



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Approve Scope of Work for Transit Operations Contract and Authorize Advertisement for Request for Proposals (Grapeline and Dial-A-Ride)

MEETING DATE: February 19, 2003

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the Scope of Work for the Transit Operations contract and authorize staff to advertise for Request for Proposals (RFP).

BACKGROUND INFORMATION: The City's transit program began in January 1978 through a contract with the local taxi company. The system was designed to meet the needs of seniors, disabled and economically disadvantaged persons who were unable to travel by car. The City took over the Dial-A-Ride program in September 1992 and operated it with City contract employees until 1996. The City added its Fixed Route service in November 1994, in response to community interest. Services are currently provided by a contract with Laidlaw Transit Services, Inc.

The City of Lodi's current contract is seven (7) years old. The new contract shall ensure that the level of professionalism that currently exists is maintained or exceeded. Staff has been working on the enclosed Scope of Work to ensure that any necessary items which were previously absent from the service contract have been included. Staff intends to incorporate this Scope of Work into a complete RFP package with a release of RFP date set for March 6, 2003. In addition to the Scope of Work, the RFP documents will require the submittal of references, experience, and a wage and benefits schedule. These will be evaluated in the RFP review process to insure they are comparable to the existing provider. The RFP will consist of a flat monthly charge for administration and dispatch, plus an hourly rate per vehicle revenue hour. The contract term shall be for three (3) years with two (2) one year extensions.

FUNDING: Funding for this Transit Operations contract will be from Transportation Development Act (TDA) and Federal Transit Administration (FTA) funds.

Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TF/pmf

Enclosures

APPROVED: \_\_\_\_\_

James Dixon-Flynn -- City Manager

**CITY OF LODI FIXED-ROUTE &  
DEMAND-RESPONSE OPERATIONS CONTRACT**

**REQUEST FOR PROPOSALS**

**SECTION A  
GENERAL INFORMATION**

I. Definition of Terms

Whenever the following terms are used, the intent and meaning shall be interpreted as follows:

- A. U.S. DOT or DOT shall mean the United States Department of Transportation.
- B. CITY shall mean the CITY OF LODI.
- C. FTA shall mean the Federal Transit Administration of the United States Department of Transportation.
- D. RFP shall mean this Request for Proposals including all of the attachments to it.
- E. Transportation Manager shall mean the City of Lodi's Transportation Manager.
- F. Dial-A-Ride shall mean the City of Lodi's demand-response and reservation transit system.
- G. Grapeline and Fixed-Route shall mean the City of Lodi transit system fixed-route service.
- H. Deadhead shall refer to non-revenue time for the movement of vehicles to the Municipal Service Center for fueling and repairs, time required for bus washing and upkeep, training, and travel between the Station and first pickup and the last drop-off and the Station (for Dial-A-Ride).

II. Introduction

A. General

The City of Lodi is seeking sealed proposals to furnish all necessary services for the daily operation of their respective transit systems.

Seven (7) [two (2) with original signatures and clearly marked] copies of each proposal must be received no later than 2:00 p.m. on April 18, 2003, at the office of the Transportation Manager, 221 West Pine Street Lodi, California, 95240, at which time the proposals will be opened.

Further information regarding proposals is contained within this Request for Proposals. A description of the transit system is included in Appendix 1 of Section A.

B. Disadvantaged Business Enterprises

Disadvantaged Business Enterprises are encouraged to submit proposals.

The City of Lodi, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that they will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

C. Miscellaneous

The City of Lodi reserves the right to reject any or all proposals to operate its Dial-A-Ride and Fixed Route systems. The City Council of the City of Lodi reserves the right to award a contract to the proposer which best suits the City of Lodi's needs as determined by the City Council, whether or not such determination is consistent with the City of Lodi staff recommendation for award.

The Lodi City Council will make an award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as councilmembers may make prior to the final decision.

The City of Lodi reserves the right to withdraw or modify this RFP at any time for any reason. The City of Lodi makes no representations that any agreement will be awarded to any proposer responding to this RFP. The City of Lodi expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

The successful proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

III. Service Overview

An overview of each transit system is included in Appendix A of Section A.

#### IV. Procurement Schedule

The schedule and description of events for this procurement are given below and are subject to modification by the City of Lodi without prior notice.

