc in the sum as the City Council may establish from time to time as published in the City's Master Fee Schedule. Protests filed without the fee will not be reviewed; and
 6. Protestors may be represented by legal counsel at their own expense. Protestors shall bear all costs of the protest other than salary and personnel costs of City employees.
- E. Pre-Opening Protest Period—Solicitation Documents. Interested parties wishing to protest City solicitation documents must do so before the final date to accept bids and within five business days after the date the solicitation documents are issued or amended.
- F. Post-Opening Protest Period. In cases of protests involving aspects of City procurement other than solicitation documents, the following procedures apply:
1. Interested parties shall protest City procurement matters other than solicitation documents within five business days after notice of intent to award are mailed.
 2. In the case of informal public project bids (per Section 3.36.025(D)), interested parties shall protest no later than two business days after notice of intent is mailed.
- G. Protest Process.
1. Procurement Staff Review. Upon receipt of a timely protest, procurement staff shall review all the submitted materials and create and retain a written record of their review. Not later than 20 days after receipt of the protest, procurement staff shall respond in writing to the protest and to each material issue raised in the protest.
 2. In the event of a timely protest, procurement staff shall not proceed with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted unless the City Manager determines the award of a contract without delay is necessary to protect substantial interests of the City.
 3. Procurement staff may elect, but are not obligated, to attempt to resolve the protest with the affected parties.
 - a) If procurement staff attempts resolution, then protestors shall be notified in writing of the date on which their matters shall be considered and shall be afforded an opportunity to present evidence for consideration to the City and such technical or other staff as the City deems necessary.
 4. Procurement staff shall make a protest determination to deny or uphold the protest and shall notify the protestor of that decision by mail. The decision notification shall include a statement the protestor has the right to appeal within five business days of the decision notification.
 5. Administrative Hearings Protests of Procurements.
 - a) Any protestor may appeal in writing the decision of the procurement staff to an administrative Hearing Officer within seven days after the date of the procurement staff's written decision in conformity with this Section.
 - b) A written request for administrative hearing shall be accompanied by a certified or cashier's check in the sum as the City Council may establish from time to time as published in the City's Master Fee Schedule, payable to the City of Lompoc, and shall be received by the Purchasing and Materials Manager (for goods or services) or City Clerk (for public projects) not later than seven days after dispatch of the procurement staff's protest determination sent by mail. The request for hearing shall include the specific grounds of the appeal.
 - c) The City shall select and engage an impartial and qualified person to act as Administrative Hearing Officer in the pending protest. The protestor shall have the right to twice reject the selected Administrative Hearing

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- Officer; provided, that the City is notified of such rejection in writing within three days after notice to the protestor of the name of the Administrative Hearing Officer.
- d) Protests shall be heard by an Administrative Hearing Officer, as soon as possible but not later than 60 days after the receipt of the protestor's request for hearing.
 - e) Within 14 days after the hearing, the Administrative Hearing Officer shall forward to the City Council his or her written findings and recommendations regarding disposition of the protest. The City Council may adopt or reject all or part of the findings and may accept, reject, or modify the recommendations of the Administrative Hearing Officer or, alternatively, render an independent decision and directions for disposition of the protest and the progress of the solicitation and procurement at issue. The City Council shall review, consider and issue a decision regarding the protest, as soon as normal scheduling for agenda items for Council meetings can provide.
 - f) All costs of the Administrative Hearing Officer and expenses of the protest shall be borne by the protestor. The sums deposited with the request for hearing shall be credited to the costs of the Administrative Hearing Officer and other hearing expenses. Any unexpended portion of the deposit shall be refunded to the protestor within 60 days following the exhaustion of the protestor's remedies.
- H. Protests of Federally Funded Procurements. If the protested procurement involves Federal funds, then the Administrative Hearing Officer shall accompany his or her decision with notice to the protestor of the right to appeal to the appropriate Federal agency, which shall be identified by name and address. Such an appeal shall be filed with such agency within seven days of the date of the Administrative Hearing Officer's written decision/notice to the protestor. Appeals to the Federal Transit Administration shall comply with FTA Circular 4220.1 or the most current version as amended and supplemented from time to time. (Ord. 1637(17) § 1; Ord. 1563(10) § 11; prior code § 2642)

