

CITY OF MADERA

REQUEST FOR PROPOSAL (RFP)

**MANAGEMENT AND OPERATION OF CITY OF MADERA
TRANSIT DIVISION SERVICES**

RFP #201718-10

Notice is hereby given that sealed proposals will be received at the City of Madera Purchasing Office for performing all work necessary in accordance with the "Scope of Work" and other related documents provided herein. Please carefully read and follow the instructions contained in the "Instructions, Conditions and Notices to Proposers" also provided herein.

**A Pre-Proposal Conference will be held on Monday, June 11, 2018, at
11:00 A.M., City Hall Council Chambers, 205 West Fourth St., Madera, California.**

SUBMISSION DATE: July 9, 2018

BY

3:00 P.M.

PROPOSAL CONTACT:

Rosa Hernandez
Procurement Services Manager
Purchasing-Central Supply
1030 S. Gateway Drive
Madera, CA 93637

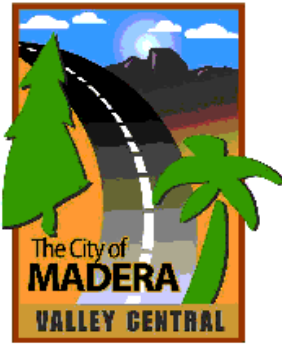
Phone: (559) 661-5463

FAX: (559) 661-0760

Email: rhernandez@cityofmadera.com

TABLE OF CONTENTS

	Page #
I. Instructions and Conditions	3
II. Introduction	6
III. System Description	7
IV. Scope of Work – Contractor Responsibilities	9
V. Scope of Work - City of Madera Responsibilities	17
VI. Proposal Requirements	18
VII. Evaluation Process and Criteria	29
VIII. Contract Term	32
IX. Proposed RFP Schedule	33
 Exhibit 1: MAX Fixed Route MAP MAX Fixed-Route Schedule	 34
 Exhibit 2: Dial-A-Ride Service Area Map Dial-A-Ride (DAR) Information, including ADA Complementary Paratransit	 37
Exhibit 3: City of Madera Transit Fleet Inventory	40
Exhibit 4: City of Madera Transit Performance Standards, Incentives and Penalties	41
Exhibit 5: City of Madera Reporting Requirements	43
Exhibit 6: Pro Forma Contract	59
Exhibit 7: City of Madera Fleet Maintenance Policy	84
Exhibit 8: Acronyms & Definitions	92
Exhibit 9: FTA Clauses	Attached
 Exhibit 10: ADA Complimentary Paratransit Service Plan	 Attached
 Exhibit 11: Labor Agreement by and between Amalgamated Transit Union and First Transit, Inc.	 Attached
Attachment A: Cost Proposal Form	46
Attachment B: Required Proposer Certifications	53



REQUEST FOR PROPOSALS

MANAGEMENT AND OPERATION OF CITY OF MADERA TRANSIT SERVICES

RFP NO. 201718-10

May 30, 2018

I. INSTRUCTIONS AND CONDITIONS

- A. No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Proposers shall send five (5) copies of the completed proposals which will include; four (4) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single three-ring binder and organized in divider-marked sections. Original and copies may be submitted in one sealed package.

Each proposal, consisting of the original and copies as directed in Section VI Proposal Requirements, must be submitted in a sealed package addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed package containing a proposal must have, on the outside, the name of the Proposer, Proposer's address and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING" and in addition, must be plainly marked on the outside as follows:

Proposal: **Management and Operation of City of Madera Transit Services**

RFP: **No. 201718-10**

Filing Deadline: **Thursday, July 9, 2018 - 3:00 P.M.**

Proposals shall be received as set forth in the advertisement. Proposals received after the scheduled time for opening will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the Proposal as a responsive proposal.

- B. **A One Time Only Pre-Proposal meeting is scheduled for Monday, June 11, 2018 at 11:00 a.m.** To reserve a space, call the Purchasing Office at (559) 661-5463 or e-mail rhernandez@cityofmadera.com. Participants will meet at the City Hall Council Chambers at 205 W. 4th Street, Madera, CA 93637.

The purpose of the pre-proposal meeting will be to discuss any questions interested proposers may have regarding the RFP. Failure to familiarize yourself with all conditions shall not constitute a basis for subsequent contract adjustment. Interested proposers are strongly encouraged to attend this meeting. **Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, June 25, 2018.** Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Rosa Hernandez at (559) 661-5463 or by email at rhernandez@cityofmadera.com no later than five (5) business days prior to the proceeding.

- C. Attention of Proposers is especially directed to the specifications which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any contract with the successful Proposer. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the proposal.
- D. The City reserves the right to reject or accept any or all proposal or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

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

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

- G. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status. The City also specifically encourages interested Disadvantaged Business Enterprises to apply.
- H. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- I. Each proposer shall carefully examine every term of this RFP and all attachments and exhibits; and each proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of this RFP.
- J. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Rosa Hernandez, the Procurement Services Manager, Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- K. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- L. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to change or limit the scope of this project at any time.
- M. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the proposer(s) with the best overall proposal value. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- N. An award will be made as soon as possible after the opening of proposals. Proposals shall remain valid for at least ninety (90) days after the opening of proposals. No proposal may be withdrawn after the proposal opening.
- O. The successful proposer shall enter into a formal agreement with City which will be very similar in content to Exhibit 6: Pro Forma Contract. While provided for information

purposes only and to help clarify City intent relevant to this RFP, proposer should carefully exam the Pro Forma Contract as an attachment to the RFP when developing the proposal.

- P. **Proposer's Proprietary Information:** The proposals received shall become the property of the City and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Materials must be clearly identified and the proposer must include a brief statement that sets out the reasons for confidentiality. Those parts of a proposal which are defined by the proposer as confidential, proprietary or, business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are determined by the City to be reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Marking the entire proposal as proprietary will neither be accepted nor honored. Failure by proposer to label materials as proprietary shall be deemed a waiver by the proposer of any claim against the City for release of said materials.
- Q. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have a license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP.

- R. **Letters of Objection:** Any proposer believing that any part of the RFP, including the specifications and/or the bidding and evaluation procedures, is discriminatory against the proposer or precludes the proposer from being given reasonable consideration in the procurement process, must submit a letter ten (10) days prior to the scheduled filing deadline to City's Procurement Services Manager clearly stating the specific objection and the areas of concern to the proposer and including a proposed method for resolution of such objections. Proposers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered.

II. INTRODUCTION

The City of Madera (the City) is seeking proposals from qualified private transportation operators to provide both fixed-route and demand-response transit service for the City. The City, located 18 miles north of Fresno, has a population of approximately 66,000 (CA Department of Finance, 2018). The City encompasses approximately twelve square miles with the County of Madera comprising 40 square miles. The City's transit services, also referred to as the Madera Transit Division (MTD) or Madera Area Express and operates MAX fixed-route services (MAX) and Madera Dial-A-Ride (DAR).

The City initiated DAR as a general public, demand responsive service in 1979. DAR offers curb-to-curb, advanced-reservation service. Although DAR is available to any member of the general public, its first priority is to provide complementary paratransit service consistent with Americans with

Disabilities Act (ADA) requirements. DAR service to the residents of the urbanized portion of Madera County contiguous to the City is provided under contract between the City and Madera County. The City initiated MAX fixed-route service in 1998. The MAX service area is within the Madera City limits. The City currently contracts with First Transit, Inc., a third-party contractor, to provide fixed-route and demand-responsive service.

The Madera City Council is the policymaking body for the City's transit system. The Transit Advisory Board (TAB), composed of seven individuals appointed by the City Council, acts as an advisory and review committee. The City's transit system is funded through a combination of fare revenues, Transportation Development Act funds, Federal Transit Administration (FTA) Small Urbanized Area (5307) and other federal and state grant funds, a contractual amount from Madera County, and a portion of Measure T sales tax proceeds.

The City's Grants Department is responsible for managing transit funding resources and for the City's transit operating and capital budgets; administering the transit service contracts; monitoring transit operations and transit facilities; planning and implementing transit marketing, transit service enhancements, and fleet acquisition and replacement. The City provides many key components of the services, including buses; an operations facility; transit vehicle maintenance; street furnishings; passes and tickets; marketing materials; and schedules, brochures and public notices.

The City's Fleet Management Division is responsible for maintenance of City-owned transit vehicles. The Contractor is responsible for flagging vehicles for preventive maintenance performed at the City's Fleet Maintenance shop. The Contractor is responsible for interior and exterior bus washing. The current contractor uses (although not necessarily exclusively) K.R.S. Truck Wash at 18691 Golden State, Madera, CA 93637. The City does not provide vehicle washing facilities except on a limited, emergency basis.

III. SYSTEM DESCRIPTION

Fixed-Route Service - MAX

The MAX system consists of the following:

- MAX is comprised of three fixed routes. Route 1 provides service on a base route with a 35-minute headway through the City to the area of Yosemite and 'P' Street, and branches into two alternating end routes with a 70-minute headway. Route 1 base service encompasses key origins and destinations, including Walgreens, the Pan Am Center, the County Social Service Department, the Downtown Intermodal Center, the Department of Motor Vehicles, and the Madera High School's north campus. Route 1 then alternates with every other trip serving Madera Community Hospital, Madera High School's south campus and then the County government services complex on Road 28 via southeast Madera.
- Route 2 operates on a 70-minute headway and serves Madera Community Hospital, Madera High School's north and south campuses, the Howard Road retail corridor including Walgreen's and the Save Mart – CVS shopping centers, and Walgreens at the Commons shopping complex. Convenient connections can be made with Route 1 at Walgreen's. These connections provide direct access to the downtown Madera Intermodal Facility where riders may connect with Greyhound, Dial-A-Ride, Madera County Connection, and taxi services
- Route 3, which began in January 2018, operates on a 60-minute headway from behind the Walgreens on Cleveland Ave to Madera Community College Center on Avenue 12.

The MAX fleet is currently comprised of seven (7) active 16-passenger vehicles with one additional vehicle serving as backup (also serves as backup to Dial-A-Ride). MAX provides approximately 138,000 passenger trips per year with roughly 15,800 revenue service hours. The City anticipates operating two additional buses in fiscal year 2018-19 to reduce headways.

Operating hours are from 7:00 a.m. to 6:30 p.m., Monday through Friday, excluding six holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). Saturday service operates from 9:00 a.m. to 4:00 p.m. The MAX fare is \$0.75 for a one-way trip with a monthly pass available for \$26.00. Half fares are offered from 10:00 a.m. to 2:00 p.m. for seniors, disabled, and riders showing a Medicare card. MAX service area map, and schedule are shown in Exhibit 1. A fare adjustment proposal to change the MAX fare to \$1.00 will be presented to City Council in August 2018, and go into effect October 1, 2018 if approved.

Demand-Responsive Service - Dial-A-Ride (DAR)

DAR is a general public, demand-responsive, curb-to-curb service operating up to eight (8) peak-hour vehicles within the Madera Urbanized Area. As reflected in Exhibit 2, DAR provides an alternative service for passengers preferring the convenience of curb-to-curb transportation due to age, disability, or distance from a transit route. Although DAR is available to any member of the general public, its first priority is to provide complementary paratransit service in compliance with the Americans with Disabilities Act (ADA). Reservations may be made on an advance-reservation, subscription service or same day request basis. DAR will respond to all reservations made the day before the day of requested service. Advanced reservations will be accepted up to fourteen (14) days prior to the day of service. Same day reservations must be scheduled at least two hours before the requested service time. Reservations are taken by answering machine when the administrative/dispatch office is closed. DAR service is offered during the same days and hours as the fixed-route service and on Sundays from 8:30 a.m. to 2:30 p.m.

DAR uses up to nine (9) active vehicles to provide approximately 35,000 passenger trips per year with roughly 13,000 revenue service hours. The DAR service area is shown in Exhibit 2.

Americans with Disabilities Act (ADA) Complementary Paratransit Services

The City's ADA Program is described in detail in the City's ADA Complementary Paratransit Service Plan (2007) available online at the City's web page or attached as Exhibit 10. This plan documents requirements of the FTA 49 CFR 37.135 – 37.139. The City's transit fleet is ADA compliant and wheelchair-lift equipped.

Fleet and Passenger Amenities

The City has 17 City-owned buses currently in service – 15 primary and 2 backup. A detailed inventory listing is shown in Exhibit 3: City of Madera Transit Fleet Inventory. The current contractor is contractually committed to providing one additional bus on an as-needed basis plus utility vehicle(s) for shuttling drivers and Contractor staff as needed. The City pays for fuel for gas and CNG vehicles. The City is responsible for maintenance of City-owned buses in accordance with City of Madera Fleet Maintenance Policy documented in Exhibit 7. The contractor is contractually committed to providing one non-revenue vehicle on an as-needed basis for shuttling drivers and Contractor staff as needed.

The City purchases and installs all bus stop shelters, signs, benches and related amenities and is responsible for maintenance of these items. The City will install passenger shelters and benches at key MAX bus stops, as needed and as funding permits. It is expected that the Contractor will provide assistance as requested to help identify passenger amenity requirements.

Operations Facility

Transit fleet maintenance is undertaken by the City of Madera Fleet Management Division based at the City's Fleet Maintenance shop facilities at 1030 South Gateway, Madera. Some in-service vehicles are parked there within a secured area.

The City's transit services Contractor is required to enter into a separate agreement with the City to lease space at the Intermodal Facility located at 123 'E' Street in Downtown Madera. Dispatching, driver scheduling, ticket and pass sales, and general management functions are based at the Intermodal Facility. The Contractor's leased office space at the Intermodal Facility is approximately 960 square feet. The duration of the Contractor's Intermodal lease is for the same period as their transit services contract. Greyhound, Inc. and Madera Cab Company also lease office space at the Intermodal Facility.

The current Contractor uses the enclosed Intermodal parking lot for parking City buses and as a transit hub. The current Contractor also uses the parking lot for Contractor-owned buses associated with their separate contracts with the Central Valley Regional Center for Heartland Opportunity Center (Heartland). City-owned buses have parking priority. Consequently, four different regional and interregional transportation services are operated and administered from the Intermodal Facility, including the City's MAX and DAR services, Heartland Opportunity Center transportation services for developmentally disabled, Greyhound, and a private taxi operator. Notwithstanding the current Contractor's Agreement with Heartland for use of the Intermodal facility, proposers are reminded that Section 34 of the Pro Forma Contract only allows for assignment of rights under the current Agreement such as use of Intermodal with the express written consent of the City. Any such agreement inconsistent with Section 34 shall be prohibited.

Proposed New Operations Facility

To accommodate future growth in the City's transit operations, the City is in the process of constructing a new transit administration facility called the Madera Transit Center to better accommodate current operations and allow for potential future expansion of the transit system. Once constructed, the City will require its third-party transit contractor to lease and occupy this facility. The City does not anticipate relocating its transit maintenance operations to the new facility within the next five years.

For purposes of this RFP, the current Intermodal Center will be utilized as the operating facility for the City's transit services through fiscal year 2019. A lease agreement will be executed with the successful contractor for the current transit office space at 123 N. E Street.

Future Service Expansion/Plans

The City anticipates adding two MAX buses to enhance headways and on-time performance on Route 3. The City is also interested in exploring route enhancements and on time performance improvements on an on-going basis which could result in additional expansion of services. The City will also consider any additional technology presented by Contractor that can increase efficiency and accuracy in the current operation.

IV. SCOPE OF WORK- CONTRACTOR RESPONSIBILITIES

The successful Contractor will be responsible for the services listed in this RFP. Exhibit 6: Pro Forma Contract, provides a more detailed description of the Scope of Work that is to be expected from the Contractor. The Contractor will be expected to have thorough knowledge, expertise, skills and experience necessary to deliver the services requested in the RFP, all attachments, and exhibits. All

rights and obligations of the Madera City Council, MTD, and the successful proposer are fully set forth and described in the attached Pro Forma Contract.

Key Personnel/ Management

The Contractor shall provide general and specific management of day-to-day operations for the City's fixed-route and demand-responsive services. Contractor shall oversee the operation of the services using a full-time, on-site transit manager. Contractor is expected to provide appropriate management coverage at all times.

Operations

The Contractor shall locate its administrative/operations office at the City of Madera Intermodal Center located at 123 'E' Street in Downtown Madera. The Contractor shall enter into a separate agreement with the City to lease space at the Intermodal Facility, as detailed below under Section V: City of Madera Responsibilities. The Contractor will ensure that all buses are housed overnight at the Intermodal Facility, at the City of Madera Corporate Yard at 1030 S. Gateway Drive, or at a location agreed upon by the City. The Intermodal Center office shall maintain a professional appearance by the Contractor and present as a skilled and qualified operator at all times.

Telephone/ Information System

The Intermodal Center office has a City-owned base radio station and Contractor-supplied phone system. The Contractor shall maintain a telephone system dedicated exclusively to the reception of incoming calls from patrons of MAX and DAR service for the purpose of requesting service information and scheduling trips. Management is expected to be available by mobile phone during any business hours.

The Contractor shall be responsible for the monthly cost of the radio frequency and telephone bill. The Contractor shall maintain a minimum of four telephone lines; two incoming lines for customer communications and service requests on a rollover system. System passengers are to call a specific telephone number used only for this service. Contractor's telephone system shall be caller-friendly providing pleasing on-hold messaging and/or music and shall record all dispatch/caller interactions. The recordings shall be maintained for a minimum of ninety (90 days). Contractor shall also provide telecommunications device for the deaf (TDD) capability and equipment and telephone reservations capabilities per ADA requirements.

The Contractor shall be responsible for management of all drivers and supervisory personnel. The Contractor shall be responsible for driver assignments, field supervision, dispatching, and complaint management to ensure all service is operated as scheduled. Management and/or supervisory personnel shall be available Monday through Saturday during designated hours of operation. Management and/or supervisory personnel shall be available either in person or by mobile phone on Sundays to provide adequate supervision of service during hours of operation.

The Contractor shall be responsible for system-wide ADA compliance, the ADA eligibility certification process, and managing ADA complaints. The Contractor shall distribute ADA applications, render an initial determination of eligibility, and oversee the appeals process, as needed. The City's ADA Policy shall set sufficient guidelines to allow Contractor to administer the ADA eligibility certification process in accordance with such policy. The Contractor will be responsible for maintaining a current ADA certification list and preparation of certification identification cards and renewals. The City's ADA Policy shall be the sole responsibility of the City. Said policy is that which is contained in the City's Transit ADA Program and ADA Paratransit Service Plan details of which are located on the City's website at www.cityofmadera.ca.gov and attached as Exhibit 10.

Personnel

The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the service(s) described herein. Such responsibilities shall include employee recruitment, screening, selection, training (including customer service training), supervision, employee relations, drug testing, and recruitment of all employees through the local media and local employment agencies. Contractor's personnel wages and work hours shall be in accordance with local government, County, State, and Federal regulations affecting such employment. In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject any proposed candidates.

Dispatchers and customer service representatives shall have bilingual skills (communicate in Spanish and English--i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple direction in English/Spanish. Qualified bilingual supervisory personnel shall be available during all hours of operation.

Training

The Contractor shall develop, implement, and maintain a formal training and retraining program (Training Plan). All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program. A copy of the training program, including periodic updates, shall be made available to the City annually. A copy of the proposed Training Plan shall be provided and clearly marked as part of the submitted Proposal.

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

All drivers shall be certified as having completed the Contractor's formal training course for new drivers as approved by the City, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of DAR vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The Contractor shall prepare and furnish to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. A copy of the Manual shall be clearly marked and included with the submitted Proposal. Contents of the Driver's Manual shall address, at a minimum, driver's rules; drug and alcohol testing requirements; accident/incident policies; radio policies and procedures; fare collection policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms. Updates or changes to the Driver's Manual shall be made available to the City when they occur or at least annually.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time-to-time be assigned to telephone information or Dial-A-Ride reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, Dial-A-Ride reservation procedures, and operating policies as outlined in the Training Plan. Operations control personnel assigned to Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional, courteous techniques. City retains the right to require retraining of any Contractor staff at any time during the duration of the Contract.

Reports

The Contractor must be familiar with National Transit Database Reporting Requirements and other such requirements, as may be required by the City and as indicated in Exhibit 5: City of Madera Reporting Requirements. The Contractor shall supply such data input to the City in a timely manner, but in no case later than the 10th day of the month following the month for which the data is being reported. The Contractor shall include as part of their proposal examples of succinct report forms that provide requested information outlined in Exhibit 5: City of Madera Reporting Requirements.

The Contractor shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints by category (General, Title VI, and ADA), comments and suggestions received.

The City has a preference for all logs and reports to be electronically-based and stored rather than manual paper entry and storage.

The City shall have the right to assess and audit any and all records associated with the service(s) provided under this proposal. In addition, authorized regulatory agencies may be authorized to review the Contractor's service records in accordance with applicable law.

Insurance and Indemnification

The Contractor shall maintain required and appropriate insurance coverage, including documentation of coverage to the City and provide the City with a certificate certifying that the Contractor has liability insurance and comprehensive and collision insurance for each vehicle as required by the City.

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Repair of physical damage that occurs to the buses shall be the sole responsibility of the Contractor or Contractor's insurer.

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

- a. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
- (1) **Commercial General Liability (CGL)** At least as broad as Insurance Services Office form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal & advertising injury, and blanket contractual liability without limitation, with limits no less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
 - (2) **Automobile Liability** ISO Form Number CA 00 01 covering any auto (Code 1) with limit no less than \$5,000,000 per accident for bodily injury and property damage. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments and collision and comprehensive physical damage coverage with not more than a Ten Thousand Dollars (\$10,000) deductible. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
 - a. In case of damage or destruction of any vehicle or vehicles provided by City or the Contractor, the City agrees that liability of the Contractor for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. The Contractor and City agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.
 - b. In the event that addition, deletion or acquisition of new vehicles by City changes the vehicle fleet, the compensation paid to the Contractor for the purposes of maintaining vehicle liability and physical damage coverage of said vehicles shall be subject to immediate re-negotiation to recover or refund the documented actual premium cost under the insurance policy then in effect.
 - (3) **Workers' Compensation** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- b. Maintenance of Coverage: Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.
- c. Proof of Insurance: Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

- d. Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.
- e. Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.
- f. Enforcement of Contract Provisions (non-estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- g. Specifications not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.
- h. Notice of Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
- i. Self-insured Retentions: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.
- j. Timely Notice of Claims: Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- k. Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

The successful Proposer shall maintain the insurance until the Project Manager issues the final certification accepting the work. 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 provided to the City's Grants Administrator at 205 W. 4th Street, Madera, CA 93637.

Fidelity Bond

The Contractor shall obtain and keep in force a blanket fidelity bond providing no less than \$50,000 per occurrence. The Contractor shall provide the City a copy of such bond accompanied by proof of payment for same within thirty (30) days of entering into a contract with the City.