##### **Procurement Schedule:**

	<b>Event</b>	<b>Date/Time</b>
1	Issue RFP.	March 6, 2003
2	Pre-Proposal Conference, and deadline for submitting questions and Pre-Award Protest to City of Lodi.	March 26, 2003
3	City of Lodi responds to Pre-Proposal Conference and questions by issuing an addendum.	April 2, 2003
4	Proposals Due. Public opening is held.	2:00 P.M. April 18, 2003
5	Panels evaluate Proposals, determining which are responsive and fall within a Competitive Range. (Tentative)	April 21-25, 2003
6	Panels interview proposers within a Competitive Range. (Tentative)	April 28- May 2, 2003
7	Contract(s) approved by City Council. (Tentative)	May 7, 2003
8	Contractor(s) starts service. (Tentative)	July 1, 2003

#### V. Pre-Proposal Conference, Questions and Comments

A pre-proposal conference will be held on March 26, 2003 at 10:00 a.m. in Council Chambers, 305 West Pine Street, Lodi, California, 95240 for the purpose of receiving questions and comments regarding this RFP. Questions may also be submitted in writing to the Transportation Manager, City of Lodi Public Works, 221 West Pine Street, Lodi, CA, 95240, or FAXED to (209) 333-6710. While attendance at this meeting is not mandatory, it is highly recommended. Proposers are encouraged to submit questions prior to the meeting if possible.

A response to questions raised at the pre-proposal conference and questions received by March 26, 2003 will be mailed to all parties by April 2, 2003, as an addendum to this RFP. Addenda will be mailed to proposers at the address provided by the proposers. If the addenda is short, and all proposers have FAX machines, the City of Lodi may elect to FAX said addenda.

#### VI. Clarifications and Protests

##### A. Clarification and Pre-Award Protests

Clarification requests and protests regarding any aspect of the attached materials and City of Lodi selection procedures included therein must be submitted in writing by noon, April 4, 2003, (via Express Mail or FAX) to the Transportation Manager, City of Lodi Public Works, 221 West Pine Street, Lodi, CA, 95240 (FAX: (209) 333-6710). The Transportation Manager will respond to these requests by April 9, 2003 with an addendum to this RFP, by Express Mail and/or FAX.

B. Protests and Contract Award

Protests related to the award of contracts must be filed in accordance with the City of Lodi procedures included in Section H.

VII. Submittal Information

A. Receipt of Proposals

Proposals must be received no later than 2:00 p.m. on April 18, 2003.

Each proposing firm must submit at least seven (7) sets of each individual proposal, [two (2) with original signatures] in sealed envelope(s). Five (5) copies of the proposer's response to the General Questionnaire are sufficient if submitted in a clearly marked separate envelope. Proposers are encouraged to submit proposals printed on both sides of the paper.

On the outside of each proposal envelope, the proposer shall mark:

**NAME AND ADDRESS OF PROPOSER  
TRANSIT OPERATING CONTRACT PROPOSALS  
DATE AND TIME OF PROPOSAL OPENING**

Proposals shall be delivered to:

**Transportation Manager  
City of Lodi, Public Works  
221 West Pine Street  
Lodi, CA 95240**

B. Proposals must be received on time.

It is the sole responsibility of the proposer to see that his proposal is received in time at the proper place and time as stated in this RFP. Proposals lost by commercial mail carriers or in the mail system, either the U.S. Mail or internal City of Lodi mail, are the responsibility of the proposer. Any proposal received after the scheduled closing time for the receipt of proposals shall be returned to the proposer unopened.

C. Proposals will not be returned.

No proposal shall be returned after the date and time set for opening thereof.

D. Proposals Will be Available for Public Inspection.

All proposals will be available for public inspection during City of Lodi office hours after the City issues a "Notice of Intent to Award a Contract" to a specific firm. It is the responsibility of proposers to identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the City of Lodi agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

E. Options for Proposals and Contract Awards

If any contract awards are made, the City Council of the City of Lodi will award a contract for operation of Dial-A-Ride and Fixed Route services.

F. Questionnaires

As described below, all proposers, regardless of the number of proposals submitted, must complete a questionnaire (Questionnaire I) addressing items of general interest.