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APPENDIX 8
SAMPLE TRANSIT OPERATIONS REPORT

	Week 1	Week 2	Week 3	Week 4	Week 5	Month TOTAL
FARE REVENUE						
Cash		\$ -	\$ -	\$ -	\$ -	\$ -
Punch Cards		\$ -	\$ -	\$ -	\$ -	\$ -
HOURS						
Revenue Hours- Fixed Route						0
Revenue Hours- DAR						0
Total Revenue Hours	0	0	0	0	0	0
Revenue Hours- Fixed Route						0
Revenue Hours- DAR						0
Total Deadhead Hours	0	0	0	0	0	0
System Total Hours	0	0	0	0	0	0
MILES						
Revenue Miles- Fixed Route						0
Revenue Miles- DAR						0
Total Revenue Miles	0	0	0	0	0	0
Non-revenue (Deadhead) Miles - Fixed						0
Non-revenue (Deadhead) Miles - DAR						0
Total Deadhead Miles	0	0	0	0	0	0
Total Combined Miles	0	0	0	0	0	0
RIDERSHIP FIXED ROUTE						
Adult						0
Senior/Disabled						0
Child						0
Free						0
Total Passengers	0	0	0	0	0	0
RIDERSHIP DAR						
Adult						0
Senior/Disabled						0
Child						0
Free						0
Total Passengers	0	0	0	0	0	0
PERFORMANCE						
Late Trips (+5 Minutes)	0	0	0	0	0	0
Wheelchair Boardings	0	0	0	0	0	0
Missed Trips	0	0	0	0	0	0
Complaints	0	0	0	0	0	0
Road Calls	0	0	0	0	0	0
Incidents/Accidents	0	0	0	0	0	0
STATISTICS						
Ridership % Adult - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - Fixed	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Adult - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - DAR	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Adult - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Senior/Disabled - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Child - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ridership % Free - System	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
EMPLOYEE HOURS						
Operators- Fixed Route						0
Operators- Dial-A-Ride						0
Dispatch						0
Management						0
Administration & Training						0
Safety Meetings						0

REQUEST FOR PROPOSALS: PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS

**APPENDIX 9
NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS**

MONTHLY RIDERSHIP FORM (MR-20) CONSOLIDATED NTD REPORT FOR FY 2023-24

Agency

Mode DR/FR

	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	SAFETY AND SECURITY **		
							Major Incident	Non-Major Incident	
Month							(Safety or Security)	(Safety)	(Security)
July '23									
August '23									
September '23									
October '23									
November '23									
December '23									
January '24									
February '24									
March '24									
April '24									
May '24									
June '24									
Total:	0	0	0				0	0	0

A sample of the MR-20 form is included above. For detailed National Transit Database reporting requirements, please refer to the Federal Transit Administration's National Transit Database homepage at: <http://www.transit.dot.gov/ntd>

**APPENDIX 10
FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS
CONTRACTOR COMPLIANCE GUIDELINES**

Contractor shall conduct an ongoing drug and alcohol testing program which shall meet the requirements of Section 53075.5 of the California Government Code, as amended, and all other applicable state and federal statutes.

Federal Transit Administration standards are referenced below and can be found at:

<http://transit-safety.volpe.dot.gov/DrugAndAlcohol/Newsletters/issue12/html/Summer99pg2.htm>

49 CFR Part 653, Prevention of Prohibited Drug Use in Transit Operations

February 15, 1994
Federal Register Vol. 59
Pages 7572-7611

Amended:

August 2, 1995
Federal Register Vol. 60
Pages 39618-39620
Primary Topic: Exemption of Volunteers and Post-Accident Testing Provision

December 8, 1998
Federal Register Vol. 63
Pages 61612-67613
Primary Topic: Use of Law Enforcement Post-Accident Test Results

December 14, 1998
Federal Register Vol. 63
Pages 68818-68819
Primary Topic: Random Drug Testing Rate at 50%

January 5, 1999
Federal Register Vol. 64
Pages 425-427
Primary Topic: Safety-sensitive Maintenance Functions

Technical Corrections:

March 6, 1995
Federal Register Vol. 60
Pages 12296-12300
Primary Topic: Corrections and Clarifications

**APPENDIX 11
COLT FLEET ROSTER**

Detail Information for each vehicle

Vehicle Number	Chassis Make Model	Body Builder Model	Seats	Length	Fuel Type	Status
0193	International 7400	EIDorado Aero Elite 320	30	34'	Diesel	Active
0194	International 7400	EIDorado Aero Elite 320	30	34'	Diesel	Active
0195	International 7400	EIDorado Aero Elite 280	18	28'	Diesel	Active
11171	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
11172	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
11173	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
11174	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
11175	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
12171	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
12172	Chevrolet G4500	Glaval Titian II	18	28'	Gasoline	Active
19082	Ford F-550	Glaval Entourage	25	34'	Gasoline	Active
19091	Chevrolet G4500	Glaval Universal	18	28'	Gasoline	Active
19105	Ford F-350	Nor Cal Vans 350 Wagon XL	6	20'	Gasoline	Active

**APPENDIX 12
COLT SERVICE BROCHURES**

These items are available on the CITY Website

**APPENDIX 13
OPERATIONS CONTRACT RFP COST PROPOSAL (REQUIRED) FORMAT**

Cost Proposal		
	YEAR 1	YEAR 2
	FY 2023/24	FY 2024/25
COLT Unit Cost per Revenue Hour		
COLT Estimated Annual Revenue Hours	23,861	23,861
COLT Total Cost (Unit Cost x Annual Revenue Hours)		

Company/Business Name (Type)

Company President, Chief Executive Officer

DATE

Address

Phone

E Mail