Fares

The City shall establish the fare structure for the services provided. Fares shall be subject to change as determined by the City. The City shall notify the Contractor of any fare changes at least fifteen (15) days in advance of the change. The Contractor shall be responsible for assuring that each passenger deposits the exact fare in the farebox or provides a valid transfer before boarding the bus.

Contractor will purchase, distribute and disseminate all available types of fare media at the Operations Facility. The City shall retain all fare revenue generated from the services. The Contractor shall be responsible for fare reconciliation and accounting on a daily basis, for delivering fare revenue to the City Finance Department for accounting on a daily basis, and for collecting data for specific analysis. The Contractor shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections. Contractor will provide written cash management procedures for approval by City prior to start of services.

Tickets/Passes and Schedules

The Contractor shall be responsible for managing the City developed and approved system of sales and distribution of tickets, passes, MAX schedules, Dial-A-Ride rider brochures, and other related system information at the Operations Facility.

Driver Identification

The Contractor shall be responsible for ensuring that drivers display appropriate identification on their uniforms. Further, the Contractor shall ensure that all drivers post bilingual placards, English and Spanish, which clearly identify the driver and provide the contact information for the City in order for riders to report complaints, comments, or concerns. The City shall approve the design and placement of these placards prior to their use.

Electronic Data Storage

The City maintains on-board security cameras on each of its vehicles and a 24-hour camera-based security system at the Intermodal Facility for the benefit of riders, transit personnel, vehicles, and equipment. Contractor shall be responsible for ensuring the proper storage of all electronic data gathered through these systems for the period prescribed by law. Upon notice from the City, Contractor shall provide the City with access to this data within 24 hours.

Marketing

The Contractor shall assist the City with coordinating marketing efforts, including a minimum of 24 hours per year for implementation of a marketing plan for the service(s) to include but not limited to: posting materials on buses, making a bus available and delivering to a stationary event, making brochures and materials available at the Intermodal facility, and training drivers/dispatch to deliver branded messaging when conversing with passengers/callers. The City has final decision-making authority on all marketing plans and their implementation. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

Uniforms

The Contractor shall insure that transit drivers are attired in an appropriate uniform as identified in Exhibit 6: Pro Forma Contract. Driver uniforms will be subject to approval by the City. The Contractor will insure that all drivers present a neat and clean appearance at all times.

Medical Assistance to Passengers

Contractor employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and **may** proceed immediately to a medical facility for help.

Operating During a Declared Emergency

Upon declaration of an emergency, the Contractor shall deploy program vehicles in a manner described in the City's Emergency Response Plan, as available. The City shall compensate the Contractor for services that exceed the normal expense of operating the service(s) during such a period. The rate for such services shall be agreed upon in advance and specified in the service contract.

Parking and Traffic Violations

The Contractor shall be solely responsible for any parking and traffic violations of vehicles operating in connection with the transit programs described herein.

Driving Record Notification

The Contractor shall be responsible for immediately notifying the City of any drivers who are identified in the State's Pull Notice Program.

General Operator Maintenance

The Contractor will be required to provide general operator maintenance of vehicles, i.e., checking fuel, water, oil, and transmission fluid levels, tires, interior and exterior of vehicles, and cleaning of vehicles including occasional waxing of vehicles. The Contractor shall be required to inspect each vehicle with regard to safety, function and appearance of the vehicle prior to leaving the storage yard. The Contractor will report to the City all maintenance and repair needs. The City's transit vehicle fleet maintenance history shall be made available to the Contractor upon request. Contractor shall refer to Exhibit 7: City of Madera Fleet Maintenance Policy for specific requirements and responsibilities regarding maintenance.

Fuel

The Contractor shall fuel MAX and Dial-A-Ride buses at City-designated fuel vendor(s) (Currently Madera Unified School District CNG Fueling Station and Tesei Petroleum Station for gasoline) and in accordance with any related contractual obligations.

Routing and Scheduling

The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas, shall conduct service analysis and/or support City staff to complete service analysis, and support public outreach by posting public notices on buses and at the Intermodal Facility, and attending City Council meetings. Contractor will utilize a computer-assisted scheduling method capable of accommodating both advanced and same day reservations.

Performance Bond

Within ten (10) calendar days after the award of the contract, the Contractor will be responsible for the submission of a performance bond prior to the initiation of service(s). The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to 20% of the annual service contract.

The bond shall serve as a guarantee of good faith on behalf of the Contractor that the terms of the contract shall remain in full force and effect during the full term of the contract, that Contractor will abide by said terms, and that Contractor shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the City of Madera. Other performance bond arrangements are subject to the approval of the City. The performance bond shall be maintained by the Contractor during the life of the contract.

Liquidated Damages

The Contractor's failure to perform its contractual service obligations shall result in the assessment of liquidated damages at the rate of \$250.00 per day beginning 24 hours after delivery of a formal letter from the City for each day of noncompliance/non-performance of administrative reports requirements, and at a rate up to \$500.00 per day beginning 24 hours after delivery of a formal letter from the City for operational non-compliance/non-performance which include, but are not limited to those identified in Exhibit 5: City of Madera Transit Performance Standards, Incentives and Penalties in which case the later shall govern.

Billing

All billing shall be done on a monthly basis and shall be accompanied by a detailed monthly invoice and accompanied with a detailed monthly report. The billing and monthly report shall be submitted within ten (10) days following the last day of the month being billed.

V. SCOPE OF WORK - CITY OF MADERA RESPONSIBILITIES

The City of Madera will be responsible for providing the following:

Management

The City of Madera shall establish overall management and operational policy for all transit services. The City will periodically consult with the Contractor on operational issues affecting service.

Office Facility Lease Agreement

The City of Madera shall lease space to the Contractor in the City's Intermodal Center for operation of transit services, including dispatching and vehicle parking. The terms of such lease shall be provided in a separate agreement with the City. The City shall provide office furniture for its transit program at the Intermodal Center sufficient to ensure smooth delivery of service. The Contractor also may provide additional office furnishings. Office furnishings deemed unnecessary, unsightly or undesirable shall be removed at the City's request. The City also may provide needed enhancements to the Intermodal Center space occupied by the City's transit services without the prior approval of the Contractor. All furniture provided by the City shall remain City property and returned in satisfactory condition upon termination of the contract.

Buses

The City of Madera shall provide buses required for the operation of both the MAX and Dial-A-Ride services, including back-up vehicles. With prior approval of the City, the Contractor also may provide buses or non-revenue vehicles for example to facilitate shift changes to ensure smooth operation of the system, or in the case of emergencies.

Bus Stops and Shelters

The City shall establish and maintain all bus stops and shelters on MAX routes. The City shall be responsible for purchasing bus stop signs, shelters, and associated amenities. The Contractor shall assist and cooperate with the City in identifying locations for bus stops and shelters.

Maintenance and Repair

Repair of physical damage that occurs to the buses shall be the responsibility of the Contractor. The City shall be responsible for maintenance of MAX and Dial-A-Ride buses. Please refer to Exhibit 7: City of Madera Fleet Maintenance Policy. The City's vehicle maintenance history shall be made available to the Contractor upon request.

Radios

The City shall provide radios for all buses and a base station for use by the Contractor. Ownership of the radios will remain with the City.

Routing and Scheduling

The City shall be responsible for establishing all bus routes, route scheduling and hours of operation with the assistance of the Contractor. City may request Contractor assist the City in establishing bus routes and bus schedules, as identified above under Contractor responsibilities.

Complaint Process

The City will participate with the Contractor in developing and using a mutually agreed to complaint tracking log.

Marketing/Promotion

The City shall develop marketing strategies and promotional plan(s) for transit service(s). City may request Contractor assist the City with coordinating marketing efforts, including implementation of a marketing plan for the service(s) as outlined in Contractor Responsibilities. The City has final decision-making authority on all marketing plans and their implementation. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

Fares

The City shall retain all revenues generated by the service. The City reserves the right to conduct an audit of farebox revenue and ticket inventory as needed and, at a minimum, on a quarterly basis.

Tickets, Transfers, Passes, and Schedules/Brochures

The City shall develop system tickets, transfers, passes, MAX schedules, and Dial-A-Ride rider brochures for distribution by the Contractor. City may request Contractor assist with development of tickets, transfers, passes, and schedules/brochures to ensure compatibility with Contractor scheduling implementation and service delivery.

Report Forms

The City shall provide and update necessary reporting forms for the Contractor to provide service data and operational information on an as needed basis outside of the pre-approved Contractor Reporting Forms that provide requested information outlined in Exhibit 5: City of Madera Reporting Requirements.

Grant Applications

The City shall prepare and submit grant applications to support the transit system.

VI. PROPOSAL REQUIREMENTS AND EVALUATION FACTORS

Proposers shall submit Proposals that are clear, concise and complete and shall demonstrate the proposer's qualifications and experience to perform the Scope of Work. Proposers shall review and base their proposal on the Scope of Work located in RFP, all terms and conditions of the RFP, and evaluation criteria. Strict conformance to the specified proposal format and completeness of required content are essential. Lack of any listed item may disqualify a proposal, at MTD's discretion. Each proposal shall be submitted in the format described herein and shall provide all pertinent information, including, but not limited to, information relating to management structure and key personnel, operations capability, experience, plan for addressing key cost drivers, financial resources, and other information as specified in this RFP.

Proposals shall be submitted in a package marked with the Company Name, RFP Number and RFP title. One (1) copy shall contain all original signatures and be marked "ORIGINAL". Proposer shall also submit one (1) digital (thumb drive) with the Proposal in PDF format and six (6) hard copies of their proposal marked "COPY" for a total of six (6) printed copies, one (1) original printed copy and one (1) copy on electronic media.

Proposals shall be submitted in three ring binders. Cost Proposal forms (found in Attachment A) shall be separately placed into sealed envelopes separate from Technical Proposals and labeled "Confidential." Each section of the proposal shall be tabbed in accordance with the below numbering system as to aid in expedient location of information and provide for consistent proposal organization. The Proposer shall include as much information on each of the following items as the Proposer believes will assist in the City's evaluation and selection process:

Tab 1: Qualifications and Experience

1. Cover Letter: Identify the proposal by the RFP title. Provide a summary emphasizing the distinguishing factors that highlight your ability to perform the services described herein. It should be brief (two (2) pages maximum), and include all contact information inclusive of the name, address, and location of office, telephone number, email address, title, and signature of the contact person for this proposal. The signatory shall also be a person with the official authority to bind the company.
2. Organizational Information: Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e. partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the City is interested in how Proposer intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought here, will employees work on a full-time or mostly part-time basis, etc.
3. Financial Statement: Proposals shall include a copy of the Contractor's CPA-audited financial statement for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, that shall demonstrate that the Proposer possesses adequate and verifiable financial ability and stability to enable the Proposer to fulfill its obligations in connection with the management and operation of MAX and DAR under the terms of the Agreement. If the most recent statement is more than fifteen (15) months old, then Proposer shall also submit a letter from current audit company stating status of the current year audit, expected completion of audit and summary of financial numbers. If requested by the Proposer, such information shall be treated as confidential by City and shall not be subject to public disclosure unless so ordered by a court of competent jurisdiction.

EVALUATION FACTORS: Proposers shall indicate their qualifications, skills, experience, expertise, licenses, and financial resources available to support their provision of the Work. Proposers shall furnish a detailed description of work they have performed or are currently performing for other public transit agencies and transit clients and how they are pertinent to their proposals to provide Agreement Services. The Proposers shall furnish references for each of such clients. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Proposers. In responding, Proposers shall include specific supporting information in their proposals such as corporate skills and experience regarding similar or related projects with emphasis on experience in the U.S.; examples of successful coordination with federal, state and local regulatory agencies; experience providing fixed route and ADA paratransit and demand response transit services; corporate oversight plans; and corporate innovative plans, programs, and practices that resulted in documented and verifiable efficiency improvement, cost savings, and/or ridership increases. Introduction of all key management personal including resumes with professional references.

Tab 2: Past Performance

4. **Prior Performance Record:** Describe specifically your company's experience in providing services listed in the Scope of Work similar in scope, magnitude, and complexity. This should include references from past and current projects (including with MTD, if applicable). This should also include relevant past performance from the proposed team, including proposed Prime and any Subcontractors.

Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity. In addition, include statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in paragraph (1) above: (A) Revenue Service on-time performance; (B) complaints per 100,000 passengers; (C) chargeable (preventable) accidents per 35,000 miles; (D) miles between road calls; and (D) number, dollar amount, and category of liquidated damages assessed. The statistics and information provided shall be based on, or otherwise utilize, the definitions in the NTD reporting system where applicable.

5. **Client References:** List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, contact person and phone number, e-mail addresses, description of service(s) and dollar amount of contract. (City may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)

EVALUATION FACTORS: Proposers provide thorough list of past projects including contact name, address, telephone number, facsimile, and email address as well size and performance of services, requested data, whether service has been completed or are ongoing, and professional references of client(s). The relevancy of past performance will be made through a comparison of recent performance of services accomplished by the Proposer to the identified performance required by this solicitation. In determining relevance, consideration will be given to projects similar to this solicitation in scope, magnitude and complexity. 1) Scope: identified performance will be compared to the requirements of the identified scope of services as contained herein. 2) Magnitude: the price per year for each identified performance will be

compared to the price per year as estimated for performance of services as contained herein.

3) Complexities: identified performance will be compared to the training and administrative support performance relative to the services contained herein. MTD may consider services performed for agencies including federal, state, or local governments and commercial customers. The evaluation may also include review of services performed by other divisions, subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed services. In making the determination of how well the Proposer performed on previous efforts, MTD reserves the right to use both data provided by the Proposer and data obtained from other sources. Where the relevant performance record indicates performance problems, MTD will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). MTD may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

Tab 3: Technical Approach

6. Scope of Work: A detailed description of the operations capability, methods and resources by which Proposer intends to use to perform the work set forth in the Scope of Work, including:
 - a. Any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and provide specific examples of cases where the Proposer has successfully implemented these strategies for other public agency clients.
 - b. Consideration for Scope of Work as outlined in Exhibit 6: Pro Forma Contract.
7. Accounting and Reporting System and Examples of Reports: Proposals shall include a description of the Contractor's accounting and reporting system, and a statement related to the capability of the Contractor's reporting system to meet National Transit Database reporting requirements. The proposal shall also contain a statement as to how the Contractor will implement sufficient internal control measures to safeguard cash and account for farebox revenue and pass and ticket inventory. Examples of reports must be included with the proposal.
8. Innovation Approaches and Technologies: This section should address the Proposer's strategies and concepts for managing and controlling key cost drivers. Identify and describe any examples/case studies in which the Proposer has successfully implemented cost control or revenue enhancement strategies for other public agency clients in the following areas:
 - a. workers' compensation;
 - b. fuel efficiency and savings;
 - c. workforce attendance;
 - d. improvement in fare revenue collection;
 - e. improved efficiency in use and maintenance of vehicles;
 - f. technology enhancements to improve quality, efficiency, and/or reliability of transit operations;
 - g. innovative training/staff development and employee performance incentives; and
 - h. any other specific areas which the Proposer believes to be an appropriate target for improving cost control and management or increasing transit system revenues.
9. Marketing Experience: Proposals shall include a description of how the Contractor will help market and promote the City's transit services. Reference Exhibit 6: Pro Forma Contract for examples of marketing expectation.

10. Maintenance Procedures: Proposals shall describe Contractor's general operator maintenance procedures in detail to be coordinated with the City of Madera maintenance responsibilities.
11. Subcontractor(s): Where applicable, prime Proposers shall identify subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime proposer, the City will enter into an agreement only with the prime proposer who shall be responsible for all services required by the agreement.
12. Insurance and Bonding: Proposals shall include copies of the Proposer's existing insurance certificates and/or evidence that the Proposer can obtain the required insurance prior to the execution of the agreement for service. The insurance and bonding requirements of this RFP, including the Agreement, will be considered minimum requirements and must be complied with in every respect. Proposer must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims that may be pending at the present time.

The proposal also shall include a description of the method the Proposer will use for the provision of the required performance bond.

13. Proposal Assurance: Proposals shall provide assurance that submittals will be valid for, at a minimum, a period of ninety (90) days following submission to the City.
14. Addenda: Proposals shall include all Addenda that may have been issued by the City in connection with this RFP.
15. Time Schedule: Each Proposer shall submit a time schedule setting forth the sequence of events and associated time requirements, including provision for a Turnover Audit, proposed to be undertaken from the point of contract award through the first full month of system operations under the new Agreement. The time schedule must provide for the transition to service under the resulting Agreement on October 1, 2018 if the current Contractor is selected or October 1, 2018 if a proposer other than the current Contractor is selected with no disruption to regular City of Madera transit services.
16. Process and Basis for Future Contract Adjustments: Proposals shall include a complete description of the process and basis for contract adjustments for future service changes.

EVALUATION FACTORS: Proposers shall describe business practices and innovative management techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP to maintain and improve the quality of the Work. Proposers shall include an organizational chart reflecting the names, reporting relationships, titles, and geographic location of key management personnel. A description of how key management functions will be distributed among key management personnel should be furnished. Proposers are required to describe the general approach, techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP for the Work. In presenting an overall approach to the Work identified herein, Proposer shall demonstrate their fixed route and ADA demand service operations, including scheduling and dispatching. Proposers shall describe how their approach to providing fixed route, ADA para-transit and demand response operations to MTD, which shall, at a minimum:: 1) maintain and improve quality of service; 2) develop and operating plan describing how service requirements will be met and improved; 3)

adopt operational goals and objectives; 4) implement potential efficiencies regarding the cost of providing all services; 5) ensure safety measures and comply with California Highway Patrol (CHP), Federal Transit Administration (FTA), and Department of Transportation (DOT), American Public Transportation Association (APTA) and MTD safety regulations and standards; 6) make available additional corporate resources, if necessary; 7) Coordinate marketing and planning activities with City; and 8) hire, train, as required, certify employees required to administer, maintain and operate services and infrastructure. Proposers shall also describe how they propose to coordinate day-to-day activities with MTD fleet maintenance and other agencies such Madera County Transportation Commission and Madera Unified School District (fueling station). Proposers should include technologies used for managing operating functions, for example are Driver's Vehicle Inspections' done manually on paper or some other manner and how is that transmitted to maintenance? In addition to the detailed general approach of this section, the Proposer shall provide a narrative description of a proposed typical 24-hour day in the operations of MTD fixed route, ADA paratransit, and demand response service. This narrative shall include the proposed personnel distributions, shifts, and activities for transportation, maintenance of equipment, scheduling, and dispatch activities.

Tab 4: Productivity Commitment

Proposers shall provide productivity commitments that will be binding for the duration of the Contract term. Following are the two (2) areas that MTD requires a commitment:

- 1) Productive/Revenue Hours Worked per Vehicle Operator
- 2) DAR Revenue Passengers per Revenue Hour

EVALUATION FACTORS: Proposers shall provide quantitative response for each productivity commitment and a succinct narrative or course of action(s) to be performed as part of meeting the requirements of the RFP and implementing the Work. Proposers should demonstrate their understanding of productivity and commitment as it relates to maximizing revenue hours work per vehicle operator across the system, and demand response revenue passengers per revenue hour.

Tab 5: Training, Safety, and Regulatory Compliance

17. Training and Retraining Program: Proposals shall include a description of the Contractor's most current employee training program and schedule and shall explain how replacement personnel are to be trained due to turnover without detriment to MAX and Dial-A-Ride service or quality of training. A copy of the proposed Training Plan as outlined in Exhibit 6: Pro Forma Contract Section 12 Driver Training Program must be included and clearly marked in the Proposal.
18. Safety Program: Proposals shall include (1) a description of the Proposer's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations, including a bus operator evaluation program; and (2) a description of the Proposer's safety record over the past five (5) years, in statistical form if possible, including a description of the Contractor's vehicle accident record, an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.

Proposals also shall include a copy of the Contractor's Safety and Injury Prevention Plan (Senate Bill 198) as mandated by the State of California.

EVALUATION FACTORS: Proposer shall submit with their proposals, current programs which Proposer has implemented for other currently contracted bus service operations, inclusive of the following: 1) Employee Safety Plan; 2) Hazardous Materials and Waste Management Plans; 3) Emergency Management and Evacuation Plans for the facilities the Contractor shall occupy; 4) Emergency Management and Evacuation Plans for the vehicles the Contractor shall operate; 5) Accident & Incident Investigation Procedures and Reporting Procedures; 6) Comprehensive Training Plan for all crafts and employees; 7) Personal Electronic Device (PED) procedures; 8) Operational Rule Book; 9) Efficiency Testing Plan; 10) Internal Safety Audit Procedure (FTA MAP21 Compliant); 11) Plan outlining safety meetings, hazard Management/risk mitigation. The plan shall also identify specific job titles and/or classifications and their security related duties and responsibilities. Additionally, proposers' plans shall be compliant with MAP 21 requirements, and provide a summarization that outlines their clear and comprehensive understanding of MAP 21, Title 49 CFR Parts 300-399 and 600-699, and OSHA requirements. Security Action Plan: The elements of the Security Action Plan must include - Security Rules for Employees, a Crime/Security Incident Reporting program, a Security Threat or Hazard Identification and Management program; Employee Security Awareness Training Program, Security Committee; Internal Inspection and review of facility security conditions. Proposers shall provide details in their proposal on how they intend to comply with all Civil Rights Program requirements.

Tab 6: Required Submittal Documents

19. Required Proposer Certifications: Each proposal shall include specific certifications that the Proposer is required to submit with their proposal as listed in Attachment B: Required Proposer Certifications and Submission Documents.

Tab 7: Labor Code Compliance

20. Proposers shall provide a hiring plan that will be in compliance with the California Labor Code. In accordance with California Labor Code, Sections 1070-1074. Proposers will receive a 10 percent preference from the City, as indicated in Labor Code, Section 1072(b). The City's current evaluation scoring equals 100 points; however, a Proposer may receive up to a maximum of 110 points, if the Proposer complies with Labor Code, Section 1072(b).
21. Screening and Selection Program: Proposals shall include a description of Contractor's employee hiring procedures, screening, and selection process, criminal background screening process, and substance abuse screening program. Proposals shall include a description of the Contractor's employee turnover experience during the last three years.
22. Proposed Staffing Plan: The Proposer shall include a complete description of its proposed staffing plan for the operation of MAX and DAR services. The staffing plan should include the relationship this operation would have to the Contractor's overall operation, the specific management plan for Madera, and the identification of specific management/supervisory personnel who would be assigned to the City's account and their qualifications.

The Proposer's staffing plan shall indicate all management and staff employee positions, the number of full-time equivalent employees at each position (a full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. The staffing plan should be specific to each of the three years contemplated in the Agreement.

The staffing plan must include a resume of the proposed General Manager that shows all relevant education, training and experience. Proposer should also describe other key management personnel to the extent that their particular experience, skill and availability will affect the performance of this contract.

Proposer should include an organization chart and provide an explanation of the relationship of the project team to the Proposer's corporate entity, including the specific areas of corporate support to be provided to the City.

Proposer should submit a description of the employee benefit package that will be provided including any incentive or motivational programs.