Questionnaire 1. General Questions to be Answered by All Proposers

All proposers must submit an answer sheet responding to the questions in this questionnaire. Seven (7) sets of answer sheets must be submitted. The seven (7) sets may be submitted in an envelope labeled "General Questionnaire". If the seven (7) sets are not submitted in one (1) envelope as described above, they must be included with each individual proposal. This questionnaire is included in Section E (page E-1).

G. Price Proposal Forms

A separate and distinct Price Proposal form is included. The proposer must complete a price proposal form.

The price that will be included in any contracts that may be awarded is described as follows:

The proposer must complete a cost detail sheet for each proposal and submit it with the applicable price sheet.

H. Exceptions and Alternatives

If alternatives are proposed, the proposer must clearly identify such. The City of Lodi expressly reserves the right in their sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the City of Lodi's best interest.

I. Use of Proposal Forms

1. Proposals must be submitted in the required format. Proposals submitted in any other format may be considered non-responsive and may be rejected. Responses to the Questionnaires shall be provided on separate paper as required by the Questionnaires. Proposals submitted by facsimile transmission (FAX) will not be accepted.
2. Attention is directed to the fact that this RFP includes draft Agreements. These are for the convenience of proposers and are not to be filled out or executed. Separate copies of the Agreements will be provided to the successful proposer for execution.

3. All amounts inserted in the proposal shall be stated in figures. The signature of the person signing the proposal shall be in longhand. The completed form of proposal shall be without lineations, alternations, or erasures.
4. If the proposal is made by an individual, it shall be signed with his full name and his address shall be given; if it is made by partnership, it shall state the partnership name and be signed by a member of the partnership, who shall also list the name and address of each member; and if it is made by a corporation, it shall be signed by two (2) officers or by one (1) officer with the corporate name attested by the affixation of the corporate seal on the bid sheet.

Additionally, all corporate officers' names and addresses shall be listed in the space provided on the bid sheet.

- J. Modifications of proposals will only be accepted prior to the deadline for receipt of proposals. No oral, telegraphic, facsimile, or telephonic modification will be considered.

K. Proposers Shall Carefully Examine the RFP

Before submitting a proposal, the proposer shall carefully examine the RFP and shall fully inform himself as to all the existing conditions and limitations, and shall state in the proposal a sum to cover the cost of services proposed.

**Proposers are highly encouraged to discuss the City's insurance requirements with their own insurance agent(s) before completing their proposal.**

L. Use of Subcontractor

If the proposal consists of a "prime" contractor and one (1) or more subcontractors, the proposer shall identify the subcontractors in the areas of their responsibility; but the City of Lodi will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached agreement.

M. Waiver

In submitting a proposal, the proposer affirms that he/she has sufficiently informed himself/herself in all matters affecting the provision of the services specified, that he/she has checked his/her proposal for errors and omissions; that the price stated in his/her proposal is correct and as intended by him/her and is a complete and correct statement of his/her price for providing the services described in this RFP and as such services may have been modified in the proposal.

N. Effective Period of Proposal

All proposals received shall remain in effect for a minimum of one hundred twenty (120) days from proposal opening.

O. Withdrawal of Proposal

Any proposer may withdraw his proposal, either personally or by telegraphic, facsimile (FAX), or written request, at any time prior to the time fixed for the opening of proposals.

P. Bid Bond

Each proposal shall be accompanied by cash, certified or cashier's check, bid bond, or other surety acceptable to the CITY in the amount of ten (10%) of the first year's cost to the CITY. Said surety shall be made payable to the order of the City of Lodi, California. Said cash, check, bond, or other acceptable surety shall be given by a corporate surety licensed to do business in the State of California as a guarantee that the proposer will enter into the contract if awarded to him/her at the price and contract terms agreed upon, and will be declared forfeited if the successful proposer refuses to enter into said contract after being notified to do so by the CITY.

Q. Non-Collusive Affidavit

The proposer's attention is called to the fact that a proposal is not completely executed and will not be considered for any purpose unless the non-collusive affidavit attached as Form 5 of Section G is completely and correctly executed.

R. Penalty for Collusion

If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the Agreement so awarded shall be null and void and the proposer shall be liable to the City of Lodi for all loss or damages which the CITY may suffer thereby, and the CITY may advertise for a new Agreement for the services contemplated herein.