Contractor is required to comply with Title 49 U.S.C. Section 5333(b) (also known as Section 13 (c) of the Federal Transit Act) and implementing DOL guidelines, Section 5333(b), Federal Transit Law, 29 CFR Part 215, as amended, and specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the City, the provisions of the Agreement require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project." The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified.

The Collective Bargaining Agreement (4/20/17 – 6/30/22) between the current Contractor and Amalgamated Transit Union (ATU), Local 1027, AFL-CIO, CLC located at 839 N. Fulton Street, Fresno, CA 93728 reflects the following wage scales and benefits for dispatchers and drivers through 2021:

Wages - Dispatchers

Position¹	7/1/2018	7/1/2019	7/1/2020	7/1/2021
New Hire	\$12.98	\$13.24	\$15.03	\$16.01
1+ years	\$15.16	\$15.46	\$17.55	\$18.69

¹ ATU Labor Agreement does not differentiate Dispatch Positions

2+ years	\$15.46	\$15.77	\$17.90	\$19.06
3+ years	\$15.77	\$16.09	\$18.26	\$19.44
4+ years	\$16.09	\$16.41	\$18.62	\$19.83
5+ years	\$16.41	\$16.74	\$19.00	\$20.23

Trainers selected by the Company shall be paid an additional \$.50 per hour providing such training.

Wages - Drivers

Drivers Years of Service	7/1/2018	7/1/2019	7/1/2020	7/1/2021
Start	\$11.65	\$12.12	\$15.00	\$16.05
1+ Years	\$12.27	\$12.76	\$15.79	\$16.90
2+ Years	\$12.91	\$13.43	\$16.62	\$17.79
3+ Years	\$13.36	\$13.90	\$17.21	\$18.41
4+ Years	\$13.68	\$14.23	\$17.61	\$18.84
5+ Years	\$14.58	\$15.16	\$18.77	\$20.08
6+ Years	\$15.15	\$15.75	\$19.50	\$20.87
7+ Years	\$16.49	\$17.15	\$21.23	\$22.72
8+ Years	\$16.88	\$17.55	\$21.73	\$23.25
9+ Years	\$18.85	\$19.61	\$24.27	\$25.97

ELIGIBILITY: The Company shall provide group health, dental, and vision insurance for all regular, full time employees covered under this agreement. Employees shall be eligible for any plan on the first day of the month following their probationary period as defined per the approved labor agreement.

MEDICAL CONTRIBUTIONS: Full-time employees and their families will be eligible for health insurance at the start of the first month following completion of the probationary period and meeting full-time status. Contractor will contribute seventy-five percent (75%) of the total monthly premium for employee coverage only as defined in current labor agreement.

DENTAL: Full-time employees and their families will be eligible for dental insurance at the start of the first month following the probationary period as an employee and meeting full time

status. The employee shall pay premiums for dental insurance.

A copy of the complete First Transit, Inc. Labor Agreement can be found as Exhibit 11.

EVALUATION FACTORS: Proposer's hiring and staffing plan must be in compliance with the California Labor Code; specifically, in accordance with Labor Code Section 1070-1074: 1) The Proposer shall declare as part of the proposal whether or not employees of the prior Contractor or Subcontractor are to be retained for a period of not less than 90 days. 2) MTD shall give a 10 percent preference to any proposer who agrees to retain the employees of the prior Contractor or Subcontractor.

**Tab 8: Cost Proposal
(in separate sealed envelope)**

23. Resource Allocation/Cost Proposal Form: A detailed budget breakdown must be submitted using the "Cost Proposal Form" provided in Attachment A. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Cost Proposal Form. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested might result in rejection of the proposal.

A cost breakdown and total cost shall be presented for the following three-year base period and two optional extension years:

Base Period:	10-01-18 to 6-30-19
	7-01-19 to 6-30-20
	7-01-20 to 6-30-21
Option Period:	7-01-21 to 6-30-22
	7-01-22 to 6-30-23

EVALUATION FACTORS: Cost proposals will be evaluated after the completion of the technical review. Scores will be higher based on the value of the overall cost proposal and how accurately the proposed cost reflects the anticipated cost for the services requested. This is a best value contract and as such, MTD is looking for proposals that increase operational efficiency at a cost that is commensurate with the level of service that is proposed. MTD will consider the three-year option pricing when evaluating the overall cost proposal and the total number of points awarded under this category will be based on the overall cost proposal, including the evaluated option pricing.

All cost proposals shall be submitted on the forms provided in Attachment A. Any deviation will be grounds for disqualification.

Verbal Agreement or Conversation

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

Ineligible Proposers

By submitting a proposal, the Proposer certifies that its name (as well as the name of any proposed subcontractors) does not appear on the Comptroller General's List of Ineligible Proposers for federally-assisted projects.

Proposer certifies by submission of a response to this RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.

Exceptions and Alternatives

Proposers may not take exception or make alterations to any requirement of the RFP. If an alternative proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements of this RFP. The City expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in the City's best interest.

Since the City desires to enter into one contract to provide all services, only those proposals to provide all services shall be considered responsive.

Proposer Representations

In submitting a proposal, the Proposer affirms that Proposer is familiar with all requirements of the RFP and is sufficiently informed in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that Proposer has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the Proposer and are a complete statement of Proposer prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The Proposer waives any claim for the return of Proposer bidder's security, if on account of errors or omissions claimed to have been made in the proposal, or for any other reason, the Proposer should refuse or fail to execute a contract with the City. The above provisions shall apply equally to any proposal modifications submitted by Proposer in a "best and final" offer.

Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Proposer in (1) preparing the proposal in response to this RFP; (2) submitting the proposal to the City; (3) negotiating with the City on any matter related to this RFP; (4) any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer. Proposer shall not include any such expenses as a part of the price proposed in response to this RFP.

Compliance with Federal Laws and Requirements

This project is financed in part with funding received under Section 5307 of the Federal Transit Act. By submitting a proposal, Proposer certifies that Proposer will comply with all federal laws and requirements including, but not limited to, Equal Employment Opportunity; Disadvantaged Business Enterprise; Labor Protection; Americans with Disabilities Act; Title VI of the Civil Rights Act; Buy America; Environmental Protection; Energy Conservation; Drug and Alcohol Testing Requirements; Charter Service Operations; School Bus Operations; Clean Water Requirements; Recycled Products; No Government Obligations to Third Parties; Program Fraud or Fraudulent Statements; Integrity; Federal Changes; Access to Records and Reports; Termination; Privacy Act; Lobbying, and other laws and regulations applicable to contracts utilizing federal funds.

Labor Protection Requirements

This project is subject to the provisions of Title 49 U.S.C. Section 5333(b), as amended, and specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the City. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project". The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified. Said employees shall be rehired at not less than their current level of salary (or wages) and benefits.

VII. EVALUATION PROCESS AND SCORING

Award Determination

The Contract resulting from this RFP will be awarded to the responsive and responsible PROPOSER whose proposal, conforming to the requirements of the RFP, is determined to be the Overall Best Value to MTD based on the RFP and its evaluation criteria. Accordingly, MTD may not necessarily make an award to the Proposer with the highest technical evaluation determination or with the lowest cost, as doing so would not be the Overall Best Value decision for MTD.

Proposals will be evaluated based upon the information provided in response to the RFP. A Source Selection Committee (SSC) will be established of individuals with experience and expertise deemed relevant in order to evaluate the submissions. The SSC may include representatives from MTD, both voting and non-voting members (Technical Advisors), representatives from other agencies, and the general public.

The City's Procurement Services Manager will review each proposal for completeness and responsiveness to the request for proposals. The evaluation/selection process may consist of two phases; (1) an evaluation of all written proposals that the City concludes to be responsible and responsive; and (2) if deemed necessary, a second phase of oral interviews with the top contending qualified proposer(s).

An evaluation of written proposals will be completed by the SSC. Should the City desire to conduct oral interviews, those interviews will be tentatively scheduled for the week of July 16. Interviews and/or negotiations may or may not be conducted with Proposers. Following either selection phase, the City will issue, as it determines necessary, a "Notification of Request for Best and Final Offer" on the tentatively scheduled date of Monday, July 30, 2018.

The City's SSC will make recommendations regarding selection to the City's Procurement Services Manager based on its evaluation of written proposals and best and final offers using the criteria below. The City will then prepare a Notice to Award and associated Council agenda item to award the contract on or about Wednesday, September 5, 2018.

MTD reserves the right to request clarification and/or request additional information from the Proposer if necessary. Such clarifications and/or additional information shall be provided by the Proposer as an Addendum to their submission upon request from the Purchasing Manager. However, since MTD has

no obligation to seek additional information, Proposers are advised to provide complete information in their proposal., Proposer is advised to provide its submission without the expectation of MTD to exercise any of the options.

Proposals will be evaluated based on the following criteria with the indicated weight and with each component, and are listed in their relative order of importance.

- 1) Training, Safety and Regulatory Compliance (20%)
- 2) Technical Approach (25%)
- 3) Qualifications and Key Personnel (10%)
- 4) Productivity Commitment (10%)
- 5) Past Performance (10%)
- 6) Labor Code Compliance (10%)
- 7) Cost (15%)

Proposal Scoring and Evaluation Scoring

	Relative Weight
1. Qualifications and Key Personnel	10 Percent
a. Corporate Qualifications and Experience	
b. Key Personnel Qualifications	
c. Key Personnel Experience	
d. Overall financial strength and financial stability of company	
e. Insurance and risk assessment	
2. Past Performance	10 Percent
a. Scope Relevancy	
b. Magnitude Relevancy	
c. Complexities Relevancy	
3. Technical Approach	25 Percent
a. General Approach	
b. Organizational fit to Madera operations	
c. Demonstrated successful experience in similar projects	
d. Demonstrated understanding of City of Madera requirements	
e. Demonstrated reporting capability and software (including review of sample reports provided)	
f. Capacity and technical expertise available for current/potential enhancements	
i. Transit onboard vehicle video surveillance	
ii. Dispatching methodology and appropriate software	
iii. MAX Fixed-Route Operational Plan. Fixed-route configuration	
iv. DAR Operational Plan	
v. ADA Complementary Paratransit Services Plan	
vi. Marketing, advertising and public information dissemination	

Proposal Scoring and Evaluation Criteria (continued)

4. Productivity Commitment		10 Percent
a. Productive/Revenue Hours Worked per Vehicle Operator		
b. DAR Revenue Passengers per Revenue Hour		
5. Training, Safety, and Regulatory Compliance		20 Percent
a. Training Plan and Programs <ul style="list-style-type: none"> i. Drivers ii. Dispatchers iii. Management 		
b. Operator Rule Books		
c. Emergency Management Plan		
d. Safety and Security Programs and Plans		
e. Civil Rights Program		
f. Demonstrated commitment to customer service		
6. Labor Code Compliance		10 Percent
a. Commitment to equitable labor management		
7. Cost Proposal		15 Percent
8. CA Labor Code 1070 Preference Points		
TOTAL		

As previously stated an award under this RFP will not be based solely on the lowest price but best value. If an award is made, it will go to the Proposer(s) with the best overall proposal based on the criteria indicated above. The successful proposal will be competitively priced and provide for quality services to meet the City's transit needs.

VIII. CONTRACT TERM

The City of Madera intends to enter into an Agreement with a Contractor for provision of fixed-route, ADA Complimentary Paratransit, and demand-responsive services for a term that shall begin on October 1, 2018 and terminate on June 30, 2021, with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one-year terms.

IX. PROPOSED RFP SCHEDULE

The following is the proposed schedule for selection of a Contractor and initiation of a new service contract:

<u>Date</u>	<u>Task</u>
May 30, 2018 (Wednesday)	RFP released
June 11, 2018 (Monday)	Non-mandatory Pre-Proposal Conference at 205 West Fourth St., Madera, California, City Hall Council Chambers at 11:00 A.M.
June 25, 2018 (Monday)	Final day to submit questions in writing.
July 9, 2018 (Monday)	Proposals due to City by 3:00 P.M., PDT with non-public opening
July 16, 2018 (week of)	As needed, interviews to be conducted
July 16, 2018 (Monday)	Notification of request for Best and Final Offers
July 30, 2018 (Monday)	BAFO due to City by 4:00 P.M., PDT
August 7, 2018 (Tuesday)	Review Committee process completed
August 15, 2018 (Wednesday)	Notification of intent to award
September 5, 2018, 2018 (Wednesday)	Council agenda item to award
September 7, 2018 (Friday)	Execute award
September 10, 2018 (Monday)	Turnover procedures initiated and audit conducted (as needed)
October 1, 2018	Service begins

Final selection and award of the contract will be made by the Madera City Council, at its meeting scheduled on Wednesday, September 5, 2018, at the Madera City Council Chambers, located at 205 West 4th Street, Madera, CA.

Exhibit 1 MAX Fixed-Route Map & MAX Schedule

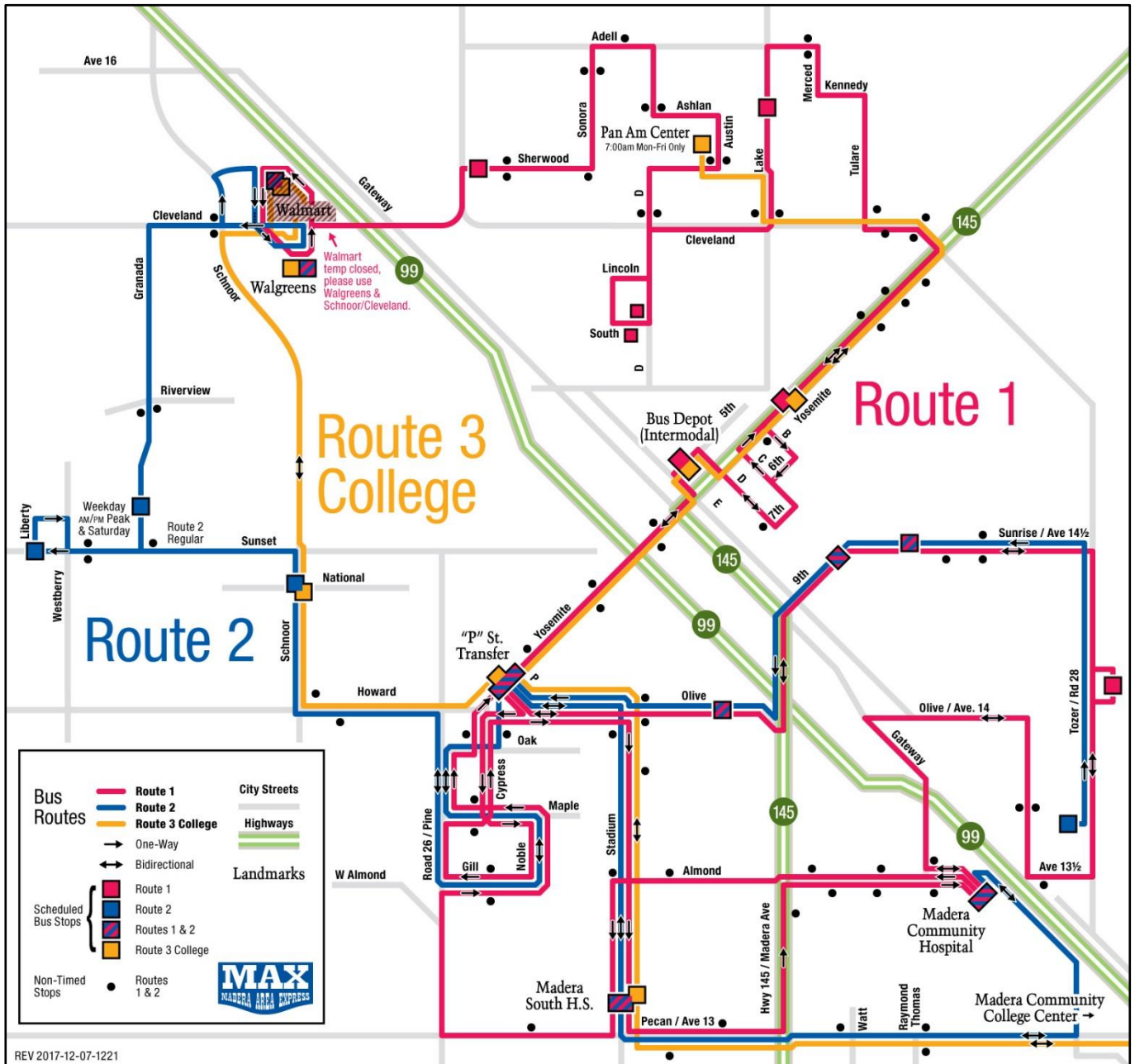


Exhibit 1

Walgreens

Replaces all stops marked Walmart

ROUTE 1 WEEKDAYS

	SOUTHBOUND																										
Walmart DEPARTURE	7:00 AM	7:30 AM	8:00 AM	8:30 AM	9:00 AM	9:30 AM	10:00 AM	10:30 AM	11:00 AM	11:30 AM	12:00 PM	12:30 PM	1:00 PM	1:30 PM	2:00 PM	2:30 PM	3:00 PM	3:30 PM	4:00 PM	4:30 PM	5:00 PM	5:30 PM					
Sherwood-Big Lots	7:05 AM	7:35 AM	8:05 AM	8:35 AM	9:05 AM	9:35 AM	10:05 AM	10:35 AM	11:05 AM	11:35 AM	12:05 PM	12:35 PM	1:05 PM	1:35 PM	2:05 PM	2:35 PM	3:05 PM	3:35 PM	4:05 PM	4:35 PM	5:05 PM	5:35 PM					
Bridge Store-South & D Street	7:12 AM	7:42 AM	8:12 AM	8:42 AM	9:12 AM	9:42 AM	10:12 AM	10:42 AM	11:12 AM	11:42 AM	12:12 PM	12:42 PM	1:12 PM	1:42 PM	2:12 PM	2:42 PM	3:12 PM	3:42 PM	4:12 PM	4:42 PM	5:12 PM	5:42 PM					
1600 N. Lake St.-Madera Garden Apt.	7:17 AM	7:47 AM	8:17 AM	8:47 AM	9:17 AM	9:47 AM	10:17 AM	10:47 AM	11:17 AM	11:47 AM	12:17 PM	12:47 PM	1:17 PM	1:47 PM	2:17 PM	2:47 PM	3:17 PM	3:47 PM	4:17 PM	4:47 PM	5:17 PM	5:47 PM					
Yosemite & Flume St.	7:25 AM	7:55 AM	8:25 AM	8:55 AM	9:25 AM	9:55 AM	10:25 AM	10:55 AM	11:25 AM	11:55 AM	12:25 PM	12:55 PM	1:25 PM	1:55 PM	2:25 PM	2:55 PM	3:25 PM	3:55 PM	4:25 PM	4:55 PM	5:25 PM	5:55 PM					
Intermodal Center Bus Station	7:32 AM	8:02 AM	8:32 AM	9:02 AM	9:32 AM	10:02 AM	10:32 AM	11:02 AM	11:32 AM	12:02 PM	12:32 PM	1:02 PM	1:32 PM	2:02 PM	2:32 PM	3:02 PM	3:32 PM	4:02 PM	4:32 PM	5:02 PM	5:32 PM	6:02 PM					
P Street & Yosemite TRANSFER	7:37 AM	8:07 AM	8:37 AM	9:07 AM	9:37 AM	10:07 AM	10:37 AM	11:07 AM	11:37 AM	12:07 PM	12:37 PM	1:07 PM	1:37 PM	2:07 PM	2:37 PM	3:07 PM	3:37 PM	4:07 PM	4:37 PM	5:07 PM	5:37 PM	6:07 PM					
Avenue 13 & Stadium	7:43 AM	—	8:43 AM	—	9:43 AM	—	10:43 AM	—	11:43 AM	—	12:43 PM	—	1:43 PM	—	2:43 PM	—	3:43 PM	—	4:43 PM	—	5:43 PM	—					
Madera Hospital	7:50 AM	—	8:50 AM	—	9:50 AM	—	10:50 AM	—	11:50 AM	—	12:50 PM	—	1:50 PM	—	2:50 PM	—	3:50 PM	—	4:50 PM	—	5:50 PM	—					
Olive & Martin Ave.	—	8:10 AM	—	9:10 AM	—	10:10 AM	—	11:10 AM	—	12:10 PM	—	1:10 PM	—	2:10 PM	—	3:10 PM	—	4:10 PM	—	5:10 PM	—	6:10 PM	—				
9th Street & C Street	—	8:15 AM	—	9:15 AM	—	10:15 AM	—	11:15 AM	—	12:15 PM	—	1:15 PM	—	2:15 PM	—	3:15 PM	—	4:15 PM	—	5:15 PM	—	6:15 PM	—				
County Complex Rd 28	—	8:19 AM	—	9:19 AM	—	10:19 AM	—	11:19 AM	—	12:19 PM	—	1:19 PM	—	2:19 PM	—	3:19 PM	—	4:19 PM	—	5:19 PM	—	6:19 PM	—				
County Complex Rd 28	7:57 AM	—	8:57 AM	—	9:57 AM	—	10:57 AM	—	11:57 AM	—	12:57 PM	—	1:57 PM	—	2:57 PM	—	3:57 PM	—	4:57 PM	—	5:57 PM	—					
9th Street & C Street	8:02 AM	—	9:02 AM	—	10:02 AM	—	11:02 AM	—	12:02 PM	—	1:02 PM	—	2:02 PM	—	3:02 PM	—	4:02 PM	—	5:02 PM	—	6:02 PM	—					
Olive & Martin Ave	8:07 AM	—	9:07 AM	—	10:07 AM	—	11:07 AM	—	12:07 PM	—	1:07 PM	—	2:07 PM	—	3:07 PM	—	4:07 PM	—	5:07 PM	—	6:07 PM	—					
Madera Hospital	—	8:26 AM	—	9:26 AM	—	10:26 AM	—	11:26 AM	—	12:26 PM	—	1:26 PM	—	2:26 PM	—	3:26 PM	—	4:26 PM	—	5:26 PM	—	6:26 PM	—				
Avenue 13 & Stadium	—	8:32 AM	—	9:32 AM	—	10:32 AM	—	11:32 AM	—	12:32 PM	—	1:32 PM	—	2:32 PM	—	3:32 PM	—	4:32 PM	—	5:32 PM	—	6:32 PM	—				
P Street & Yosemite TRANSFER	8:10 AM	8:38 AM	9:10 AM	9:38 AM	10:10 AM	10:38 AM	11:10 AM	11:38 AM	12:10 PM	12:38 PM	1:10 PM	1:38 PM	2:10 PM	2:38 PM	3:10 PM	3:38 PM	4:10 PM	4:38 PM	5:10 PM	5:38 PM	6:10 PM	6:38 PM					
Intermodal Center Bus Station	8:15 AM	8:43 AM	9:15 AM	9:43 AM	10:15 AM	10:43 AM	11:15 AM	11:43 AM	12:15 PM	12:43 PM	1:15 PM	1:43 PM	2:15 PM	2:43 PM	3:15 PM	3:43 PM	4:15 PM	4:43 PM	5:15 PM	5:43 PM	6:15 PM	6:43 PM					
Yosemite & Flume St.	8:22 AM	8:50 AM	9:22 AM	9:50 AM	10:22 AM	10:50 AM	11:22 AM	11:50 AM	12:22 PM	12:50 PM	1:22 PM	1:50 PM	2:22 PM	2:50 PM	3:22 PM	3:50 PM	4:22 PM	4:50 PM	5:22 PM	5:50 PM	6:22 PM	—					
1600 N. Lake St.-Madera Garden Apt.	8:30 AM	8:58 AM	9:30 AM	9:58 AM	10:30 AM	10:58 AM	11:30 AM	11:58 AM	12:30 PM	12:58 PM	1:30 PM	1:58 PM	2:30 PM	2:58 PM	3:30 PM	3:58 PM	4:30 PM	4:58 PM	5:30 PM	5:58 PM	6:30 PM	—					
Bridge Store-South & D Street	8:35 AM	9:03 AM	9:35 AM	10:03 AM	10:35 AM	11:03 AM	11:35 AM	12:03 PM	12:35 PM	1:03 PM	1:35 PM	2:03 PM	2:35 PM	3:03 PM	3:35 PM	4:03 PM	4:35 PM	5:03 PM	5:35 PM	6:03 PM	6:35 PM	—					
Sherwood-Big Lots	8:42 AM	9:10 AM	9:42 AM	10:10 AM	10:42 AM	11:10 AM	11:42 AM	12:10 PM	12:42 PM	1:10 PM	1:42 PM	2:10 PM	2:42 PM	3:10 PM	3:42 PM	4:10 PM	4:42 PM	5:10 PM	5:42 PM	6:10 PM	6:42 PM	—					
Walmart ARRIVAL	8:46 AM	9:14 AM	9:46 AM	10:14 AM	10:46 AM	11:14 AM	11:46 AM	12:14 PM	12:46 PM	1:14 PM	1:46 PM	2:14 PM	2:46 PM	3:14 PM	3:46 PM	4:14 PM	4:46 PM	5:14 PM	5:46 PM	6:14 PM	6:46 PM	—					
	NORTHBOUND																										

ROUTE 2 WEEKDAYS

		SOUTHBOUND	SOUTHBOUND												
Cottonwood Apts Rd. 28 DEPARTURE	7:00 AM	Walmart DEPARTURE	—	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM		
Sunrise & Lake	7:10 AM	Granada & Sandilewood	—	8:05 AM	9:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM	5:05 PM		
9th Street & C Street	7:12 AM	Sunset & Liberty PEAK ONLY	—	8:08 AM	—	—	—	—	—	2:08 PM	3:08 PM	—	—		
Olive & Martin	7:15 AM	Schnoor & National	—	8:14 AM	9:11 AM	10:11 AM	11:11 AM	12:11 PM	1:11 PM	2:14 PM	3:14 PM	4:11 PM	5:11 PM		
P Street & Yosemite TRANSFER			7:20 AM	8:20 AM	9:17 AM	10:17 AM	11:17 AM	12:17 PM	1:17 PM	2:20 PM	3:20 PM	4:17 PM	5:17 PM		
			7:25 AM	8:25 AM	9:22 AM	10:22 AM	11:22 AM	12:22 PM	1:22 PM	2:25 PM	3:25 PM	4:22 PM	5:22 PM		
			7:29 AM	8:29 AM	9:26 AM	10:26 AM	11:26 AM	12:26 PM	1:26 PM	2:29 PM	3:29 PM	4:26 PM	5:26 PM		
			7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:33 PM	3:33 PM	4:30 PM	5:30 PM		
			7:36 AM	8:36 AM	9:36 AM	10:36 AM	11:36 AM	12:36 PM	1:36 PM	2:39 PM	3:39 PM	4:36 PM	5:36 PM		
			7:42 AM	8:42 AM	9:42 AM	10:42 AM	11:42 AM	12:42 PM	1:42 PM	2:45 PM	3:45 PM	4:42 PM	5:42 PM		
			7:46 AM	8:46 AM	9:46 AM	10:46 AM	11:46 AM	12:46 PM	1:46 PM	2:49 PM	3:49 PM	4:46 PM	5:46 PM		
			7:51 AM	8:51 AM	—	—	—	—	—	2:54 PM	3:54 PM	—	—		
			7:54 AM	8:54 AM	9:49 AM	10:49 AM	11:49 AM	12:49 PM	1:49 PM	2:57 PM	3:57 PM	4:49 PM	5:49 PM		
			7:59 AM	8:59 AM	9:54 AM	10:54 AM	11:54 AM	12:54 PM	1:54 PM	3:02 PM	4:02 PM	4:54 PM	5:54 PM		
			NORTHBOUND												

ROUTE 1 SATURDAY

	SOUTHBOUND												
Walmart DEPARTURE	—	10:00 AM	10:30 AM	11:00 AM	11:30 AM	12:00 PM	12:30 PM	1:00 PM	1:30 PM	2:00 PM	2:30 PM	3:00 PM	
Sherwood-Big Lots	—	10:05 AM	10:35 AM	11:05 AM	11:35 AM	12:05 PM	12:35 PM	1:05 PM	1:35 PM	2:05 PM	2:35 PM	3:05 PM	
Bridge Store-South & D Street	—	10:12 AM	10:42 AM	11:12 AM	11:42 AM	12:12 PM	12:42 PM	1:12 PM	1:42 PM	2:12 PM	2:42 PM	3:12 PM	
1600 N. Lake St.-Madera Garden Apt.	—	10:17 AM	10:47 AM	11:17 AM	11:47 AM	12:17 PM	12:47 PM	1:17 PM	1:47 PM	2:17 PM	2:47 PM	3:17 PM	
Yosemite & Flume St.	—	10:25 AM	10:55 AM	11:25 AM	11:55 AM	12:25 PM	12:55 PM	1:25 PM	1:55 PM	2:25 PM	2:55 PM	3:25 PM	
Intermodal Center Bus Station	—	10:32 AM	11:02 AM	11:32 AM	12:02 PM	12:32 PM	1:02 PM	1:32 PM	2:02 PM	2:32 PM	3:02 PM	3:32 PM	
P Street & Yosemite TRANSFER	9:07 AM	10:37 AM	11:07 AM	11:37 AM	12:07 PM	12:37 PM	1:07 PM	1:37 PM	2:07 PM	2:37 PM	3:07 PM	3:37 PM	
Avenue 13 & Stadium	—	10:43 AM	—	11:43 AM	—	12:43 PM	—	1:43 PM	—	2:43 PM	—	3:43 PM	
Madera Hospital	—	10:50 AM	—	11:50 AM	—	12:50 PM	—	1:50 PM	—	2:50 PM	—	3:50 PM	
Olive & Martin Ave.	9:10 AM	—	11:10 AM	—	12:10 PM	—	1:10 PM	—	2:10 PM	—	3:10 PM	—	
9th Street & C Street	9:15 AM	—	11:15 AM	—	12:15 PM	—	1:15 PM	—	2:15 PM	—	3:15 PM	—	
County Complex Rd 28	9:19 AM	—	11:19 AM	—	12:19 PM	—	1:19 PM	—	2:19 PM	—	3:19 PM	—	
County Complex Rd 28	—	10:57 AM	—	11:57 AM	—	12:57 PM	—	1:57 PM	—	2:57 PM	—	3:57 PM	
9th Street & C Street	—	11:02 AM	—	12:02 PM	—	1:02 PM	—	2:02 PM	—	3:02 PM	—	4:02 PM	
Olive & Martin Ave	—	11:07 AM	—	12:07 PM	—	1:07 PM	—	2:07 PM	—	3:07 PM	—	4:07 PM	
Madera Hospital	9:26 AM	—	11:26 AM	—	12:26 PM	—	1:26 PM	—	2:26 PM	—	3:26 PM	—	
Avenue 13 & Stadium	9:32 AM	—	11:32 AM	—	12:32 PM	—	1:32 PM	—	2:32 PM	—	3:32 PM	—	
P Street & Yosemite TRANSFER	9:38 AM	11:10 AM	11:38 AM	12:10 PM	12:38 PM	1:10 PM	1:38 PM	2:10 PM	2:38 PM	3:10 PM	3:38 PM	4:10 PM	
Intermodal Center Bus Station	9:43 AM	11:15 AM	11:43 AM	12:15 PM	12:43 PM	1:15 PM	1:43 PM	2:15 PM	2:43 PM	3:15 PM	3:43 PM	—	
Yosemite & Flume St.	9:50 AM	11:22 AM	11:50 AM	12:22 PM	12:50 PM	1:22 PM	1:50 PM	2:22 PM	2:50 PM	3:22 PM	—	—	
1600 N. Lake St.-Madera Garden Apt.	9:58 AM	11:30 AM	11:58 AM	12:30 PM	12:58 PM	1:30 PM	1:58 PM	2:30 PM	2:58 PM	3:30 PM	—	—	
Bridge Store-South & D Street	10:03 AM	11:35 AM	12:03 PM	12:35 PM	1:03 PM	1:35 PM	2:03 PM	2:35 PM	3:03 PM	3:35 PM	—	—	
Sherwood-Big Lots	10:10 AM	11:42 AM	12:10 PM	12:42 PM	1:10 PM	1:42 PM	2:10 PM	2:42 PM	3:10 PM	3:42 PM	—	—	
Walmart ARRIVAL	10:14 AM	11:46 AM	12:14 PM	12:46 PM	1:14 PM	1:46 PM	2:14 PM	2:46 PM	3:14 PM	3:46 PM	—	—	
	NORTHBOUND												

Exhibit 1

Route 3 College

MON—FRI
7AM - 5PM

SOUTHBOUND

Departs from Walgreens at 15 minutes past every hour.

NORTHBOUND

Departs from MCCC at 47 minutes past every hour.

COLLEGE ROUTE STOPS INCLUDE:

- a. Walgreens
- b. Schnoor and National
- c. P Street (Transfer Point)
- d. Madera High South Campus
- e. Madera Community College Center

There is a one-time morning connection express from the Pan Am Center at 7am. Transfer at P Street to get to the College. The rest of the day, get on a Route 1 bus and transfer at P Street.

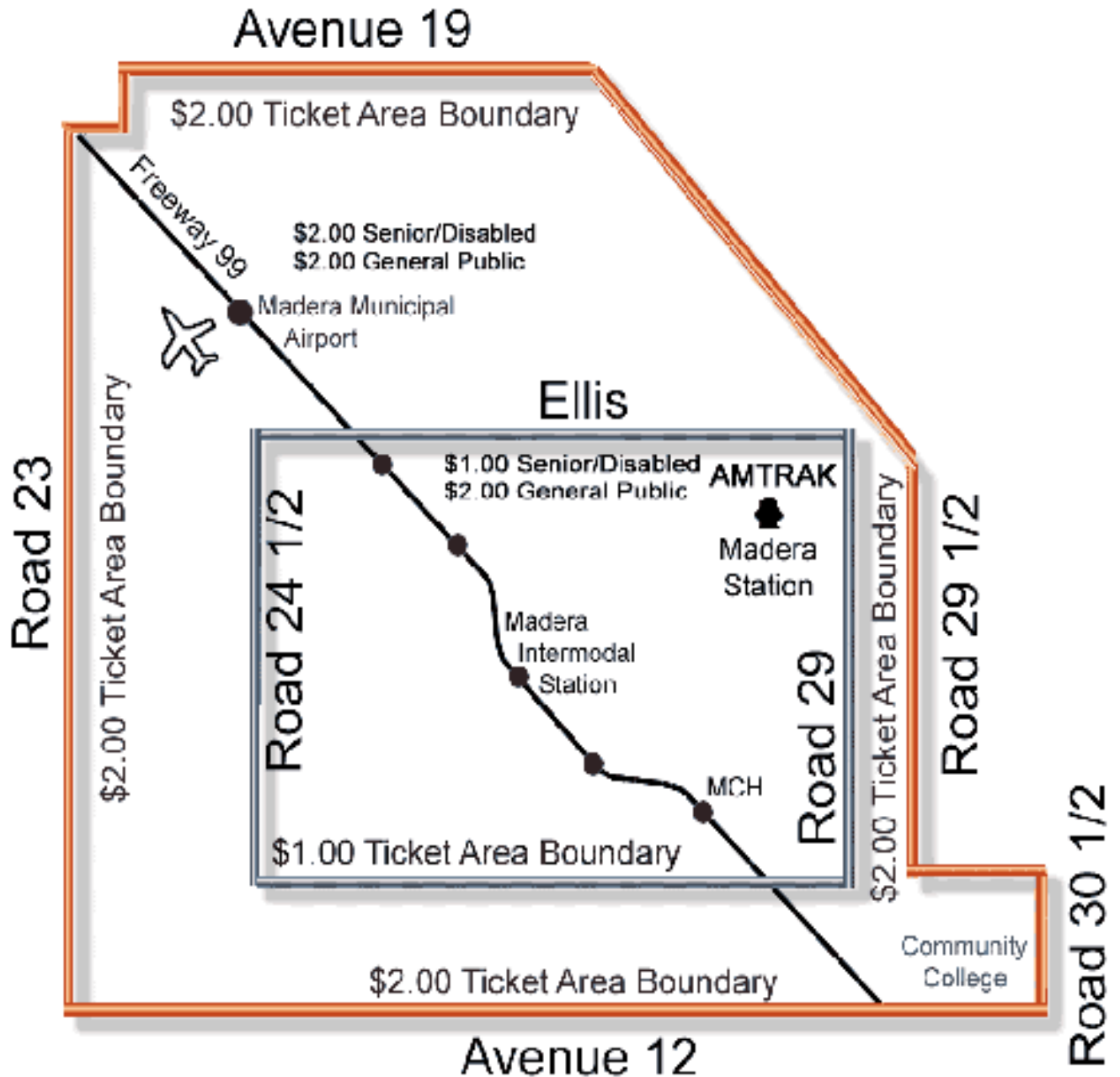
Southbound

Walgreens - Departure	7:15 AM	8:15 AM	9:15 AM	Buses continue on same schedule every hour through last bus of the day	5:15 PM
Schnoor - National	7:20 AM	8:20 AM	9:20 AM		5:20 PM
P Street -Yosemite - Transfer Point	7:25 AM	8:25 AM	9:25 AM		5:25 PM
South Campus	7:28 AM	8:28 AM	9:28 AM		5:28 PM
MCCC Arrival	7:43 AM	8:43 AM	9:43 AM		5:43 PM

Northbound

MCCC Departure	7:47 AM	8:47 AM	9:47 AM	Buses continue on same schedule every hour through last bus of the day	5:47 PM
South Campus	8:00 AM	9:00 AM	10:00 AM		6:00 PM
P Street -Yosemite - Transfer Point	8:04 AM	9:04 AM	10:04 AM		6:04 PM
Schnoor - National	8:07 AM	9:07 AM	10:07 AM		6:07 PM
Walgreens - Arrival	8:13 AM	9:13 AM	10:13 AM		6:13 PM

Exhibit 2
Dial-A-Ride Service Area
&
Brochure (including ADA Complementary Paratransit)



¿Que es el Servicio de Dial-A-Ride?

Madera Dial-A-Ride (DAR) es un servicio dedicado para servir el publico general. Ofrece servicio a su bordillo y responde a la demanda de la población. El sistema es administrado por la Ciudad de Madera. Corre un radio de aproximadamente cinco millas del centro de Madera. Este servicio puede ser utilizado para servir varias de sus necesidades de transporte, pero no para emergencias, o con propósitos medicale críticos. Todos los vehículos son equipados para sillas de rueda.

¿Como Puedo Recibir Servicios?

Para hacer una reservación, llame al:

661-RIDE (661-7433)

Lunes - Viernes 7:00 A.M. - 6:30 P.M.

Sábado 9:00 A.M. - 4:00 P.M.

Domingo 8:30 A.M. - 2:30 P.M.

(*Su reservación es requerida antes de las 3:00 P.M. el sábado.)

De la siguiente información:

- ♦ Domicilio de origen.
- ♦ Domicilio de su destino final.
- ♦ La hora deseada de ser levantado u hora de cita.
- ♦ Numero de personas viajando con usted.
- ♦ Cualquier necesidad en especial que pueda tener.
- ♦ Numero de teléfono donde pueda ser llamado (casa o celular, no oficina del medico).

Reservaciones

Recomendamos que pasajeros hablen con un día de anticipo; pero pueden llamar por lo menos dos horas por adelantado el mismo día, y serán despachados si hay espacio disponible. El despacho central le dará un horario estimado de ser levantado, (la hora actual puede variar por 15 minutos mas o menos). Por favor este listo 15 minutos antes. El autobús no puede esperar más de cinco minutos. Sin no va a necesitar los servicios, por favor de cancelar su reservación temprano. Solamente el centro del despacho puede hacer cambios de horario y no el conductor del autobús.

¿Puedo Hacer Viajes Regularmente?

SI—Puede hacer reservaciones para citas que tenga regularmente entre la semana (la misma hora del día o semana). Puede hacer su reservación llamando al centro de despacho. Sus viajes serian automáticamente hasta que cambiara o cancelara su horario. Por favor de llamar y cancelar su reservación con el servicio Dial-A-Ride si no necesita los servicios. Si no se presenta a tres de sus reservaciones regulares, su reservación será cancelada de la lista de subscripción.

No Hay Servicio en los Días Festivos

Año Nuevo	Día del Trabajador
Día Conmemorativo de los Caídos	Día de Acción de Gracias
4 de Julio—La Independencia	Navidad

Tarifa

Dinero en efectivo:

Publico General-ciudad y condado	\$2.00
Estudiante del Colegio Comunitario	\$1.00
Niños menores de un año	Gratis
Ancianos (60+) y incapacitados:	
Ciudad	\$1.00*
Condado	\$2.00**

Boletos:

Publico General	Libro de 20 - \$20.00
Incapacitados	Libro de 10 - \$9.00
Ancianos	Libro de 10 - \$5.00***

* Comenzando o terminando entre limites de la ciudad.

** Comenzando o terminando en áreas sur de la Avenida 13, este de Road 29, norte del camino Ellis y oeste del camino 24 1/2.

*** Una donación es sugerida en los centros Pan-Am y Frank A. Bergon.

Nota: Formas de ID aceptables para recibir precios reducidos son tarjeta para ancianos del Departamento del DMV o tarjetas de elegibilidad de ADA-paratransito.

Taquillas— Compra de Pases y Boletos

Centro Intermodal 123 norte Calle "E"

Boletos para Ancianos solamente:

Pan-Am Center	703 este de Sherwood Way
Frank A. Bergon Center	238 sur Calle "D"

ADA Elegibilidad y Certificación

Pasajeros que no puedan abordar con facilidad o no tienen acceso a la ruta-fija debido a incapacidad, pueden aplicar para obtener certificación especial con Dial-A-Ride. De acuerdo con el acto de americanos con incapacidad (ADA) que califiquen recibirán prioridad de servicio Dial-A-Ride. Aplicaciones son disponibles al 123 norte de la Calle "E". Tiene que ser llena por completo y aprobada para calificar. Tarjetas de elegibilidad ADA-paratransito serán otorgadas a pasajeros que califiquen.



Reglas de Cortesía Para Los Pasajeros de DAR

1. Por favor este listo cuando el autobús llegue.
2. No se permite fumar.
3. No puede comer o beber en el autobús.
4. Deposite su tarifa exacta, los conductores no cargan cambio.
5. Deposite su tarifa o boleto en la caja al bordar.
6. No es permitido a los conductores de entrar a su casa o negocio.
7. Niños menores de cinco años deben ser acompañados por un adulto.
8. Llame para cancelar su reservación, cuando no necesite transporte.
9. Sillas de ruedas tienen que estar aseguradas con cinturones son disponibles para su conveniencia.
10. Animales de servicio son permitidos para pasajeros con incapacidad pero deben ser controlados a todo tiempo por el pasajero.
11. Se permiten—máximo de 3 bolsas de mandado.

[updated June 2015]

Madera

Dial-A-Ride



**661-RIDE
(661-7433)**

www.cityofmadera.ca.gov/transit

What is Dial-A-Ride?

Madera Dial-A-Ride (DAR) is a general public, curb-to-curb, demand-response public transit system operated by the City of Madera with cooperative funding from the County of Madera.

Service is provided to residents within approximately a five-mile radius of the City's downtown Intermodal Center. DAR can be used for work, medical appointments, school, meetings, senior services, events and much more. Vehicles are wheelchair lift-equipped. DAR should not be used for emergency or critical medical transport.

How Can I Get a Ride?

To make a reservation, call:

661-RIDE (661-7433)

Monday - Friday 7:00 A.M. - 6:30 P.M.

Saturday 9:00 A.M. - 4:00 P.M.

Sunday* 8:30 A.M. - 2:30 P.M.

(*Reservation required by 3:00 P.M. Saturday.)

Give the following information:

- ◆ Address where you are to be picked up.
- ◆ Address where you want to go.
- ◆ When you want to be picked up or appointment time.
- ◆ Number of persons.
- ◆ Need a return trip (at least 30 minutes later than for drop off time).
- ◆ Any special needs you may have.
- ◆ Phone number where you can be reached (home or cell, not doctors' offices).

Reservations

We recommend that riders call a day in advance. However, riders may call up to two hours prior to the time they need DAR services, but will receive service based on space availability. The dispatcher will provide an estimated pick up time (actual time will vary—usually within 15 minutes before or after the estimated time). Please be ready 15 minutes before the estimated time. The bus cannot wait longer than five minutes. If you no longer need a ride after scheduling, call early to cancel. Drivers cannot make schedule changes. Only the dispatcher can make scheduling changes.

Fares

Cash Fares:

General Public-City/County	\$2.00
Community College Student	\$1.00
Children Under 1 Year	Free
Senior (60+) Disabled:	
City area	\$1.00*
County area	\$2.00**

Tickets:

General Public	Book of 20-\$20.00
Disabled	Book of 10-\$9.00
Senior (60+)	Book of 10-\$5.00***

* Beginning or ending within City limits.

** Beginning or ending in areas south of Avenue 13, east of Road 29, north of Ellis Street and west of Road 24 1/2.

*** Suggested donation at Pan-Am & Frank A. Bergon Centers.

Note: Acceptable forms of I.D. for reduced fares are a Dept. of Motor Vehicles Senior Citizen card or an ADA-paratransit eligibility card.