VIII. Interest of City of Lodi Personnel

The proposer shall represent and warrant that no official, or employee, of the City of Lodi is in any manner interested directly or indirectly in the proposal or in the Agreement, which may be under it, or any expected profits to arise therefrom. This section shall not apply to an Agreement awarded to a corporation in which the only interest of the official or employee is the ownership of less than one percent (1%) of the entire capital stock of said corporation.

IX. RFP Addendums

Any changes to the RFP requirements will be made by written addenda by the Transportation Manager and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the Agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

X. Verbal Agreement or Conversation

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

XI. Special Funding Consideration

Any contract with the City of Lodi resulting from this RFP will be financed primarily with funds available under the California Transportation Development Act (TDA) and/or the FTA. The contract for this service is contingent upon the provision of these funds to the City of Lodi. In the event that service is eliminated or reduced due to a lack of funds, the City of Lodi reserve the right to terminate or revise any contract.

XII. Performance Bonds/Security

As a method of providing the CITY security that the CONTRACTOR shall perform the services requested to the level and standards outlined in this RFP, CITY is requesting a performance bond in the amount of 100% of the proposed first year annual contract cost.

XIII. Precontractual Expenses

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

- A. Preparing proposals in response to this RFP;
- B. Submitting proposals;
- C. Negotiations with any of the transit agencies on any matter related to proposal;
- D. Other expenses incurred by Contractor or proposer prior to date of award of any agreement.

In any event, the City of Lodi shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The City of Lodi shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

XIV. Screening, Selection and Award

Staff recommendations to the City Council of the City of Lodi for contract awards will take place through the multi-phase process described below. Staff recommendation for contract award will be given to the firm which: a) falls within a competitive range based on a panel's evaluation; and b) receives the highest evaluation in Phases I through IV (based on original proposal, interviews, negotiations, and best and final offer). Price is one, but not the only criteria being evaluated. The City Council of the City of Lodi reserves the right to award a contract to the proposer which best suits the CITY's needs as determined by the City Council whether or not said award is consistent with staff recommendation for award. The Council will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as councilmembers may make prior to the final decision.

Prior to and during evaluation of the proposals staff may need to obtain clarification of proposals. In such cases, staff may communicate with a proposer to obtain the needed clarification.

A. Phase I

All responsive proposals will be evaluated using the evaluation criteria and weighted scoring system referenced in Paragraph XV.

A competitive range will be established. The evaluation panel will determine which proposals fall within the competitive range.

B. Phase II

In Phase II, representatives from firms with proposals within the competitive range will be interviewed by the evaluation panels and given an opportunity to present their proposals and answer questions from the interview panel. The interview will cover all proposals submitted by each proposer. At a minimum, the proposed site manager and a senior manager authorized to commit the firm shall be present. If determined by the evaluation panel to be in the best interest of the City of Lodi, at the conclusion of each interview proposers may be requested to submit "best and final" offers in a format and at a time specified by the City of Lodi. At the conclusion of each interview, areas for proposal improvement may be identified by the interview panel members for the benefit of the proposers.

C. Phase III

After submission of "best and final" offers, the evaluation panel will determine scores for each proposal using the same evaluation criteria and weighted scoring system described herein, based on the proposal, interviews, and "best and final" offers.

Weighted scores from the members of each panel will be summed for each firm's proposal.

D. Phase IV

The evaluation panel representing the City of Lodi will then make recommendations based on the results of the final scoring.

E. Phase V

1. The Lodi City Council will award the contract to the firm which it believes best suits the City of Lodi's needs, taking into consideration the evaluation panel's recommendation and other factors which it may deem pertinent to the award of the contract. The Lodi City Council reserves the right to award a contract to the proposer which best suits the City of Lodi's needs as determined by the Lodi City Council, whether or not such determination is consistent with the evaluation panel's recommendation for award.

XV. Proposal Evaluation Criteria and Scoring System

The staff evaluation panels will evaluate and score each proposal utilizing the following criteria, which are presented in descending order of relative importance. The weighting of each category is shown as a percentage of total points available. In accordance with Federal guidelines, the following criteria set forth are the minimum essential characteristics and standards which must be satisfied by a successful proposal. Nevertheless, award will be made to the responsible firm whose proposal is viewed by the Lodi City Council as most advantageous to its program with price and other factors considered.