Pass & Ticket Outlets

Intermodal Center 123 North E. Street

Senior Tickets Only:

Pan-Am Center	703 E. Sherwood Way
Frank A. Bergon Center	238 South "D" Street

No Service Holidays

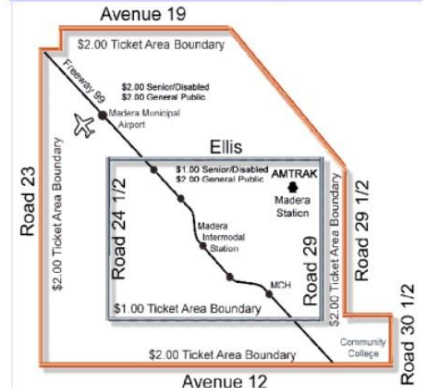
New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

ADA Eligibility & Certification

Passengers who cannot easily board or access fixed-route service due to a disability may apply for ADA-paratransit certification with Dial-A-Ride. Consistent with the Americans with Disabilities Act (ADA), certified passengers qualify for priority Dial-A-Ride service. An ADA application, available at the Intermodal Center at 123 North "E" Street, must be completed and approved to qualify. ADA-paratransit eligibility cards will be issued to qualified applicants.



Service Area (Área de Servicio)



Can I Get Regularly-Scheduled Trips?

You can make reservations for regularly-scheduled pickups (same time each day of week) by calling and scheduling the trip with Dial-A-Ride's dispatcher. Your trip will continue automatically until you ask for a change or cancellation. Call to cancel when you do not need a ride. If you do not show up three times without calling to cancel, your trip will be dropped from the recurring ride "subscription" list.

Courtesy Rules for Riders

1. Be ready when bus arrives.
2. No smoking aboard the bus.
3. No eating or drinking while riding.
4. Deposit exact fare; drivers cannot make change.
5. Deposit fare or ticket directly in fare box when boarding.
6. Drivers are not allowed to enter your home or business.
7. Children under five years old must be accompanied by an adult.
8. If you no longer need a ride, call and cancel.
9. Wheelchairs must be secured; seatbelts are provided for convenience.
10. Service animals are permitted for passengers with disabilities, but must be under the control of passenger.
11. A maximum of three grocery bags is allowed.

Exhibit 3 City of Madera Transit Fleet Inventory

						Asset Location: Intermodal		Title Holder: City of Madera		
Yr / Make / Fuel	Vehicle #	FTA %	Date Order/Receive	Approx. Vehicle Cost	VIN#	License	Passenger Capacity (Seats/Wchair)	System / Sign Type	Disposition/Condition	08-29-17 Mileage
2008 Starcraft Allstar 25' Type III Bus w CNG Conversion	B-30	88%	1/08 - 10/03/08 2,600 miles @ delivery	\$95,543	1FD4E45S48DA59752	1320440	18/2	DAR/MAX Roller	Active 10/08 (planned Out of Svc 2014) - Cond 2	144,754
2008 Starcraft Allstar 25' Type III Bus w CNG Conversion	B-31	80%	5/08 - 11/08	\$93,433	1FD4E45S18DB29515	1320443	18/2	DAR/MAX Roller	Active 11/08 (planned Out of Svc 2014) - Cond 2	203106
2009 El Dorado 30' Type VII CNG Bus	B-32	0%	6/08 - 2/09	\$130,911	1GBG5V1G99F404258	1322258	18/2	MAX Digital	Active 3/09 (planned Out of Svc 2015) - Cond 2	173502
2009 Chevy, Aero-Elite, GAS , 30'	B-33	0%	6/08 - 2/09	\$117,109	1GBG5V1G49F405060	1322259	22/2	MAX Digital	Active 3/09 (planned Out of Svc 2015) - 2	263267
2009 Chevy, Aero-Elite, GAS , 30'	B-34	0%	6/08 - 2/09	\$117,109	1GBG5V1G39F405146	1322260	22/2	MAX Digital	Active 3/09 (planned Out of Svc 2015) - 2	241261
2009 Starcraft Allstar 25' Type III Bus - Gas	B-35	80%	6/08 - 05/09	\$65,000	1FD4E45S48DB57292	1335650	22/2	MAX Roller	Active 2009 - 3	255478
2009 Starcraft Allstar 25' Type III Gas Bus	B-36	80%	12/08 - 5/09	\$66,216	1FD4E45S78DB57285	1335651	18/2	MAX Roller	Active 2009 Cond - 3	239254
2012 Ford E-450, Elkhart, CNG	B-37	80%	9/11 - 7/12	\$128,548	1FD4E45S48DA32488	1381285	18/2	DAR/MAX Digital	Active 2012 Cond - 3	128108
2012 Ford E-450, Elkhart, CNG	B-38	80%	9/11 - 7/12	\$128,548	1FD4E45S1CDA32489	1406963	18/2	DAR Digital	Active 2012 Cond - 3	132551
2012 Ford E-450, Elkhart, GAS	B-39	80%	9/11 - 7/12	\$72,514	1FD4E45S3CDA41470	1406962	18/2	DAR Roller	Active 2012 Cond - 3	164012
2012 Ford E-450, Elkhart, CNG	B-40	80%	9/11 - 7/12	\$115,052	1FD4E45S6CDA41477	1406965	18/2	DAR Roller	Active 2012 Cond - 3	92310
2012 Ford E-450, Elkhart, CNG	B-41	80%	9/11 - 7/12	\$115,052	1FD4E45S4CDA41476	1406964	18/2	DAR Roller	Active 2012 Cond - 3	100601
2013 Ford E-450, Starcraft, CNG	B-42	80%	2/13 - 5/14	\$244,591	1FD4E45S8DDA89340	1397484	18/2	DAR Digital	Active 2014 Cond - 3	85582
2013 Ford E-450, Starcraft, CNG	B-43	80%	2/13 - 5/14	\$244,591	1FD4E45S9DDA89363	1397485	18/2	DAR Digital	Active 2014 Cond - 3	89952
2013 Ford E-450, Starcraft, CNG	B-44	80%	2/13 - 5/14	\$114,389	1FD4E45S3DDA89360	1397487	18/2	DAR Digital	Active 2014 Cond - 3	85750
2013 Ford E-450, Starcraft, CNG	B-45	80%	2/13 - 5/14	\$115,361	1FD4E45S3DDA89357	1397486	18/2	DAR Digital	Active 2014 Cond - 3	83486
2013 Ford E-450, Starcraft, CNG	B-46	80%	2/13 - 5/14	\$115,361	1FD4E45SXDDA89341	1397483	18/2	DAR Roller	Active 2014 Cond - 3	81209

Exhibit 4

City of Madera Transit

Performance Standards, Incentives and Penalties

The City of Madera seeks to provide transit customers in the City's transit service area with public transportation to specified destinations in a professional, courteous and timely manner with equipment that is accessible, affordable, and comfortable. Specific City of Madera transit service minimum performance standards include:

- On time performance a minimum of 95 percent of the time.
- Two or fewer formal customer complaints per month.
- Ensure that MAX and DAR vehicles, equipment, services are 100 percent compliant with Federal ADA requirements as may be updated from time to time.
- Operate a minimum of five MAX fixed route and five Dial-A-Ride (DAR) buses in service during regular service hours.
- Maintain a combination of grant funding, fare revenues, and local sales tax based revenues sufficient to sustain current service levels, explore growth opportunities and implement service enhancements.

Consistent with these goals, the following incentives and penalties will be considered an integral part of the final agreement:

1. FIXED ROUTE SERVICE

A. On-Time Performance

Performance Standard:

The fixed route system as a whole shall operate on time 95% of the time. On time shall mean no minutes early and up to no more than five minutes late on any run. On-time performance statistics shall be provided on the Contractor's monthly report submitted to the City and shall serve as the basis for this performance standard in addition to any on-time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving City buses, or wheelchair boardings provided Contractor documents each and every delay by route number, time of day and reason for delay.

Incentive:

A \$0.40 per hour incentive shall be paid annually on all fixed route hours operated if the required standard is met or exceeded up to a maximum of \$6,000.00 per contract year.

B. Missed Runs

Performance Standard:

All runs shall be operated per the transit schedules issued by the City. Contractor will not be penalized for missing runs due to a lack of City provided buses. However, this is the only reason Contractor will not be penalized. Having no buses to operate includes mechanical failure. Driver error will not be considered a mechanical failure (i.e.; untrained drivers causing buses to go down,

missed fueling, driver caused accidents, etc.)

Incentive:

Contractor shall receive an incentive of \$0.40 per hour for each fixed route hour operated for not missing any more than 4% of the total fixed route runs scheduled by the City per contract year.

Penalty:

The assessment charged to Contractor for a missed run shall be the average ridership per hour for the route multiplied by \$2.00 for each missed run (i.e.; ridership per hour = 10 passengers then 1 missed run penalty would be $10 \times \$2.00 = \20.00). Said assessment should be paid to the City in the month in which the missed run occurs or as otherwise agreed upon in writing with the City.

2. DIAL-A-RIDE SERVICE

A. On Time Service

Performance Standard:

Contractor to meet passenger pickup times for 95% of all passenger service requests based on the City's pickup window. On-time performance statistics (showing full calculations and definitions) shall be provided on the Contractor's monthly report submitted to the City and shall serve as the basis for this performance standard in addition to any on-time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving City buses, or wheelchair boardings provided Contractor documents each and every delay by route number, time of day and reason for delay.

3. BUS WASHING AND CLEANING

A. Interior/Exterior Cleanliness

Performance Standard:

The interior of each bus shall be cleaned thoroughly each day. This cleaning shall include vacuuming/sweeping the floor; mopping the floor; and cleaning all seats, all wheelchair tie-down rails, all step wells, drivers compartment, and the wheelchair lift station. The exterior of each bus shall be thoroughly washed at least once each week. No fuel overflow/spillage shall be visible on the exterior of any in-service bus. Such spillage will be considered a failure of inspection.

Exhibit 5

City of Madera Reporting Requirements

RECORDS AND REPORTING

1. General Provisions

- A. The Contractor shall maintain all project records as requested by the City.
- B. Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City pursuant to this RFP on file for at least three (3) years following the date of final payment to Contractor by the City. The above records retention requirement shall include daily drivers logs, trip tickets, vehicle trip sheets dispatch records and any data summaries compiled by the Contractor as well as all other books, records and documents. Any duly authorized representatives of the City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours.
- C. All project records prepared by the Contractor shall be owned by the City and shall be made available to the City at no additional charge.
- D. Summary reports shall be provided monthly to the City. Said monthly reports shall be received no later than the 10th working day of the following month.
- E. The format (preferably electronic) to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the City.
- F. The Contractor's submittal of reports to the City shall be interpreted as certification that all information is accurate.

2. Daily Records

- A. Vehicle trip sheets shall be legibly maintained by drivers and shall include but not be limited to the following information:
 - i. Driver name and vehicle number.
 - ii. Total daily passenger counts, by fare type, by city and by passenger category.
 - iii. Daily mileage by vehicle, including mileage leaving and at return to base. Mileage shall be measured in tenths of a mile.
- B. Contractor shall make all vehicle trip sheets available to the City on a periodic basis as shall be requested by the City. Said trip sheets shall be maintained, labeled and arranged chronologically by day. Appropriate summary documents shall be included with the related vehicle trip sheets.
- C. Contractor shall be responsible for producing an actual count of fixed-route riders provided by each route and sub-route by direction of travel (for example (Route 1 to Hospital; Route 1 from Hospital).
- D. DAR City and DAR County dispatcher logs shall be maintained daily and shall include but not be limited to the following information:
 - i. Name, address, and telephone number of the user requesting service.
 - ii. Passenger's destination and the requested arrival time at the destination.
 - iii. Identification number of vehicle and driver responding to the trip request.
 - iv. Indication of subscription service if applicable.
 - v. Estimated passenger pick-up time.

- vi. Actual passenger pick-up time.
- E. A daily report summarized monthly of:
 - i. Total trip request calls.
 - ii. Number of trip denials.
 - iii. Reason for trip denials.
 - iv. Number of trips scheduled.
 - v. Identification of "No Shows."
 - vi. Number of subscription trips scheduled.
- F. Trip Information
 - i. Customer name.
 - ii. Vehicle used.
 - iii. Trip origin and destination.
 - iv. Scheduled pick-up time.
 - v. Actual pick-up time.
 - vi. Actual arrival time (at destination).
- G. Driver – Vehicle Information
 - i. Shift including total hours.
 - ii. Revenue hours.
 - iii. First pick-up and last drop off for each shift.
 - iv. Indicating times of lunches, breaks, roadcalls and any other service interruptions.
- H. Unusual Occurrences
 - i. Wait times.

4. Monthly Summaries - City Transit Services

- A. The Project Manager shall prepare and submit to the City a monthly summary report within ten (10) working days after the end of the operating month in order to receive reimbursement for the prior month's service. Monthly summary reports shall include, but not be limited to:
 - i. Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares and transfer slips collected by the operator.
 - ii. Monthly summary of daily operator and dispatcher logs separated by trip origin (City or County) as relevant back-up information to the monthly summary report.
- B. The Project Manager shall also document operational problems or passenger complaints and describe any action taken regarding these problems. Passenger complaints related to safety or serious operational deficiencies shall be reported to the City no later than the next working day following Contractor's receipt of complaint.
- C. Reports for City services shall include the following information at a minimum:
 - i. Actual count of passengers by fixed route.
 - ii. Passenger data by fare type and passenger category.
 - iii. Total vehicle miles.
 - iv. Vehicle revenue miles.
 - v. Total vehicle hours.
 - vi. Vehicle revenue hours.
 - vii. Fares collected.

- viii. Transfers.
 - ix. Count of no-shows by DAR passenger.
 - x. Count of DAR reservation cancellations.
 - xi. Detail of any fixed route missed runs.
 - xii. Data should show monthly summary and be broken down by day).
 - xiii. Accidents by FTA category.
 - xiv. Fuel consumption.
 - xv. Road calls.
 - xvi. On-time and wait time samples.
 - xvii. Tabulations and descriptions of the types and nature of complaints and follow-up actions taken.
 - xviii. Bus exterior washing by vehicle.
- D. The Contractor shall provide the City with an up-to-date driver roster each month. Roster will be submitted as part of the monthly reporting. The Contractor shall also include a report summarizing turnover in personnel and descriptions of recruitment and training efforts.

5. National Transit Database (NTD)

The Contractor shall be responsible for collecting operating data required by for the NTD and other pertinent ridership information. NTD requirements entail a high level of financial and operational data. The City is currently eligible for a waiver from sampling for passenger miles. Should the City not be eligible for a waiver from sampling, the Contractor shall be responsible for on-board operational data sampling utilizing an FTA-approved sampling methodology. All source documents shall be maintained for the duration of the Agreement and released to the City following final payment. The Contractor may be subject to an audit by the City and/or FTA at any time within the Agreement period.

ATTACHMENT A

Cost Proposal Form – Instructions

Important Information and Instructions to Complete Form:

1. This COST PROPOSAL FORM format is to be used to submit the Contractor's fixed price proposal for Years 1 (pro-rated) through 3 and Option Years 1 and 2 for all work described in the City of Madera's Transit Division Services RFP including Exhibits and Attachments. All Contractor costs, including any anticipated fees and charges to the City, must be clearly reflected in the cost proposal as either a line item cost or in narrative format.
2. Contractor's total proposed costs for "Year 1, FY2018-19" will be considered a firm price.
3. For Contractor proposal and strictly for City evaluation purposes, Contractor must use a two-percent (2%) inflation rate annually through the term of the contract period.
4. Effective July 1 of each contract year beyond Year 1, Contractor's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The Contractor must have written City concurrence of the CPI to be used for annual increases through the duration of the Contractor's Agreement with the City. The Contractor and City must agree to the CPI to be used prior to Contractor invoicing and City reimbursement in the new fiscal year.
5. Contractor's detailed Revenue Hourly Budget Breakdown on the Cost Proposal Form should be consistent with the rates proposed.
6. The plus or minus 15% above the base revenue hours may be used by Contractor only with prior written City approval.

ATTACHMENT A

Cost Proposal Form - (Page 1 of 6)

PROPOSER: _____

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

TOTAL PROPOSAL COST	YEAR 1 FY18-19*	YEAR 2 FY19-20	YEAR 3 FY20-21	OPTION YEAR 1: FY21-22	OPTION YEAR 2: FY22-23	3-YEAR TOTAL	5-YEAR TOTAL
Fixed-Route Cost per Revenue Hour							
Dial-A-Ride/ADA Paratransit Cost per Revenue Hour							
Monthly Fixed Costs							
TOTAL COST*							
PRO FORMA ESCALATION %		2%	2%	2%	2%		

PROJECTED VEHICLE REVENUE HOURS*	YEAR 1: FY18-19	YEAR 2: FY19-20	YEAR 3: FY20-21	OPTION YEAR 1: FY21-22	OPTION YEAR 2: FY22-23	3-YEAR TOTAL	5-YEAR TOTAL
Fixed-Route Vehicle Rev Hours	10,650±15%	14,200±15%	14,200±15%	14,200±15%	14,200±15%	39,500±15%	67,450±15%
Dial-A-Ride Vehicle Rev Hours	10,050±15%	13,400±15%	13,400±15%	13,400±15%	13,400±15%	36,850±15%	63,650±15%

* Year 1, FY18-19 to be a firm cost pro-rated October 1, 2018 – June 30, 2019; subsequent annual actual contract costs to be based on CPI.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: _____ Title: _____ Date: _____

ATTACHMENT A

Cost Proposal Form – (Page 2 of 6)

PROPOSER: _____

Definitions:

“FTE” means the number of full time equivalent positions needed to operate the proposed services. Full time equivalents equal 2,000 hours.

“Wage/Salary” should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTEs) at differing hourly wage rates for this contract. *Please explain and justify any off-site personnel included in the price proposal.

FIXED Route Services										
Job Classifications	FY2018-19 10/1/18 – 6/30/19		FY2019-20 7/1/19-6/30/20		FY2020-21 7/1/20-6/30/21		OPTION YEAR 1: FY21-22		OPTION YEAR 2: FY22-23	
	FTE	Wage	FTE	Wage	FTE	Wage	FTE	Wage	FTE	Wage
Drivers										
Drivers										
Drivers										
Drivers										
Drivers										
Dispatchers/Supervisors										
Operations Manager										
Office/Clerical Staff										
Trainers										
Off-Site Personnel*										
Total FTEs										

Dial-A-Ride Services										
Job Classifications	FY2018-19 10/1/18 – 6/30/19		FY2019-20 7/1/19-6/30/20		FY2020-21 7/1/20-6/30/21		OPTION YEAR 1: FY21-22		OPTION YEAR 2: FY22-23	
	FTE	Wage	FTE	Wage	FTE	Wage	FTE	Wage	FTE	Wage
Drivers										
Drivers										
Drivers										
Drivers										
Drivers										
Dispatchers/Supervisors										
Operations Manager										
Office/Clerical Staff										
Trainers										
Off-Site Personnel*										
Total FTEs										

Please describe available fringe benefits of full time and part-time employees: _____

ATTACHMENT A

Cost Proposal Form - (Page 3 of 6)

* Year 1, FY18-19 to be a firm cost; subsequent annual actual contract costs to be based on CPI. Year 3 anticipate transit operations relocate to new 3200 sq. ft. transit facility.

LINE ITEM OPERATING BUDGET						
PROPOSER:						
	Year 1 October 1, 2018 - June 30, 2019		Year 2 July 1, 2019 – June 30, 2020		Year 3 July 1, 2020 – June 30, 2021	
Costs	Fixed	Variable	Fixed	Variable	Fixed	Variable
A. Salaries and Wages						
1. Management						
2. Supervisors/Dispatchers						
3. Support Staff						
4. Maintenance Staff						
5. Drivers						
6. Drivers: Training and Non-Revenue						
B. Payroll Taxes and Fringe Benefits						
1. Management						
2. Supervisors/Dispatchers						
3. Support Staff						
4. Maintenance Staff						
5. Workers Compensation: Staff						
6. Workers Compensation: Drivers						
7. Drivers						
8. Drivers: Training and Non-Revenue						
C. Facility Expense						
1. Rent						
2. Utilities						
3. Phone						
D. Office Expenses						
1. Office equipment lease/amortization						
2. Office Supplies						
3. Printing/copying						
E. Insurance Expense						
1. General Liability						
2. Vehicle Liability						
3. Performance Bond						
4. Licenses						
F. Maintenance Expense						
1. Parts						
2. Tires						
3. Supplies and Materials						
G. Vehicle Cleaning Expense						
1. Vehicle cleaning expense						
H. Equipment Purchase/Depreciation						
1.						
2.						
3.						
I. Miscellaneous Expense						
1. Employee miscellaneous						
2. Non-Revenue Vehicle miscellaneous						
3. Other miscellaneous						
J. Startup Expense						
1. (include detail in proposal w rite-up)						
K. Profit and Overhead						
1. Overhead						
2. Profit						
Total Fixed Cost						
Total Variable Cost						
TOTAL PROJECT COST						

ATTACHMENT A

Cost Proposal Form – (Page 4 of 6)

PROPOSER:

	OPTION Year 1 July 1, 2021– June 30, 2022		OPTION Year 2 July 1, 2022 – June 30, 2023	
Costs	Fixed	Variable	Fixed	Variable
A. Salaries and Wages				
1. Management				
2. Supervisors/Dispatchers				
3. Support Staff				
4. Maintenance Staff				
5. Drivers				
6. Drivers: Training and Non-Revenue				
B. Payroll Taxes and Fringe Benefits				
1. Management				
2. Supervisors/Dispatchers				
3. Support Staff				
4. Maintenance Staff				
5. Workers Compensation: Staff				
6. Workers Compensation: Drivers				
7. Drivers				
8. Drivers: Training and Non-Revenue				
C. Facility Expense				
1. Rent				
2. Utilities				
3. Phone				
D. Office Expenses				
1. Office equipment lease/amortization				
2. Office Supplies				
3. Printing/copying				
E. Insurance Expense				
1. General Liability				
2. Vehicle Liability				
3. Performance Bond				
4. Licenses				
F. Maintenance Expense				
1. Parts				
2. Tires				
3. Supplies and Materials				
G. Vehicle Cleaning Expense				
1. Vehicle cleaning expense				
H. Equipment Purchase/Depreciation				
1.				
2.				
I. Miscellaneous Expense				
1. Employee miscellaneous				
2. Non-Revenue Vehicle miscellaneous				
3. Other miscellaneous				
J. Startup Expense				
1. (include detail in proposal w rite-up)				
K. Profit and Overhead				
1. Overhead				
2. Profit				
Total Fixed Cost				
Total Variable Cost				
TOTAL PROJECT COST				

ATTACHMENT A

Cost Proposal Form – (Page 5 of 6)

START-UP DETAILS AND COSTS		
Item #	Item Description	Proposed Start-up Cost
1	Office Supplies	
2	Operator uniforms	
3	Relocation costs	
4	Training Costs	
5	Wage/benefit Costs	
6	Insurance	
7	Inventory set-up costs	
8	Leasehold improvements	
9	Corporate support/profit	
10	Recruitment Expenses	
11	Recruitment Bonuses	
12	Outside trainer lodging/travel	
13		
14		
15	Other Miscellaneous Expenses (list below):	
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
TOTAL:		
<p>* This form should identify each component required for start-up of transit services, including the cost for each during the start-up period.</p>		
<p>On behalf of the entity I am authorized to represent, I understand and certify the proposed rates as set forth above.</p>		
	By:	Date:
	Title:	

ATTACHMENT A
Cost Proposal Form – (Page 6 of 6)

(Name of Company)

PROPOSER hereby submits this cost proposal to meet the specifications for the City of Madera fixed-route and demand-response transit services.

Type of Business (sole proprietorship, partnership or corporation)

Address

Telephone

Fax Number & Email Address

Name

Title

Signature

Date

ATTACHMENT B

Required Proposer Certifications

Lobbying Certification

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

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

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

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

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

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

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

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR'S Authorized Official

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Madera may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Madera if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Madera for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Madera.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Madera may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Date _____

Company Name _____

Name _____

Title _____

Signature _____

Certification Disadvantaged Business Enterprise Program/Equal Employment Opportunity

Pursuant to the provisions of 49 CFR Part 26, a 13% DBE participation goal has been established for this project. All PROPOSERS are required to meet this goal or show a good faith effort towards meeting this goal.

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public Agreements Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: _____
2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR'S workforce breakdown by race and gender. TOTAL EMPLOYEES as of _____

JOB CATEGORIES

EMPLOYEES

	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers:	___	___	___	___	___	___	___	___	___	___
Professional:	___	___	___	___	___	___	___	___	___	___
Technical:	___	___	___	___	___	___	___	___	___	___
Sales:	___	___	___	___	___	___	___	___	___	___
Office/Clerical:	___	___	___	___	___	___	___	___	___	___
Craftsmen:	___	___	___	___	___	___	___	___	___	___
Laborers:	___	___	___	___	___	___	___	___	___	___
Service:	___	___	___	___	___	___	___	___	___	___

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

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

Certification Regarding Alcohol Misuse and Prohibited Drug Use

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

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (24)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Date _____

Company Name _____

Name _____

Title _____

Signature _____

Exhibit 6
PRO FORMA AGREEMENT FOR MANAGEMENT AND OPERATION
OF
MADERA TRANSIT SERVICES

This Agreement made and entered into this ____day of, _____ 2018 by and between the CITY OF MADERA, a public agency, hereinafter referred to as "CITY," and _____, hereinafter referred to as "CONTRACTOR" for management and operation of the City of Madera Transit Divisions' (MTD) fixed-route (MAX) and dial-a-ride services (DAR).

WHEREAS, CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Madera Transit Services RFP No. 201718-10 ("RFP") attached hereto as Exhibit "A" and incorporated herein as though set forth in full. The CONTRACTOR has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the CITY to perform these needed services as indicated in the response attached hereto as Exhibit "C" and incorporated herein as though fully set forth. The CITY desires to have the CONTRACTOR perform the work in accordance with the RFP and the response thereto prepared by the CONTRACTOR. The work to be performed in accordance with Exhibit "A" and Exhibit "B" is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is HEREBY MUTUALLY AGREED as follows:

1. **Order of Precedence:** This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:
 - a. This Agreement
 - b. Conformed Requested for Proposal (RFP) No 201718-10 (attached as Exhibit Y)
 - c. Best and Final Offer (BAFO) (optional)
 - d. CONTRACTOR's proposal dated _____ (attached as Exhibit Z)
2. **Term of Agreement:** The Agreement shall be for a period of three (3) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin August 1, 2018 through July 31, 2019. Contract Year 2 will be August 1, 2019 through July 31, 2020. Contract Year 3 will be August 1, 2020 through July 31, 2021 unless extended as provided for in the following paragraph, or terminated as provided for in Section 11 of this Agreement.

Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, on a month-to-month basis up to a maximum of six (6) months. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

3. **SCOPE OF WORK:**

- a. **CONTRACTOR Responsibilities:** CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:
 - 1) **Key Personnel/Management:** During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof. The CONTRACTOR shall provide general and specific management of day-to-day operations for the

CITY's fixed-route and demand-responsive services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site transit manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-MTD work (e.g., for corporate level meetings, responding to other non-MTD problems, etc.). This includes corporate management led meetings on MTD property.

- 2) Day-to-Day Operation: CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Sunday during designated hours of operation.
- 3) Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall be responsible for administration of CITY's Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or a CITY official for further review if applicable. The CITY ADA Policy shall set sufficient guidelines to allow CONTRACTOR to administer the ADA eligibility certification process in accordance with such Policy. The CITY ADA Policy shall be the sole responsibility of CITY.
- 4) Operating Facility: CONTRACTOR shall locate its administrative/operations and dispatching office at the CITY of Madera Intermodal Center located at 123 'E' Street in Downtown Madera, unless otherwise approved by CITY. The CONTRACTOR shall enter into a separate agreement with the CITY to lease space at the Intermodal Facility, as detailed below under "City of Madera Responsibilities." The CONTRACTOR will ensure that all CITY-owned buses are housed overnight at the Intermodal Facility, at the City of Madera Corporate Yard at 1030 S. Gateway Drive, or at a location agreed upon in writing by the CITY. The Intermodal Center office shall be maintained by the CONTRACTOR and present a professional appearance at all times

CONTRACTOR shall relocate its operations to a proposed new transit administration facility (lease terms to be determined), if completed during the contract period.

CONTRACTOR shall be responsible for the secure distribution and tracking of all CITY-issued Facility and Vehicle access devices and identification badges to CONTRACTOR employees. CITY shall be responsible for key and badge control, and shall maintain a log of issuance.

CONTRACTOR shall be solely liable and responsible for any expenses which result, as determined by CITY in its discretion, from inadequate key or badge control that requires CITY to re-key or replace access control items. CONTRACTOR shall also be responsible for replacing any damaged Equipment and for notifying CITY immediately to report damaged Equipment.

- 5) Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representative and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Dispatchers and customer service representatives shall have some bilingual skills (communicate in Spanish and English; i.e., ability to understand simple directions, addresses and times). Consideration should be given to bilingual drivers who understand simple directions in English/Spanish. Qualified supervisory personnel shall be available during all hours of operation.

No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate **Conduct Unbecoming of Personnel** as defined in Section 3.a.6 of this Agreement. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, CITY shall have the right to request CONTRACTOR to remove from service to CITY any employee who, in CITY's sole discretion, is deemed to violate Section 3.a.6 on more

than one instance in a 6-month period; provided that CITY shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

- 6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics.

All of the CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. MTD may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or MTD property for behavior or actions as outlined below, and/or for engaging in conduct unbecoming an employee as defined below. Removal or actions by CONTRACTOR in response to the request, shall be at no cost to MTD.

Examples of conduct unbecoming an employee include, but are not limited to:

- a) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
- b) Any instance of belligerent or malicious behavior.
- c) Instance(s) of willful failure to assist customers.
- d) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
- e) Instance(s) of littering in rolling stock or station areas.
- f) Instance(s) of snacking, smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an MTD vehicle or equipment.
- g) Conduct demeaning to MTD or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
- h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
- i) Any violation of MTD and the CONTRACTOR Personal Electronic Device policies including devices such as Google and Apple watches that create the potential for distraction.

Reasons for which MTD might request that an employee or subcontractor be removed include, but are not limited to:

- Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
- Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.
- Repeated failure to adhere to program policies, rules or procedures.
- Poor customer service as demonstrated by three or more valid complaints within a twelve-month rolling period.

- 7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with MTD services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office to provide information in English and Spanish. If bus service is modified by CITY to begin earlier or to end later than currently scheduled, the time period when customer service is available shall be expanded to correspond with MTD service hours.
- 8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at MTD is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by CITY. CONTRACTOR shall prepare and provide CITY with a report of sales and

deposits monthly by the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

- 9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints according to the passenger complaint process as outlined in Section 20 (2).
- 10) Telephones: CONTRACTOR shall provide, at a minimum, a telephone system that has the capability to monitor hold time for the CITY's customers and place them in queue, and generate reports stating such. While on hold, the system shall provide customers with information regarding services offered while waiting for a dispatch/reservation person to quickly handle their needs. The system shall record calls for review, as needed, and shall allow for reviewing calls with staff as an instructional tool to provide improved customer service. Other options shall include ACD (automatic call distribution), IVR (Interactive Voice Response), call length monitoring, hold time tracking, and ride status notification (text, call or email), and able to generate reports of this information.

CONTRACTOR shall provide a minimum of four telephone lines---two (2) incoming telephone lines for customer communications and service requests on a rollover system and two (2) additional business lines. Public information such as brochures and websites shall direct those making transit related inquiries to call a specific telephone number(s), used only for this service. CONTRACTOR shall also provide Telecommunications Device for the deaf (TDD) capability and equipment and telephone reservations capabilities per Americans with Disabilities Act requirements. CONTRACTOR shall install all equipment and make fully operational the specified telephone system within sixty (60) days of initiation of this Agreement.

CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

Telephone information lines shall be answered "Good Morning (afternoon or evening), Madera Area Express, this is (first name of answerer) speaking, "How may I help you?". Calls will end with a repeat of the confirmed reservation if applicable, and "Thank you for riding Madera Area Express, Goodbye or Have a nice day/evening."

CONTRACTOR shall make special efforts to respond to telephone service and information requests from Spanish-speaking passengers. CONTRACTOR shall provide bilingual (Spanish/English) telephone information personnel during all days/hours of operation.

- 11) Uniforms: CONTRACTOR shall ensure that all employees comply with the specifics set forth in this paragraph. Employees shall be in uniform acceptable to CITY, and shall wear tags clearly displaying their names while performing their duties. Upon notice from CITY concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, CONTRACTOR shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees traveling to and from the workplace. The uniform requirements are as follows:
 - (1) Black or Navy-Blue slacks or shorts. Pants must be clean, pressed and with no visible areas of wear.

- (2) Solid collared shirt. Shirts must be of one solid MTD color, clean, pressed and with no visible wear areas with a single logo/patch approved by the CITY. Shirts can be long or short sleeved and tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their pants as long as their shirts are tailored with a square cut bottom.
 - (3) Black shoes and black or navy socks. All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined.
 - (4) Black belt. All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.
 - (5) Name Badge. Name badge should be displayed and visible at all times on the right side of the outer most garment.
 - (6) Hair. Bus operators and customer service staff must keep hair clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however, hair clips must be conservative in size and professional in style. Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the bus operator, such as spikes, Mohawks, multi-colored hues, or blue, pink, green, purple, etc.
 - (7) Mustaches, Beard and Sideburns. Bus operators' moustache, beard and sideburns must be neatly trimmed and well-groomed at all times.
 - (8) Fingernails. Fingernails must be neatly trimmed and conservative in style and must not impact the bus operator's ability to operate the bus safely and perform other tasks as required.
 - (9) Jewelry. Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Ear "plugs" or "gauges" are not permitted. Facial jewelry is strictly prohibited.
 - (10) Hats. Hats are optional but only CITY approved hats and visors shall be permitted.
 - (11) Undergarments. Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. Shirt lettering or graphics should not be visible through the uniform shirt material. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.
 - (12) Sweaters / Jackets. Bus operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be one solid MTD color with a single logo/patch approved by CITY.
- 12) Driver Identification: The CONTRACTOR shall be responsible for ensuring that drivers display appropriate identification on their uniforms. Further, the CONTRACTOR shall ensure that all drivers post bilingual placards, English and Spanish, which clearly identify the driver and provide the contact information for the CITY, sufficient to allow riders to report complaints, comments, or concerns. The CITY shall approve the design and placement of these placards prior to their use; and the CITY reserves the right to penalize the CONTRACTOR \$100 per documented incident.
- 13) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by MTD prior to start-up and must be updated (subject to MTD approval) on an annual basis.

The CONTRACTOR, in accordance with MTD policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees. The CONTRACTOR's organizational chart shall establish a Training Plan and Quality Management Program and ensure that the sole purpose of the training function is to support the responsibilities as specified in this section and ensure that the responsibilities are clearly defined as to not interfere with the functions

and independence of the Safety function. A copy of the written outline/overview of the Training Plan submitted with the CONTRACTOR's Proposal is attached to this Agreement with Exhibit Y. The final Training Plan shall be developed for MTD review and approval 30 days prior to the Service Date of the Agreement. Training shall include those elements required for the performance of duties in addition to specific areas of training for MTD operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires consistent with current MTD programs. Training courses shall include provisions for refresher training.

- a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for MTD inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, system safety training, Customer Service to include dealing with difficult passenger training, and ADA training (which shall include initial training of 4 hours and 2 hours of annual refresher training). Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.
- b) As part of the Training Plan, the CONTRACTOR, in accordance with applicable collective bargaining agreements and in consultation with the MTD, shall develop, implement and administer an ongoing proficiency testing program for all crafts that ensures that the CONTRACTOR employees have the knowledge and skills required to safely and competently administer their duties. Testing shall include equipment and procedures unique to MTD operations.
- c) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area. Employees who refuse or decline training and fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. MTD reserves the right as deemed necessary to qualify each employee proposed by the CONTRACTOR to perform work. The CONTRACTOR shall be required to remove from MTD service any the CONTRACTOR personnel who fails to successfully complete training required in the approved Training Plan.
- d) The CONTRACTOR may reinstate the removed CONTRACTOR personnel to MTD service once the employee successfully completes the required training. NTD reserves the right to request evidence that the CONTRACTOR's employees and subcontractors who are providing Services are appropriately trained and certified and have completed appropriate efficiency and competency tests.
- e) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.
- f) The CONTRACTOR shall meet quarterly with MTD Program Manager to review the effectiveness of the approved Training Plan. The CONTRACTOR shall also provide MTD with a quarterly training report per Section 18: deliverables, Reports, and Notifications, furnished to MTD at least two weeks prior to the quarterly training review. The CONTRACTOR also shall provide monthly reports to MTD on performance of efficiency testing per Section 18: Deliverables, Reports, and Notifications.
- g) The CONTRACTOR is responsible for formulating and coordinating all training activities. The CONTRACTOR shall provide training within MTD's service area, unless prior written approval to hold training elsewhere is provided by MTD. The CONTRACTOR shall schedule training activities so as to not interfere with its provision of services under the Contract. The CONTRACTOR shall provide a schedule of all planned training and upon request shall make available to MTD employees and to third-party CONTRACTOR personnel, any training offered to or by its own personnel who are assigned to work on the Contract. The

CONTRACTOR shall provide at least fourteen (14) day notice to MTD of all training offered to or by the CONTRACTOR for its own personnel prior to the beginning of such training.

- h) All training records will be maintained in a CONTRACTOR database system subject to review by CITY upon request.
 - i) All current employees that are retained by CONTRACTOR must be retrained to new Training Plan and regulatory standards within 90 days of Service Start Date.
- 14) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.
- 15) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers. Drivers shall assist in loading and unloading of elderly or ambulatory disabled passengers and in carrying parcels or personal effects in accordance with CITY policies and procedures as provided by CITY in writing to CONTRACTOR.
- 16) Driving Record Notification: CONTRACTOR shall be responsible for immediately notifying the CITY of any drivers who are identified in the State's Pull Notice Program.
- 17) ADA Training, (Initial and Refresher): The CONTRACTOR shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:
- Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:
 - a) Lecture on the ADA law with hands-on employee participation and also other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
 - b) Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.
 - c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:
 - a. Operator responsibilities.
 - b. Equipment and devices currently in use.
 - c. Proper use and securement of such equipment and devices.
 - d) Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and debarking of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:

- 1. A manual wheelchair.
- 2. An electric device with three or more wheels; e.g., a scooter.
- 3. An electric wheelchair.

Annual Refresher Training: One hundred-twenty (120) minutes of classroom ADA sensitivity training each year. This training shall include:

- a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
- b) A review of passengers with disabilities requiring special service needs.
- e) A panel discussion led by persons with disabilities recommending improvements to accessible transit service.
- d) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
- e) Update and training on changes to ADA law and related mandates as appropriate.
- f) Included within this training shall be a discussion of:
 - 1) Operator responsibilities.
 - 2) Boarding and securement equipment and devices currently in use.
 - 3) Proper use of such equipment and devices.
 - 4) Other matters as the CONTRACTOR deems appropriate.
- g) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and debarking of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a minimum of one (1) of each of the following:

- 1) A manual wheelchair.
- 2) An electric scooter.
- 3) An electric wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining NCTD Board Policy 21 to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

- 18) Hiring: CONTRACTOR drivers shall complete CONTRACTOR's Standard Employment Application, have a three-year check of driving records, successfully complete CONTRACTOR's Driver's Test and successfully complete in-service training.
- 19) California Vehicle Code Compliance: CONTRACTOR shall comply with California Vehicle Code Section 1801.1 (Pull Notice Program) and Section 12804.6 (bus operator certificates).
- 20) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers, mileage, and fuel usage by vehicle for both DAR and MAX. Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Dial-A-Ride services. Trip/farebox reconciliation documentation shall be maintained for both DAR and MAX by dispatch and shall be submitted to CITY on a daily basis in the format of a Trip/Fare Reconciliation Form. Driver information, with the exception of ridership, shall be submitted to CITY on a monthly basis in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the CITY no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.
- 21) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal State and Local requirements, including but not limited to drug and alcohol testing

and reporting requirements and ADA mandates. CONTRACTOR shall make available to CITY a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

Inasmuch as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6, 2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1 F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and MTD and to flow all applicable federal provisions down to Subcontractors at every tier. Federal provisions applicable to this Agreement and third party contracting in general are provided in Exhibit X hereto.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1 F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

- 22) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by CITY.
- 23) Charter Service: CONTRACTOR shall not operate charter service using CITY vehicles without prior written consent from CITY. In the event charter service is allowed, it shall be provided in accordance with FTA regulations.
- 24) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets; sell tickets, as agreed upon by CITY, at Intermodal Transportation Facility; and collect, record and return all tickets and money received as fares. Ticket data shall be provided on a monthly basis.
- 25) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting on a daily basis, and all fare revenue shall be taken to a banking institution or CITY Finance Department daily, as directed by the CITY. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the CITY. CONTRACTOR shall collect data for specific analysis as may be requested by the CITY.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

CITY is in the process of purchasing an automated farebox collection system which shall be installed on the new buses. CONTRACTOR is expected to conduct training of bus operators when new equipment is delivered and ready for integration into the transit operation. CONTRACTOR shall be responsible to maintain such automated fare collection system.

26) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the CITY Finance Department.

27) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the CITY for service pursuant to the Agreement. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 6 (a) and (b). CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

28) Marketing and Public Relations: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the CITY. Advertising or posting of any written materials on the interior and exterior of Revenue and Non–Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in CITY's marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to CITY. CONTRACTOR may not use CITY name or logo without CITY's prior written consent.

Bus Media. CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at MTC. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

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

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

29) Insurance: CONTRACTOR shall maintain required and appropriate insurance coverage, as detailed in the Insurance and Indemnification section of the RFP, including documentation of coverage to CITY, and shall provide the CITY with certificates certifying that CONTRACTOR has liability insurance and comprehensive and collision insurance for each vehicle as required by the CITY. CONTRACTOR shall provide documentation of any changes to insurance coverage including changes resulting from additions of vehicles to the CITY's transit fleet or from taking buses out of service.

30) Equipment and Vehicle Maintenance and Management: CITY shall provide sufficient vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The CITY shall service CITY vehicles.

Vehicles shall be parked in a location(s) to be provided by CITY or as designated by CITY. CONTRACTOR shall assist CITY with maintenance of vehicles and radios by ensuring repairs are reported timely and vehicles are transported to the Yard in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:

- a. CONTRACTOR employees will flag regular preventative maintenance intervals and will notify appropriate CITY Fleet Maintenance staff in a timely manner to ensure compliance with all CHP and FTA requirements. CONTRACTOR will make arrangements with Fleet Maintenance staff to schedule vehicles for needed repairs and preventive maintenance and coordinate transport of vehicles. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records upon request.
- b. CONTRACTOR will allow CITY to inspect vehicles upon request. CONTRACTOR will notify appropriate CITY Fleet Maintenance staff of all vehicle repairs and towing needs as required and reasonable, but in no way shall CONTRACTOR staff cause unnecessary, frivolous repairs to be made or necessary repairs be delayed. Failure of CONTRACTOR to notify CITY Fleet Maintenance staff of needed repairs and preventive maintenance in a timely manner will be considered negligent and could result in contract penalties in the form of reduced reimbursement in the amount of such repairs caused by such neglect.
- c. CONTRACTOR will coordinate with CITY Fleet Maintenance staff to operate a satisfactory preventive maintenance, bus cleaning and major component rebuilding/replacement program and providing for repair and maintenance of all CITY owned or provided equipment, including, but not limited to buses, two-way radios, wheelchair lifts and fareboxes. This includes, but is not limited to, ensuring the repair or replacement of buses and equipment by CITY in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.
- d. CONTRACTOR shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. **CONTRACTOR** will do a detail or more thorough exterior and interior cleaning on each transit vehicle on a monthly basis, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. CITY will inspect buses to evaluate bus cleaning performance for the purpose of accessing incentives and/or penalties consistent with performance standards provided in the RFP as Exhibit 4: CITY of Madera Transit Performance Standards, Incentives and Penalties.
- e. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to CITY.
- f. CITY shall be responsible for licensing Revenue Vehicles with the DMV.
- g. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times.
- h. CONTRACTOR shall maintain the radio base station in good working condition and communicate with CITY to advise staff of maintenance requirement for radios on CITY-owned transit vehicles.
- i. CONTRACTOR will cooperate with CITY to ensure that all vehicles and equipment used in the operation of DAR and MAX services are maintained at a level that will meet and pass all required CHP inspections. CONTRACTOR shall be responsible for assuring timely CHP inspections of all applicable vehicles.

CONTRACTOR shall supply computers and any peripheral equipment such as printers which must include scanning capability, and software applications including internet service to support

operational functions provided under this Agreement. In addition, CONTRACTOR shall provide adequate technical support to ensure minimal technical disruptions on transit operations services.

CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for DAR/ADA Paratransit service.

- 31) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to CITY within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and DAR buses operating more than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the CITY of Madera Police Department, Madera County Sheriff's Office or California Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to CITY property within three (3) working days. In cases involving injury, CONTRACTOR shall notify CITY transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to CITY.

CONTRACTOR shall work cooperatively with CITY staff, other CONTRACTORS, and local, State and Federal representatives in developing and, implementing the security procedures described in this Section.

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

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

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

Reporting. CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

- (a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; and (D) employee training sessions. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.
- (b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by CITY or by Federal, state, or local agencies.