A. Technical Proposal (40%)

1. Understanding of requirements as reflected by proposal
2. Operations approach – organization of the system's operation, handling of absenteeism, method of service quality monitoring, number of employees at driver, dispatcher, customer service, and supervisory positions
3. Proposed demand-response dispatching system
4. Training and safety programs
5. Facility and safety programs
6. Start-up procedures, transition plan demonstrating the ability to transition smoothly from existing contract to new one, continuity of system from passenger's viewpoint, continuity of system operations knowledge to ensure minimal City staff effort during start-up
7. Utilization of current drivers, dispatchers and supervisors; and proposed wage and benefit levels for employees
8. Qualifications of proposed on-site manager

B. Organization Strength (30%)

1. Company experience with similar transit services, references
2. Financial stability
3. Corporate support of the local operation
4. Other vehicles available for transit service should the City desire to expand service
5. Other services proposed to be provided at no charge to the City
6. Additional proposer resources available for the City to draw upon
7. Knowledge of requirements of the Americans With Disabilities Act and regulations promulgated by the U.S. DOT to implement it
8. Prior Safety Record

C. Cost Proposal (30%)

Proposed price, how the City of Lodi's costs would be affected by any other aspect of the proposal, how costs are distributed among various components of the proposed services to be provided, and other services available to the City of Lodi and the cost of said services.

XVI. Execution of Agreements

A. Execution of Agreements

Subsequent to negotiations with a selected firm and after the City of Lodi at its sole discretion determines that contract negotiations are concluded, and within ten (10) calendar days after the final Agreement offered by the City of Lodi is personally delivered to the successful proposer or placed in the U.S. Mail postage prepaid, the proposer to whom the contract is offered shall execute and deliver to the City of Lodi the Agreement offered in such number of counterparts as the CITY may require.

If the proposer to whom the award is made fails to enter into the Agreement as herein provided the City may annul the award.

B. Federal Certifications:

The selected firm will be required to complete and submit the following Federally required forms included in Section I for proposals to operate.

- |        |   |
|--------|---|
| Form 1 | A list of all subcontractors proposed for the project and the annual value of the work being performed. |
|--------|---|

- Form 2 A signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.
- A signed form must be submitted if the Proposer will receive \$100,000 or more in payment for their participation in this contract.
- Form 3 A signed Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.
- FTA requires third party contractors to submit this certificate to the grantee for any subcontractor doing work valued at \$100,000 or more. The proposer or bidder shall be responsible to obtain complete forms from its subcontractors and submit them with its proposal or bid. This form must be completed and submitted with the proposal for each firm listed on Form 1 expected to receive \$100,000 or more for their participation during the term of this contract.
- Form 4 A signed Certification of Restrictions on Lobbying
- FTA requires that each third party contractor submit this certification. Any subcontractor doing work valued at more than \$100,000 during the term of the contract is required to submit a certification to CITY. The proposer or bidder shall be responsible to obtain complete forms from its subcontractors and submit them to CITY with its proposal or bid. This form must be completed and submitted with the proposal for each firm listed on Form 1 as doing work valued at \$100,000 or more for the term of the contract.
- Form 5 A signed Disclosure of Lobbying Activities (if applicable)
- The Disclosure Statement must be submitted by any third party contractor or subcontractor whose participation exceeds \$100,000 and who is involved in lobbying activities. The proposer or bidder shall be responsible to obtain complete forms from its subcontractors and submit them to the CITY.
- Form 6 A signed Certification Regarding Non-Discrimination of the Handicapped
- Form 7 A signed Equal Opportunity Employment Certification

**1. GENERAL INTENT**

It is the intent of the CITY for the CONTRACTOR to:

- A. Provide all personnel needed to properly operate the CITY’s Dial-A-Ride (DAR) and Fixed Route services in compliance with the Agreement and this Scope of Work including, but not limited to, drivers, dispatchers, telephone receptionists, and supervisory and management personnel.
- B. Provide all service in a manner that meets all requirements of the Americans with Disabilities Act (ADA); Federal, State and local laws; and this Scope of Work.

**2. SERVICE AREA**

DAR and Fixed Route service shall be provided within the boundaries shown in Appendix A of this Scope of Work. CITY reserves the right to unilaterally amend these boundaries during the term of this agreement.