- 32) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, coordination of bus maintenance, marketing, and route planning with City on a frequent (at least monthly) basis or as reasonably determined by CITY.
- 33) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement.
- 34) Dispatching Software: CONTRACTOR shall utilize Trapeze Simpli Transport dispatching software (or something comparable) with enhanced functions, including a data plan for a minimum of eight (8) buses. CONTRACTOR shall provide a minimum of sixteen (16) tablets or comparable hardware equipment (including replacements) and eight (8) mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational the Trapeze Simpli Transport software (or comparable program) inclusive of enhancements within sixty (60) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the Trapeze Simpli Transport system (or comparable program) with expansion of the fleet.
- 35) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for managing the video surveillance data stored on CITY owned server. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.
- 36) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and California Transportation Development Act reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit 5: City of Madera Reporting Requirements.
- a. The CONTRACTOR shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received.
 - b. The CITY shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.
 - c. CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit 5: City of Madera Reporting Requirements of the RFP, including the following in two separate reports, a report for DAR and a report for MAX:
 - i. Daily ridership by vehicle
 - ii. Daily ridership by wheelchair-bound passengers
 - iii. Daily mileage by vehicle
 - iv. Daily vehicle service hours by vehicle
 - v. Trip log from each vehicle operator
 - vi. Dispatch records showing times for:
 - 1. Receipt of service requests
 - 2. Pickup point/drop-off point
 - 3. Pickup assignment made
 - 4. Actual pickup
 - 5. Variance between promised times and actual pickup times
 - 6. Actual delivery of passenger
 - vii. On-time performance
 - viii. Trip denials
 - ix. ADA eligibility certifications, trip requests/denials, complaints log

- d. CITY reserves the right to establish a standardized reporting format with which CONTRACTOR must comply. Reports may be requested in hard copy (soft copy preferred), on a portable USB or electronic transfer in a format compatible with CITY computer hardware and software.
- e. CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to CITY:
 - i. Monthly Summaries. - CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by-route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. DAR reports shall distinguish all data points by City and County Area trips. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for CITY and County areas pursuant to CITY direction. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by CITY. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.
 - ii. Passenger Complaint and Compliment Reports. - CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY) and general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). All records of passenger complaints are to become a permanent record.
 - iii. Incident and Accident Reports. - CONTRACTOR shall, in accordance with the policy and process established by CITY, immediately notify the Madera Police Department, then the Transit Manager (or other appropriate CITY management staff if the Transit Manager cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.
 - iv. National Transit Database (NTD).
 - a. CONTRACTOR shall provide the data items to CITY as required by the FTA by September 1 each year for CITY to complete the NTD Small Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD Small Systems Reporting Manual.
 - b. CONTRACTOR shall report to CITY by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.
 - v. Financial Reporting Requirements - CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.
 - vi. Equal Employment Opportunity (EEO) Affirmative Action Report. - CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each CITY fiscal year, prepare an EEO report which consists of the following:
 - a. Workforce Analysis for each job category;
 - b. Job Group Analysis for each job category;

- c. Hiring Analysis for each job category;
 - d. Promotional Analysis for each job category;
 - e. Termination Analysis for each job category;
 - f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
 - g. Availability Analysis that compares the current workforce against the available workforce.
- b. Surveys. CITY may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.
- c. Meetings. CITY's Transit Manager, or designee, and other appropriate CITY management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by funding entities.
- b. CITY RESPONSIBILITIES:** The CITY, as the owner of the service, shall establish overall management and operational policy for the service. The CITY will periodically consult with CONTRACTOR on operational issues affecting service.
- 1) Fuel: CITY shall provide fuel through a CITY designated fueling facility during the period of this Agreement for Dial-A-Ride and MAX services. CONTRACTOR shall have access to a Fuel Management Delivery System that shall be mutually acceptable to both parties. This fuel shall be used exclusively for Dial-A-Ride and fixed route operations. CITY and CONTRACTOR records regarding miles traveled and fuel consumption will be exchanged if either party desires.
- 2) Office Facility: CITY shall lease space to CONTRACTOR in the CITY's Intermodal Transportation Facility for operation of CITY's transit services, including space for dispatch, office and vehicle parking. The terms of such lease shall be set forth in a separate agreement between CITY and CONTRACTOR. CITY shall provide office furniture for its transit program at the Intermodal Transportation Facility sufficient to ensure smooth delivery of service. Office furniture deemed unnecessary, unsightly or undesirable may be removed at CITY's request. CITY may provide needed enhancements to the Intermodal Transportation Facility space occupied by CITY transit services without prior approval of CONTRACTOR. All furniture provided by CITY shall remain CITY property upon any termination of this Agreement. CONTRACTOR will not be prohibited by this Agreement from supplementing space at the CITY's Intermodal Transportation Facility with additional space at CONTRACTOR's expense. CONTRACTOR shall relocate at CONTRACTOR's expense to the proposed new Transit Administration Facility should construction be completed during the contract period.
- CITY may conduct site visits of the Facility at any time during the Agreement Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the CITY's designated representatives as requested.
- 3) Routing and Scheduling: CITY shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for Dial-A-Ride.

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

- 4) Bus Stops and Bus Shelters: CITY shall provide bus stops, bus shelters, and related amenities.
- 5) Maintenance: With the exception of cleaning, CITY shall maintain, repair, and replace CITY-owned vehicles, including parts and labor.
- 6) Tickets/Passes and Schedules: CITY shall coordinate with CONTRACTOR to develop tickets, passes and DAR and MAX schedules/brochures for distribution by CONTRACTOR.
- 7) Advertising and Marketing: CITY shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials.

CITY shall provide marketing, public relations, and advertising services. CITY's decisions on all matters relating to advertising shall be final.

- 8) Payment: CITY shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of the monthly invoice and/or billing.
- 9) California Highway Patrol (CHP) Fees: CITY shall provide reimbursement for appropriate and necessary CHP inspection fees.

4. **Maximum Obligation**: CITY agrees to pay CONTRACTOR for its services as described herein:

- a. The price to be paid by CITY to CONTRACTOR for fixed-route service, Madera Area Express/MAX, and Dial-A-Ride shall not exceed the amounts as outlined below:
 - 1). For the period **October 1, 2018 through June 30, 2019** xxx Dollars (\$xxx,xxx), for a maximum of 11,850 \pm 15% vehicle service hours for MAX and 10,200 \pm 15% vehicle service hours for Dial-A-Ride.

Note: Costs after FY18/19 are based on an estimated annual CPI increase of two percent (2%) each year. Effective July 1 of each contract year, actual rates shall be adjusted to no more than the CPI annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased.

- 2). For the period **July 1, 2019 through June 30, 2020**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 15,800 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between the CITY and CONTRACTOR.
- 3). For the period **July 1, 2020 through June 30, 2021**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 15,800 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- 4). For the period **(Option Year 1) July 1, 2021 through June 30, 2022**, an estimated xxx Dollars (\$xxx,xxx) for a maximum of 15,800 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- 5). For the period **(Option Year 2) July 1, 2022 through June 30, 2023**, an estimated xxx Dollars (\$xxx,xxx) for a maximum of 15,200 \pm 15% vehicle service hours for MAX and 13,600 \pm 15% vehicle service hours for Dial-A-Ride. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.

Effective July 1 of each contract year beyond FY2018-19, rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed

three percent (3%). CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

Additional vehicle service hours may be operated upon the written request of the CITY and such additional service shall be in excess of the maximum obligation amount(s) as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in Section 6(a) of this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 5. Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR in the event that such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if TDA, FTA, or any other transit-related funds are not available or insufficient.

5. **Price Formula:** Effective July 1 of each contract year beyond FY2018-19, all rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. Annually, new rates shall be agreed upon, in writing, by the CITY and CONTRACTOR prior to invoicing by CONTRACTOR. Payment by CITY shall be computed as follows:

- a. **Vehicle Service Hourly Rate**

- 1). For the period October 1, 2018 through June 30, 2019, the cost per vehicle service hour is \$xx.xx for MAX and Dial-A-Ride. CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

- 2) "Vehicle Service Hours" for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard,

designated lunch breaks, and fueling time. "Vehicle Service Hours" for Dial-A-Ride shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs."

3) "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time, whichever is later, except in instances when the passenger actually boards the bus and is transported prior to the "scheduled" pick-up time. If the passenger actually boards the bus and is transported prior to his/her "scheduled" pick-up time, the time the passenger actually boards the bus shall be designated as the "first passenger pick-up."

b. **Fixed Monthly Fee**

1) For the period October 1, 2018 through June 30, 2019, the fixed monthly fee is \$xx. CONTRACTOR's total proposed costs for "Year 1, FY2018-19" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Fixed Monthly Fee" rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). Rates shall not be decreased. For purposes of this AGREEMENT, "CPI" shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), "All items less food and energy." The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR's Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

6. **Invoices:** CONTRACTOR shall submit the invoices to CITY as follows:

- a. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 15th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY's invoice. Costs are a part of and not in addition to rates defined in Section 5 (a) and (b).
- b. CONTRACTOR monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.
- c. Vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request. Hourly and fixed costs shall be computed weekly and submitted monthly.

7. **Payment:** All payments by CITY shall be made monthly after the service for the prior month has been provided. CITY shall make payment no more than thirty (30) days from receipt of invoice. CITY's standard policy is to pay by voucher or check within two (2) working days after each City Council meeting at which time payments may be authorized, provided that CITY receives the invoice at least fourteen (14) working days prior to the CITY meeting date. In the event CITY fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by CITY, CONTRACTOR shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of a repeated delinquency by CITY, CONTRACTOR shall have the right to request a deposit or payment bond from CITY before resuming service. CONTRACTOR shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement. If CITY disputes any items on an invoice for a reasonable cause,

CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. CITY shall notify CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY of the amounts and reasons for such deletions. CITY shall assign a sequential reference number to each deletion. Payments shall be by voucher or check payable to and mailed first class to:

Company Name and Address

8. **Control:**

- a. All services rendered by CONTRACTOR under this Agreement shall be subject to control of CITY.
- b. Notwithstanding the language in the preceding paragraph, CITY shall not interfere with the management of CONTRACTOR's normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. CITY may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme cases, CITY may request removal of a CONTRACTOR employee from performance under this Agreement, for example, on the basis of a driver's history in regards to driving records or abuse of DAR and/or MAX patrons. CITY shall make such request in writing, state the reasons therefore and include any supporting documentation. Such request shall not violate applicable local, state or federal laws, rules or regulations.

9. **Changes:** In the event CITY orders changes from this Agreement and/or the description of services in the Scope of Work or for other causes orders additional CONTRACTOR work not contemplated hereunder, additional compensation shall be allowed for such extra work. This additional compensation shall be negotiated between CITY and CONTRACTOR.

10. **Contract Re-negotiation:** This Agreement may be re-negotiated at any time during the period of this Agreement, in the event the CITY determines that a new scheduling, pickup or route system, or personnel levels, etc., may be cost-effective or necessary for efficient and effective operation of services. In this event, parties shall meet prior to any proposed service or contract changes to determine contract and payment schedules. Any new terms or conditions shall be agreed to in writing.

11. **Qualification for Future Contracts:** As a result of having entered into this Agreement, CONTRACTOR shall not be penalized or disqualified from bidding subsequent transportation management and operation programs under the jurisdiction of CITY.

12. **Succession:** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. **Termination:**

- a. **Termination for Default:** All the terms, conditions, and covenants of this Agreement are considered material, and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, CITY shall give CONTRACTOR thirty (30) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than thirty (30) days after receipt thereof to remedy, or cure such breach or default or is not diligently pursuing a cure, then CITY without further notice, may cancel this Agreement. In the event of termination of this Agreement as hereinabove specified, CITY shall have the right to take immediate possession of all buses, equipment, and facilities provided to CONTRACTOR by CITY. In the event the Agreement is terminated, all pertinent data prepared for the MAX and Dial-A-Ride services shall be made available to CITY without additional cost. Telephone number(s) for Dial-A-Ride and MAX will stay with the CITY.

- b. **Termination for Convenience:** Either party may terminate this Agreement in whole or in part at any time giving written notice to the other party by certified mail or personal delivery. If a party elects to terminate this Agreement, such party shall give the other party thirty (30) days prior written notice of said termination. CONTRACTOR shall be paid its reasonable and necessary costs on work performed to the date of termination of service. CONTRACTOR compensation shall be governed by Section 5 - Price Formula. CONTRACTOR shall promptly submit its termination claim to CITY for payment. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR shall account for the same and shall dispose of it in the manner directed by CITY.
- c. **Rights of CITY upon Termination or Expiration of Agreement and Waiver of Claims:** Upon expiration or earlier termination of this Agreement, CITY shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise, along the route and within the service area operated by CONTRACTOR as provided in this Agreement.
- d. For all undisputed payments, in the event CITY is delinquent in paying CONTRACTOR for undisputed payments by more than fifteen (15) days and has received a statement by certified mail, then CONTRACTOR may serve a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by CITY. If CITY does not correct the delinquency or if its parties do not agree to arbitrate the dispute under the provisions of this Agreement, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.
14. **Performance Bond:** CONTRACTOR will be responsible for the submission of a performance bond prior to the initiation of service. The bond shall be renewed on an annual basis for the duration of the Agreement term, and the amount of the bond shall be equal to twenty percent (20%) of the fixed cost component for the given year as identified in service contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the "City of Madera." Other performance bond arrangements are subject to the approval of CITY. CONTRACTOR shall maintain the performance bond during the life of the Agreement.
15. **Liquidated Damages:** CONTRACTOR's failure to perform contractual service obligations shall result in the assessment of liquidated damages at the rate of \$100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to \$500.00 per day for operational non-compliance/non-performance except as otherwise specifically identified in the RFP as Exhibit 4: City of Madera Transit Performance Standards, Incentives and Penalties of the RFP referenced in this Agreement in which case the later shall govern. CITY shall assess liquidated damages within ninety (90) days of the alleged failure or forfeit its right to assess such liquidated damages. No liquidated damages shall be assessed for service failures resulting from factors outside the scope of control of Contractor, including, but not limited to, weather, road construction or traffic delays.
16. **Communications:** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:
- If to CITY: Grants Administrator
 CITY OF MADERA
 205 West 4th Street
 Madera, California 93637
 (559) 661-3692
- If to CONTRACTOR: Contract Administrator
 Name and Address of Company
17. **Information and Documents:** All information, data, reports, records, maps, and survey results as are existing, available, and necessary for carrying out work as outlined in the Scope of Work and Agreement

hereof, shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible to carry out the work without undue delay.

18. **Proprietary Rights:** All inventions, improvements, discoveries, propriety rights, patents and copyright made by CONTRACTOR under this Agreement shall be made available to CITY with no royalties, charges or other costs but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR under this Agreement shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released to CITY or CITY's representative or participating organization without prior written consent of CONTRACTOR. Reports are excluded from this provision and shall be owned by CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. CITY shall approve papers and other formal publications before they are released.
19. **Force Majeure:** CONTRACTOR shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the government; riots; strikes; picketing; labor disputes; labor shortages; war; civil disorder; and unavailability of fuel. No payment, however, shall be made by CITY to CONTRACTOR for such time that service is not provided.
20. **Shortages and Delays:** In the event that CITY fails to provide or delays providing items as herein provided, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.
21. **Emergency Procedures:** In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from CITY is intact, CONTRACTOR shall follow instruction of CITY. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such emergency services shall be over and above "Maximum Obligation" of this Agreement. Immediately after the emergency condition ceases, CONTRACTOR shall re-institute normal transportation services. CITY agrees to indemnify, hold harmless and defend CONTRACTOR, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with CONTRACTOR providing emergency services to the CITY. CITY also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract.
22. **Interruption of Service:** In the event service required to be performed by CONTRACTOR under this Agreement is interrupted for any cause, and scheduled service is discontinued for more than forty-eight (48) hours, CITY shall have the right forthwith to take temporary possession of all facilities, buses and equipment provided to CONTRACTOR by CITY, and the facilities and equipment supplied by CONTRACTOR for the purpose of continuing the service which CONTRACTOR has agreed to provide in order that the CITY can preserve and protect the public interest and welfare. In the event the CITY does take possession of said CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment that normally would have been incurred by CONTRACTOR. CITY shall have the right to possession of such facilities and equipment and to render the required service until CONTRACTOR can demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR, provided that such temporary assumption of CONTRACTOR's obligation under this Agreement shall not be continued by the CITY for more than one-hundred twenty (120) days from the date such operations were undertaken. Should CONTRACTOR fail to demonstrate to the satisfaction of the CITY that required services can be resumed by CONTRACTOR prior to the expiration of

the aforementioned one-hundred twenty (120) days, this Agreement shall terminate and the rights and privileges granted in the Agreement shall be cancelled. During the period in which the CITY has temporarily assumed the obligations of CONTRACTOR under this Agreement, CITY shall pay costs and expenses applicable to said period, and CONTRACTOR shall not be entitled to receive payment as provided for in Section 6 herein. Any payments due CONTRACTOR for performance under this Agreement for services rendered during a partial monthly period shall be paid to CONTRACTOR.

23. **Audit:** CONTRACTOR shall permit the authorized representatives of CITY, County of Madera, California Department of Transportation, the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records, including financial records, of the CONTRACTOR relating to performance under this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof. Any authorized representative of CITY shall have access to any writings as defined above for the purpose of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONTRACTOR. Further, CITY has the right at all reasonable times to audit, inspect, or otherwise evaluate financial internal controls and work performed or being performed under this Agreement.

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

24. **Transportation Data Reporting:** CONTRACTOR shall report transportation data to CITY in accordance with Level C of the Uniform Financial Accounting and Reporting Elements (FARE) as required under Title 49 United States Code (U.S.C.) §5335(a). All transit data reporting should be consistent with National Transit Database (NTD) guidelines and requirements as applicable to the size and nature of the CITY's transit operations.
25. **Licenses:** A license and a Certificate of Public Convenience and Necessity to operate in accordance with this Agreement are hereby granted to CONTRACTOR. CITY and County of Madera hereby expressly waive any franchise or business license fees that CITY might ordinarily require for operation in accordance with this Agreement.
26. **Fidelity Bond:** During the period of time this Agreement shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty-Thousand Dollars (\$50,000) with respect to any one occurrence by CONTRACTOR employees.

27. **Nondiscrimination:**

- a. In connection with the execution of this Agreement, CONTRACTOR shall comply with Department of Transportation (DOT) Title VI Civil Rights Act of 1964 regulations (49 CFR Part 21) regarding non-discrimination in federally-assisted programs of the DOT which by this reference are made a part of this Agreement. CONTRACTOR shall not discriminate against any employee or applicant for employment or patron because of age, race, religion, color, sex or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to employment; upgrading, demotions or transfers; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. CONTRACTOR also shall comply with the provisions of Section 1735 of the California Labor Code.

28. **Disadvantaged Business Enterprise:** This Agreement adopts and incorporates the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.
29. **Prohibited Interest:** No member, officer or employee of CITY during his/her tenure or one year thereafter shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
30. **Conflict of Transportation Interests:** CONTRACTOR shall not divert any revenues, passengers or other business from CITY projects to any taxi or other transportation operation of CONTRACTOR.
31. **Debarred Bidders:** CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform CITY whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it promptly shall so inform CITY.
32. **Cargo Preference:** CONTRACTOR shall abide by 46 U.S.C. 124(B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipments of foreign made goods.
33. **Defense and Indemnification:**
- a. CONTRACTOR, its agents, officers and employees shall defend, indemnify, and hold harmless CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the performance of this Agreement by CONTRACTOR or CONTRACTOR agents, officers, employees, representatives or subcontractors. CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONTRACTOR's obligation under this subparagraph extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any negligent or wrongful act or omission of CONTRACTOR, its agents, employees, supplier, or any one employed by any of them or any one for whose acts or omissions any of them may be liable, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CITY, its agents or employees; passenger upon passenger violence; or routing.
 - b. CONTRACTOR's obligation to defend, indemnify, and hold CITY, its agents, officers, and employees harmless under the provisions of this subparagraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.
 - c. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless CONTRACTOR, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of resulting from any negligent or wrongful act or omission of CITY, its officers, or employees, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.
 - d. The scope of CONTRACTOR's management services, which are defined in this Agreement, will result in CONTRACTOR providing management services involving CITY's Americans with Disabilities Act (ADA) Program. CITY acknowledges that CITY is responsible for adopting policies for the operation of, or to be implemented under, the ADA Program. It is understood that, to the extent that any claims arise against either party (or any third party) involving ADA compliance issues or arising from CONTRACTOR's duties in assisting with the management of the ADA Program, so long as CONTRACTOR has complied with or implemented such policies established by CITY for the operation of such program, all such claims shall be the responsibility of CITY, and CITY shall indemnify, defend,

and hold harmless CONTRACTOR, and its agents from any and all loss or liability, including, with limitation, attorneys' fees, arising from such claims or the defense of such claims.

34. **Assignment:** This is an agreement for the services of CONTRACTOR. CITY has relied upon the skills, knowledge, experience, and training of CONTRACTOR, CONTRACTOR's firm, associates, and employees of CONTRACTOR as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement without the express written consent of CITY. Further, CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of CITY. Notwithstanding the above, the CONTRACTOR may assign this Agreement to a parent, subsidiary, related or affiliated company with written consent of the CITY.
35. **Amendment:** This Agreement may be modified, amended, changes added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
36. **Headings:** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
37. **Exhibits:** All Exhibits, Attachments and Requirements made part of the CITY's RFP for transit services are integral parts of this Agreement and are incorporated herein by reference.
38. **Independent Contractor:** In performance of the work, duties, and obligations assumed by CITY under this Agreement, it is mutually understood and agreed that CITY, including any and all of CITY's officers, agents and employees will, at all times, be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of CONTRACTOR. Furthermore, CONTRACTOR shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and functions. CITY and CONTRACTOR shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent CONTRACTOR, CITY shall have absolutely no right to employment rights and benefits available to CONTRACTOR employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CITY shall be solely responsible and hold CONTRACTOR harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to CONTRACTOR or to this Agreement.

39. **Compliance with Laws:** CITY shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of CITY's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

40. **Attorneys' Fees/Venue:** In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County.
41. **Governing Law:** The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

42. **City's Authority:** Each individual executing or attesting to this Agreement on behalf of CITY hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing municipal corporation in good standing in the State of California.
43. **Contractor's Legal Authority:** Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures and that all required CONTRACTOR certifications and documentation has been provided to CITY:

CITY OF MADERA

Company

By _____
Andrew J. Medellin, Mayor

By _____
Title _____

ATTEST:
Sonia Alvarez,
City Clerk

By _____

APPROVED AS TO FORM:
Brent Richardson
City Attorney

By _____

Exhibit 7

CITY OF MADERA FLEET MAINTENANCE POLICY

I. POLICY STATEMENT:

It is the City of Madera's policy to have an on-going Preventive Maintenance Program that is designed to meet the public transportation needs with safe, clean and reliable vehicles.

II. GOALS AND OBJECTIVES:

City of Madera's maintenance goals and objectives are to:

- Provide transportation to passengers in a vehicle that exceed the Federal Motor Carriers Standard for safety.
- Reduce the incidence of unscheduled repairs through effective deployment of scheduled preventive maintenance program.
- Extend the useful life of each bus.
- Track and keep maintenance costs in line with operating costs. The implementation and on-going utilization of this program ensures that the maintenance recommendations of the manufacturer are met, maximum efficiency in performance and operation is obtained, and maximum bus life and condition are maintained.