**3. HOURS AND DAYS OF SERVICE, SERVICE RESTRICTIONS**

Type of Service	First Scheduled Run from Lodi Station	Last Scheduled Run from Lodi Station
Dial-A-Ride Weekday (M-F)	6:15 a.m.	9:00 p.m.
Dial-A-Ride Saturday	7:45 a.m.	6:00 p.m.
Dial-A-Ride Sunday	7:45 a.m.	4:00 p.m.
Fixed Route Weekday (M-F)	6:15 a.m.	7:00 p.m.
Fixed Route Saturday	7:45 a.m.	4:45 p.m.
Fixed Route Sunday	7:45 a.m.	3:15 p.m.
Lodi Station Lobby Hours (M-F)	8:00 a.m.	5:00 p.m.

The CITY also operates four (4) Express Routes as part of its Fixed Route service. Three (3) of the Express Routes (Routes 1, 2 and 3) operate three (3) roundtrips in the mornings and three (3) roundtrips in the afternoons. Express Routes 1, 2 and 3 operate Monday through Friday, with the exception of holidays and school closure days. The fourth Express Route operates Monday through Friday, with the exception of regularly scheduled holidays.

**4. PRIORITY FOR DIAL-A-RIDE ADVANCE TRIP RESERVATIONS**

- A. For individuals who wish to ride DAR and who call to request DAR service prior to the day they wish to ride, such individuals shall be appointed a boarding time within one (1) hour of their requested time. Individuals may request reservation service at any time up to the day before their desired ride. Requests received on

the day of desired service shall be on a Demand Response basis. CITY reserves the right to limit the amount of reservations during any time period.

- B. Subscription service (standing reservations) shall continue to be provided to DAR passengers as specified by the CITY. Previously scheduled reservations shall be transferred from current CONTRACTOR to new CONTRACTOR to ensure consistency in scheduling. The CITY reserves the right to amend these policies at its sole discretion.

## **5. VEHICLES USED IN SERVICE**

CITY currently has twenty-five (25) vehicles for DAR and Fixed Route use. The vehicle fleet consists of nineteen (19) cutaways, five (5) NABI (North American Bus Industries) buses used for Fixed Route, and one (1) replica trolley. The maximum number of vehicles which may be used in service at any one (1) time shall be specified by either the Transportation Manager or the Fleet and Facilities Manager. (See attached Vehicle Schedule.)

CONTRACTOR shall utilize the vehicles in a manner that maximizes the number of passengers carried per vehicle service hour while meeting the service standards described in this Scope of Work. CONTRACTOR shall not operate any unnecessary vehicle service hours. The CITY's Transportation Manager shall make all determinations of necessity should any question arise as to such necessity during the term of this agreement.

## **6. PICK-UP OF PASSENGERS**

- A. Reservation Service: For DAR passengers who reserve their trip in advance (at least 1 day prior) of their boarding time, CONTRACTOR shall arrive at the appointed passenger pick-up location not more than ten (10) minutes prior to the appointed pick-up time nor more than twenty (20) minutes after the appointed pick up time. CONTRACTOR shall notify passengers at time of reservation that they need to be ready ten (10) minutes before their scheduled pick-up time to facilitate scheduling if the service is running ahead of schedule. Passengers may be picked up earlier than ten (10) minutes prior to the appointed time if CONTRACTOR receives their permission. CONTRACTOR shall notify passengers by telephone whenever possible if the DAR vehicle scheduled to pick them up is expected to arrive at the appointed pick-up location more than twenty (20) minutes later than the appointed time.
- B. Demand Response: For DAR passengers who do not reserve their trip at least 1 day in advance, the CONTRACTOR shall arrive at the passenger pick-up location not more than 45 minutes after the CONTRACTOR's promised time. CONTRACTOR shall notify passengers by telephone whenever possible if the DAR vehicle is going to be more than 45 minutes past the promised time.

Upon arrival of the DAR vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by a knock on the front door or ringing of the doorbell. Should the passenger reside in an assisted-living facility or be picked up at a medical facility, the driver shall notify the front office staff of their arrival and provide the passenger's name. The driver shall wait no more than three (3) minutes to pick up a passenger. Should the passenger not appear during that time frame, the driver shall resume service and proceed to the next scheduled reservation and/or pick-up. The missed pick-up shall be considered a "no-show" and the procedures for no-show (as provided in this Scope of Work) shall be followed.