The effectiveness of this program is closely monitored and reviewed on a regular basis. If warranted, improvements and modifications are made to the program as necessary to ensure maximum efficiency and productivity of the fleet. A comprehensive fleet management software system, Trackum, has been implemented to improve the efficiency of the program.

This program, as a whole, is designed to improve the cost effectiveness and efficiency of City of Madera's overall transit operations and to protect the City's capital assets through quality monitoring and bus maintenance conducted on a regular basis.

III. SERVICE PERFORMANCE STANDARDS

Our maintenance department tracks all vehicles in the City's transit fleet. Every vehicle is listed on a maintenance board which is updated daily. This ensures that preventive maintenance is performed at the correct intervals. Additionally, when work is performed, all aspects of the job are tracked on the maintenance software, Trackum. This system tracks what was repaired, all parts used, vehicle mileage, time needed for completion, and who performed the repairs.

Daily quality control involves ensuring that the maintenance department is up to date with their scheduled preventive maintenance procedures. City of Madera preventive maintenance inspections are in accordance with the vehicle OEM requirements and satisfy federal requirements including FTA Circulars 5010.1C and 9030.1C

A detailed, computerized, vehicle maintenance and repair history is maintained on each vehicle. This report tracks the inspection and repair history of each vehicle by component, job, time, mileage, and date.

Transit dispatchers are required to review the maintenance schedule daily. This ensures the City of Madera is up to date with preventive maintenance work and that buses are being

properly scheduled in accordance with federal requirements.

IV. EQUIPMENT AND VEHICLE MAINTENANCE PROGRAM

A. Preventive Maintenance Plan

City of Madera Preventive Maintenance (PM) Program relies on frequent and thorough vehicle inspections, along with timely repair of operating problems. This program is designed for the proper maintenance of all equipment in the transit fleet. The overall goals of the program is to ensure safety, reduce service interruptions, extend the life of the equipment, lower annual maintenance costs, and provide thorough and accurate record-keeping and management information. This program stresses the identification and correction of mechanical problems before on-route vehicle failures occur.

One key requirement is that drivers perform thorough pre-trip and post-trip bus inspections. Each driver will thoroughly inspect their vehicle prior to beginning each day's assignment, as well as when the vehicle is returned to the lot at the end of the day. If a driver notes a defect on the pre-trip form, the driver is required to notify the route dispatcher immediately. The bus will be removed from service until the defect is corrected. The route dispatcher will assign a reserve bus to the driver. The driver's initial training provides instruction on pre-trip inspection procedures.

Among other things, the driver will be required to check engine fluids, lights, body and tire condition, and to cycle the wheelchair lift prior to leaving the yard. Problems will be identified for management's attention using a Daily Driver's Report. If a safety-related defect is discovered, the vehicle will either be repaired prior to beginning service, or replaced with a spare vehicle. These steps help to ensure that all vehicles operated are safe and that developing problems are identified while they are still minor. The dispatcher will regularly monitor the driver's thoroughness in performing these inspections.

1. Preventive (Scheduled) Maintenance

In addition to daily pre-trip and post-trip inspections by the driver, each vehicle will undergo preventive maintenance and service procedures on a periodic basis in conjunction with OEM guidelines.

El Dorado and Goshen Buses

"A" Level Service – 3,000 miles

"B" Level Service - Every 6000 miles

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the transit operations staff to properly schedule PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 3,000 miles. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 6,000 "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Each level has

a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the bus is in the shop.

Each level of inspection has been tailored to the vehicle type. Manufacturer's specifications, age, and other factors have been taken into account when developing the specific checklist forms.

HVAC

City of Madera employs AC-certified mechanics who perform/oversee the air conditioning and heating programs. The heating and air conditioning are checked at every Service Level "A" – 3,000/45 days preventive maintenance intervals. At that time, the A/C filters are cleaned or changed and the Freon level is checked. All air conditioning fluids will be checked and topped off on all PM's. Belts and filters will also be inspected and replaced as needed during routine PM's. In addition, every unit is sent out for annual inspection by an A/C certified shop.

Lift and Tie-Down Maintenance

It is standard operating procedure that wheelchair lifts be fully deployed and exercised as part of the daily pre-trip inspection. Experience has shown that frequent exercising of wheelchair lifts accomplishes two objectives:

- Malfunctioning lifts are identified quicker, in many cases before a malfunction can result in inconvenience for a wheelchair passenger.
- The regular exercising of the lift mechanisms helps prevent lift maintenance problems and failures due to build-up of dirt, foreign object, corrosion, etc.

In addition to the daily exercising of wheelchair lifts, City of Madera regularly schedules wheelchair lift inspections in accordance with its Wheelchair Lift Inspection and Preventative Maintenance Program that is part of the scheduled "A" Level inspection every 3,000 miles.

If problems occur on route, the dispatcher is notified and the unit will either be pulled out of service or replaced with another unit with a working lift, or provisions will be made for alternative transportation if the delay exceeds 30 minutes.

2. Unscheduled Maintenance

In addition to regularly-scheduled preventive maintenance, City of Madera performs unscheduled maintenance and running repairs as may be necessary. The Maintenance Department is staffed five days a week, eight hours a day.

Typically, much of the unscheduled maintenance comes about through the pre-trip inspection process as drivers discover minor defects such as tires that lost pressure during the night, or lights that are burned out. Maintenance staff is available during pull-outs to repair such minor items quickly. If repairs will delay the operator's getting to his/her starting point on time, a back-up bus will be dispatched instead. A spare bus is prepared and checked out for this purpose.

Further, unscheduled maintenance can be required via the end-of-the-day bus check process and the dispatch staff review of pre-trip inspection reports filled out by the drivers. As each bus is brought back to the lot and placed in the service line, the bus defect card is collected from the driver and reviewed. This allows the dispatcher to interview the driver about the specific nature or symptoms of the problem that occurred. Then the bus is either parked (if there are no problems), or brought into the shop to correct defects.

Unscheduled maintenance can also be required through mechanical problems that develop during the course of the day. Two options to minimize operational impact are:

- *An extra driver or mechanic is dispatched with the back-up bus to switch equipment and bring the problem bus back to the City of Madera fleet maintenance facility. These switches will be made at the end of the line or at layover or transfer points as necessary to keep from inconveniencing passengers.*
- A mechanic with a service truck is dispatched to the problem bus for a quick running repair on the road. This truck will be outfitted with an air tank, fluids, a complement of air and hand tools, and a number of spare parts such as lights, hoses, belts and other items that commonly fail on the road. Again, these running repairs will be made at the end of the line or at layover points to minimize passenger inconvenience. If the problem cannot be fixed quickly, the bus will be switched and returned to the garage for repair.

3. Radio Maintenance

The radio system will be maintained by the City of Madera staff and applicable vendors. The City of Madera will work with contacted staff to ensure that spare units are available in the event of failures.

4. Parts, Fluids, and Tires

The City of Madera maintains appropriate inventory levels during the life of the vehicles. Local parts distributors will be utilized to a great extent to ensure rapid access to parts and materials. The City of Madera maintains commonly used parts and a supply of hard-to-find bus parts.

An adequate supply of parts, fluids and tires for all busses is stocked in the City Central Supply storeroom immediately adjacent to the equipment maintenance shop in order to insure minimal down of transit vehicles. The storeroom is secured and monitored at all times. An inventory control system allows the store keeper to replenish stock levels on an ongoing basis in order to avoid "out of stock" situations.

Fluids and lubricants are purchased in bulk as needed. The inventory is checked regularly and stock is replenished when necessary with local suppliers. Limited supplies of fluids will also be available on the shop truck.

Fluid storage and removal will comply with EPA, State and local guidelines. In addition, OSHA requirements regarding ventilation, lighting, etc., will be met through our shop safety program.

Tires will be stored and secured at the City of Madera Central Supply.

5. Garage Equipment Safety Inspection

A safety inspection is performed monthly on the garage equipment and machines. Equipment will be procured as needed. Much of the necessary equipment is already available.

V. MAJOR REPAIRS AND WARRANTY WORK

Most of the regular repairs will be performed in-house. The garage is fully equipped to perform almost all engine, chassis, and component repairs that may be necessary. Body repair, paint and glasswork may be subcontracted to local providers.

The City of Madera manages warranty process as extensively as possible to avoid unwarranted costs, and has established effective relationships with the major manufacturers and component suppliers to facilitate this process. The Fleet Supervisor will administer all warranty repairs, and pursue all warranty reimbursement associated with work performed on the vehicles.

Warranty work will be done by each component's authorized service center in the Central California area; Cummins engine work will be performed by Cummins West Inc.; Allison transmission warranty work will be performed by Valley Power Company; Freightliner chassis repairs will be performed by Fresno Truck Center. Ford engine and chassis repairs will be performed by Freedom Ford Truck Center.

VI. MAINTENANCE RECORDKEEPING AND SCHEDULING

The management team has implemented a comprehensive recordkeeping program to generate vehicle repair histories and schedule upcoming maintenance needs. The Maintenance Manager and operations staff works closely in this area on a daily basis to ensure proper rotation and scheduling of any maintenance or repairs needed.

In order to properly track the scheduling of these services, the City of Madera requires the transit service provider to maintain a PMI sheet. This PMI sheet contains information indicating the vehicle number, current mileage, mileage and type of next PM service due, and any defects or upcoming inspections due. It will be kept up to date at all times. The maintenance staff tracks all vehicle repairs, road calls and PMs for each bus. In order to ensure there will always be sufficient vehicles to meet operational needs, a daily roster board in the operations office will show vehicles scheduled for maintenance work or assigned to operations. Maintenance will supply operations with a list of downed vehicles on a daily basis. After all maintenance work has been completed and the vehicle meets safety standards, the daily drivers report will be signed off so the vehicle will be released for service.

Each vehicle file will have the vehicle repair history summary kept up to date. This shows an overview by date and mileage of every repair or PM procedure performed on the vehicle. These histories are extremely useful in highlighting developing problems and scheduling upcoming maintenance or overhauls.

All PM procedures and repairs performed on any vehicles will be documented by the

maintenance staff on Repair Orders. These will contain the following information:

- Repair order number
- Date of repair
- Unit number
- Serial number
- Odometer reading
- Mechanic performing the work
- Itemized listing of parts utilized
- Labor hours by work task
- Sublet charges (if applicable)
- Total costs itemized including parts, labor and taxes

Completed Repair Orders will be filed in each vehicle file and a summary will be entered in the vehicle's repair history file. In addition to vehicle repair histories and copies of work orders, a daily service log will be maintained by the drivers and dispatch staff to account for fuel and other consumables added. This information will be used to verify monthly fuel usage by vehicle and highlight any operating efficiency problems.

The City of Madera and contracted employees maintains a wide variety of written records and computerized transit maintenance records to more efficiently collect and analyze data. These maintenance records will include:

- Completed daily pre-trip and post-trip inspection forms
- Daily service log (fuel and fluids usage)
- Daily road call reports
- Master PM schedules
- Complete maintenance files on each vehicle including:
 - Vehicle repair histories including scheduled and unscheduled maintenance
 - Warranty information
 - Repair orders including parts and labor allocations
 - Fluids usage including fuel, oil, ATF, antifreeze
 - Copies of safety inspections
 - Operating equipment inventories
 - Cleaning program records
 - Safety inspection files on facilities and equipment (lifts, HVAC system, etc.)

VII. VEHICLE CLEANING AND SERVICING

The operations staff (CONTRACTOR) is responsible for the cleaning of transit vehicles on a scheduled basis. These individuals will be scheduled to clean and service the vehicles when they pull-in from their daily assignments. The bus-cleaning program includes the following activities:

1. Pre-Trip Inspection

As part of the pre-trip inspection of the bus by the driver each day, the driver inspects the interior and exterior of the bus for dirt and debris. If the debris is minor in nature (newspapers, candy wrappers, etc.), the driver will pick it up. If the bus is dirty, the driver will report the matter immediately to the dispatcher. The bus then will be cleaned or replaced, depending on the amount of time available. The driver is also responsible for keeping the interior of the bus clean during the assigned work shift.

2. Supervisory Support

A supervisor will spot-check buses for cleanliness on a random basis. These spot checks may take place at any time, including the pre-trip period.

3. Specific Cleaning Procedures

Cleaning procedures will consist of the following steps:

- Bus drivers will clean their buses. At the end of the evening service run, a utility person will enter the bus and walk slowly to the rear of the bus, checking for newspapers, broken glass, torn seats, gum, open windows, graffiti, broken metal, and items stuffed between seats and side walls. Any passenger items left on the bus will be logged in, tagged, and given to the bus dispatcher immediately.
- The bus driver will use a cloth and an all-purpose cleaner to spray and wipe the sun shade, header panel, control panel, complete dash, mirrors, steering wheel, seat, and ledge around the windshield, the front panel of the dash, handrails, and the panel on the side of the seat. The interior of the windows, windshield, and door glass will be spot-cleaned with a window cleaner as needed.
- The bus driver then will sweep the bus. Once a week as scheduled, the cleaners will do a thorough interior cleaning using a commercial pre-mix cleaner, and a clean mop. This includes the step wells and the under-seat areas.
- The exterior of the buses will be washed minimum twice a week in order to maintain a professional appearance for the system.
- Once each month, or more often if necessary, the interior ceilings, side walls, hand rails, and seats will be cleaned.

In addition to cleaning the buses, bus drivers are charged with servicing their vehicle. This is done on a daily basis. Servicing includes checking and adding fluids as necessary, performing a walk-around inspection, and checking tire condition and inflation. All fuel and fluids added will be recorded on the appropriate logs. The mileage will also be recorded at this time.

CITY OF MADERA PREVENTIVE MAINTENANCE FORM

Date Received _____

☐ DIAL-A-RIDE
☐ MAX

PREVENTIVE MAINTENANCE FORM

Equipment Description: _____

1	1	1	1	1
1	2	1	1	1

1	2	3	4	5
---	---	---	---	---

--	--	--	--	--

[illegible]

EXHIBIT 8

Definitions & Acronyms

Definitions:

1. **Agreement:** The term "Agreement" means an Agreement between City and Contractor for the operation of the Madera Transit Division (MTD) services described in this Agreement and all the Attachments, Appendices and Exhibits hereto.
2. **Approval:** The term "Approval" means a written determination by City that a particular plan, program, invoice, action, or submittal of Contractor appears to meet the requirements of this Agreement or the other Contract Documents. "Approval" shall not operate to shift any risk to City or relieve Contractor of any obligations under this Agreement.
3. **Best Value:** a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, length of delivery schedules, and quality of proposed personnel, past performance and/or management plan as defined by the evaluation criteria as established in the solicitation documents. The award selection is based upon a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.
4. **Best and Final Offer:** The term "Best and Final Offer" or "BAFO" means the final, written Proposal made by the Contractor to provide the scope of services set forth in Request for Proposals No. 201718-10.
5. **Conduct Unbecoming an Employee:** - belligerent or malicious behavior, as well as a willful violation of City policy, procedure, Ordinance, laws or regulations. Examples of conduct unbecoming an employee include, but are not limited to:
 - a. Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
 - b. Any instance of belligerent or malicious behavior.
 - c. Instance(s) of willful failure to assist customers.
 - d. Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
 - e. Instance(s) of littering in rolling stock or station areas.
 - f. Instance(s) of snacking, reading, smoking, listening to radio or other audio devices or watching or listening to TV/video while on duty.
 - g. Conduct demeaning to MTD or Contractor, including demeaning oral or written remarks made to the public and/or customers.
 - h. Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
 - i. Inappropriate use of City personal property, or demonstrating lack or care of such property.

6. **Contract:** The term "Contract" means that document or "Agreement" to be entered into between City and the successful proposer and offeror.
7. **Contract Term:** The term "Contract Term" means the base contract term and the option period (if exercised by City).
8. **Contractor:** The term "Contractor," "Proposer," "Bidder," and "Offeror" are used interchangeably to mean the transit services company submitting a proposal in response to this RFP and entering into an Agreement with City to provide the Scope of Work described herein.
9. **Days:** The term "Days" means business days recognized by City.
10. **Deadhead:** The term "Deadhead Miles" or "Deadhead Time" is the distance or time involved in driving a bus between the City's Corporation Yard, Intermodal Facility, and point of beginning or ending of the bus route over which that bus operates for fixed route service. "Deadhead" for Dial-a-Ride/ADA Paratransit service is the distance or time between the Corporation Yard, Intermodal Facility and the first pick-up or last drop-off location, including any fueling time, minus lunches and breaks.
11. **Emergency Change:** a deviation from the specification/Scope of Work (SOW) initiated by an unforeseen event which, if not addressed, would endanger the public safety.
12. **Equipment:** The term "Equipment" means the equipment, fareboxes and other fare collection equipment, computers, servers, cameras, communications equipment, and other equipment and systems used by Contractor to provide services under this Agreement, and includes both equipment supplied by City and equipment provided by Contractor.
13. **Event of Default:** The term "Event of Default" means an action or omission of Contractor that may give rise to a Termination for Default.
14. **Federal Transit Administration (FTA):** The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
15. **Fixed Monthly Fee:** The term "Fixed Monthly Fee" means the amount to be paid by City to Contractor each month, set forth in Section 5b of Exhibit 6: Pro Forma Contract as compensation for Contractor's fixed costs.
16. **Grand Total Proposal Price:** the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in this RFP, including all addenda.
17. **Interested Party:** The term "Interested Party" means any person who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
18. **Key Personnel:** The term "Key Personnel" means Contractor's Operations/General Manager, Regional Manager, IT Support, and Area Vice President (or similar position).
19. **Madera Intermodal Transportation Center:** The term "Intermodal Transportation Center", "Intermodal", and "Intermodal Building" shall mean the Operations facility located at 123 N. E Street, Madera CA 93637.
20. **Madera Transit Division:** The fixed-route and Dial-a-Ride/ADA Paratransit public transit system operated by the City.

21. **Madera Transit Center:** The term “Madera Transit Center”, MTC, or “Transit Facility” shall mean the Operations facility anticipated to be constructed in 2019 at Freedom Industrial Park (near Pine Street and Pecan Avenue).
22. **Missed Trip:** The term “Missed Trip” means a scheduled trip, in which the driver arrives outside of the pickup window and the rider does not take the trip, i.e., where Revenue Mile(s) are not provided.
23. **Party or Parties:** The term “Party” or “Parties” means City and Contractor.
24. **Public Works Yard:** The term “Public Works Yard” or Yard, shall mean the City’s public works maintenance facility which serves as the location for limited bus storage, maintenance and repairs, located at 1030 S. Gateway Drive, Madera.
25. **Not Relevant:** Present/past performance services involved little or none of the scope and magnitude of effort and complexities this solicitation requires. (evaluation factor)
26. **Non-Revenue Vehicle:** The term “Non-Revenue Vehicle” means a vehicle that is used to support transit services but is not used in Revenue Service. The term includes any Non-Revenue Vehicles provided by Contractor.
27. **Rate per Revenue Hour:** The term “Rate per Revenue Hour” means the amount per hour to be paid by City to Contractor each month as compensation for that portion of Contractor’s cost of operating services under this Agreement (other than its fixed costs) that is dependent on the hours of service operated.
28. **RFP:** The Term “RFP” means Request for Proposal.
29. **Recovery Time:** The term “Recovery Time” means the time between the end of one trip and the scheduled start time of the next trip intended to mitigate schedule adherence issues that could result in service delays.
30. **Relevant:** Present/past performance of similar services and magnitude of effort and complexities this solicitation requires. (evaluation factor)
31. **Revenue Hour:** The term “Revenue Hour” means the time in hours that a Revenue Vehicle is in Revenue Service, excluding Deadhead Time, and begins with the first pick-up.
32. **Revenue Mile:** The term “Revenue Mile” means the distance in miles that a Revenue Vehicle is in Revenue Service, excluding Deadhead Miles.
33. **Revenue Service:** The term “Revenue Service” means the operation of a Revenue Vehicle in transit services available to carry fare paying passengers.
34. **Revenue Vehicle:** The term “Revenue Vehicle” means any Vehicle that is owned by City and used by Contractor to provide fixed route and Dial-a-Ride/ADA Paratransit services under this Agreement.
35. **Road Call:** The term “Road Call” means any occasion when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair, including lift or securement devices.
36. **Rover:** The term “Rover”, also known as a “Stand by” bus, means any revenue vehicle positioned with a bus operator at the Manteca Transit Center (MTC), ready to be inserted into a route immediately. The Rover bus is utilized at Contractor’s discretion consistent with guidelines established by the Transit Manager.
37. **Solicitation:** The term “Solicitation” means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

38. **Start-Up Date:** The term “Start-Up Date” means the date Contractor assumes responsibility for the operation of Revenue Service under this Agreement, which is scheduled for October 1, 2018.
39. **Subscription Service:** The term “Subscription Service” means the provision of repetitive trips over an extended period of time without requiring individuals to call in to request reservations for each trip.
40. **Transit Manager:** The term “Transit Manager” means City’s Program Manager, or other designee, assigned to manage and oversee this project.
41. **Trip:** The term “Trip” means a one-way movement of a Revenue Vehicle in service from one terminus to another terminus of a single route.
42. **Vehicle:** The term “Vehicle” Includes the Revenue Vehicles and Non-Revenue Vehicles used by Contractor in providing services under this Agreement.
43. **Work:** The term “Work” means all the services and responsibilities to be performed by Contractor under this Agreement, as specified, stated, or implied in this Agreement. The term “Scope of Services” may be used interchangeably with “Work” or “Scope of Work”.

Acronyms:

ADA - Americans with Disabilities Act

APTA - American Public Transit Association

CALOSHA - California Division of Occupational Safety and Health Administration

CARB - California Air Resources Board

CFMP - Contractor's Facility Maintenance Plan

CFR - Code of Federal Regulations

CHP - California Highway Patrol

CPUC - California Public Utilities Commission

EPA - Environmental Protection Agency

FTA - Federal Transit Administration of the U.S. Department of Transportation

MCTC – Madera County Transportation Commission

MOU - Memorandum of Understanding

NTD - National Transit Database

NTSB - National Transportation Safety Board

OEM - Original Equipment Manufacturer

OTP - On Time Performance

RTP - Regional Transit Plan

SOP - Standard Operating Procedures

TAB – Transit Advisory Board

TSA - Transportation Security Administration

USDOT - United States Department of Transportation

FTA and other regulatory agencies circulate definitions and acronyms that are controlling definitions for reporting. The FTA 's National Transit Database glossary (NTD Glossary) provides industry-accepted definitions and establishes how certain operating, financial, and performance matters must be reported. The current NTD Glossary and Reporting Manual can be found at: <https://www.transit.dot.gov/ntd>. The definitions and acronyms disseminated and updated by these agencies will be the controlling method for any interpretation or calculation for reporting or accounting purposes for the services specified by this Request for Proposal (RFP) and any subsequent contract issued pursuant to this RFP with the controlling oversight agency's definitions and acronyms having the highest precedence.