- C. Fixed Route passengers shall be picked up at regularly assigned stops according to the time posted in the Rider's Guide. Should any vehicle on any route be more than 10 minutes behind schedule, the Transportation Manager shall be notified of the cause for the delay, anticipated lag time and the proposed remedy to get the route back on schedule.
- D. CONTRACTOR shall make every possible attempt to notify riders whose pick-up and/or drop-off time has been unilaterally changed by the CONTRACTOR for any reason. Riders who are not notified of a scheduled change shall not be counted as a "no-show" if they miss the ride.
- E. Riders who use the DAR system on a Demand Response basis shall not wait longer than 45 minutes past confirmed pick-up time for pick-up. If this requirement cannot be met, the CONTRACTOR must contact the Transportation Manager and the passenger with details describing how long the proposed wait shall be, why the wait time is so long, and what the CONTRACTOR is doing to meet this need. A monthly log shall be submitted to the CITY detailing response pick-up times. CITY reserves the right to limit the number of reservations accepted during certain times, as needed.

## **8. PASSENGER ASSISTANCE**

DAR passengers shall be assisted whenever possible from the primary entrance of their origin to the primary entrance of their destination. CONTRACTOR shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of the Americans with Disabilities Act. Driver shall provide assistance to passengers, when needed, by carrying groceries/parcels between the vehicle and the entranceway of the place of origin or destination. CONTRACTOR shall park as close as safely possible to each passenger's origin and destination, including entering parking lots as necessary.

Fixed Route passengers requiring assistance shall be assisted on and off of the vehicle by the driver maintaining, at a minimum, ADA requirements. Driver shall assist passengers requiring assistance with groceries/parcels while entering and exiting the vehicle.

## **9. NO-SHOW POLICY**

CONTRACTOR shall implement the following no-show policy for DAR service, which shall be subject to revision at CITY's sole discretion:

Passengers are to be instructed to notify dispatch personnel at least two (2) hours prior to the scheduled pick-up time if cancellation is necessary. Reservations cancelled less than fifteen (15) minutes prior notice are to be recorded as a "no-show". Passengers who repeatedly fail to present reasonable cause for "no-show" are subject to a temporary suspension of eligibility following the third occurrence. A formal progression of notification precedes any action to suspend eligibility. The following notices, the format of which shall be approved by the CITY, shall be prepared and sent certified mail (return receipt not required) by the CONTRACTOR:

- A. For the first no-show: A first letter of notification documents the date of the no-show and informs the customer that three (3) no-shows within a one (1) year period is the basis for a two (2) week suspension of eligibility.
- B. For the second no-show: A second letter of notification documents the date of the no-show and restates the policy of eligibility.
- C. For the third no-show and all subsequent no-shows: A third letter of notification documents the date of the no-show and provides notice of suspension of eligibility for two (2) weeks. A copy of the third (or more) no-show letter shall be sent to the CITY's Transportation Manager.

The no-show policy shall be effective for one year after the passenger's first notification of a no-show. On the anniversary of the first offense, the passenger's status shall be returned to normal with the no-show procedure started over for the up-coming year. CONTRACTOR shall make personnel available to discuss with the no-show letter recipients the details of the no-show and remove no-shows as justified.

## **10. CUSTOMER SERVICE**

CONTRACTOR shall have personnel available to answer telephones from at least thirty (30) minutes prior the first scheduled pick-up until the last scheduled passenger is dropped off as shown in Section 3 of this Scope of Work. CONTRACTOR shall maintain a minimum of four (4) telephone lines (provided by CITY) dedicated to service requests. One (1) of said lines shall be connected to a Telecommunications Device for the Deaf (TDD) consistent with the requirements of ADA for communication with hearing impaired persons. Additionally, CONTRACTOR shall maintain a business office phone with a number (provided by CITY) different than the service request numbers. CONTRACTOR shall list the service request number in the Pacific Bell White Pages under "Dial-A-Ride" and "Grapeline" and in the Yellow Pages under "Bus Lines," and "City of Lodi Transit".

CONTRACTOR shall add telephone receptionist and/or dispatching personnel if CITY determines that an unacceptable pattern or practice is established of service request callers being placed on "hold" because insufficient personnel are available to answer telephones or handle dispatching duties. An unacceptable pattern or practice shall exist if during the hours of service more than ten percent (10%) of callers are placed on hold for more than three (3) minutes before personnel begin assisting the caller. Answering the telephone to ask the caller to remain on hold is not "assisting the caller."

CONTRACTOR personnel shall treat all passengers in a courteous and respectful manner, consistent with the requirements of the ADA and good business practice. If CITY determines that a pattern of indefensible customer service relations complaints is established, CONTRACTOR shall upgrade its customer relations training program to CITY's satisfaction and retrain its personnel as necessary to reduce complaints.

Alternatives to the proposed customer service requirements which meet the needs of the requirements may be submitted in writing to the CITY prior to the pre-bid conference. Any accepted alternatives will be recorded and provided to all bid holders to allow for all agencies to offer the alternative service.

## **11. MAINTENANCE, STORAGE AND OFFICE FACILITIES**

CITY shall provide office and facilities for DAR and Fixed Route administration and dispatch services. Said office facility shall be open to the public between 8 a.m. and 5 p.m. on a Monday through Friday basis, with the exception of legal holidays (included as Attachment 2). Any additional office space needed shall be provided by CONTRACTOR at no additional cost to CITY. All dispatch services and supervisory positions shall be located at the Lodi Station. All training utilizing CITY vehicles shall take place within the CITY service boundary. Additionally, maintenance on the CITY owned vehicles shall be provided by the CITY shop located at the Municipal Service Center in Lodi.

Parking for CONTRACTOR employees is available at the Lodi Station Parking Structure located adjacent to the CITY's transit facility. Employees shall be prohibited from parking in the Transit Station's parking lot.

## **12. VEHICLES AND ASSOCIATED EQUIPMENT**

The vehicles shall be kept in good condition at all times when in passenger-carrying service as evidenced by, but not limited to, the following:

1. No dents or significant scratches
2. Paint in good condition
3. No broken or cracked windows
4. No torn interior surfaces, including seats
5. Clean interior surfaces

CONTRACTOR shall be responsible for notification of any repairs (minor or major) to the personnel at the shop. Daily upkeep of the vehicles (including, but not limited to, routine cleaning and washing) shall be the responsibility of the CONTRACTOR. Vehicle interiors shall be cleaned daily. Vehicle exteriors shall be cleaned a minimum of one (1) time each week. Vehicle interiors shall be professionally detailed a minimum of once every six (6) months. CITY shall assist in finding cleaning personnel with cost to be paid by CONTRACTOR.

CITY reserves the right to periodically inspect all vehicles and equipment. Any vehicle which does not meet the conditions listed above shall be removed from service and cleaned by CITY staff with the cost for services passed on to CONTRACTOR with an additional \$50.00 administrative fee.

CITY shall procure and maintain replacement tires, radio communication equipment and license, fare collection systems, and maintenance equipment and tools. CITY shall be responsible for any and all required maintenance (both mechanical and body repairs), to ensure that the operation of all CITY-supplied equipment will, at all times, meet or exceed the requirements stated herein. CITY shall notify CONTRACTOR of any vehicles failing to pass any inspection conducted by the California Highway Patrol.

Alternatives to the proposed radio service which meet the needs of the requirements may be submitted in writing to the CITY prior to the pre-bid conference. Any accepted alternatives will be recorded and provided to all bid holders to allow for all agencies to offer the alternative service.

### **13. FARE REVENUE, COLLECTION AND DEPOSIT**

CITY shall determine passenger fare rates and the method of collecting and depositing fares and reserves the right to change fare rates and methods of collecting and depositing fares at any time it deems appropriate. All fare, pass and ticket revenues collected for the CITY's DAR and Fixed Route services shall remain the property of the CITY. It shall be the responsibility of the CONTRACTOR to assure that its employees collect the proper fare, pass and ticket amounts from DAR and Fixed Route patrons following procedures established herein. Drivers shall not handle the fare unless required to do so in assisting a passenger. CONTRACTOR shall be responsible for the safe passages of fares to the CITY. CITY may require CONTRACTOR to reimburse the CITY for fare revenue lost, misplaced, stolen or otherwise missing while under the CONTRACTOR's care and control. Until otherwise directed, CONTRACTOR shall deliver fares daily, in accordance with the procedures provided by the Finance Department (included as Attachment 3).

CITY shall provide a sufficient number of farebox vaults so that simultaneously while one (1) set is being transferred to the CITY, another set is in the vehicles.

CITY is to provide a change machine for use at Lodi Station during open hours. The CONTRACTOR shall be responsible for stocking, servicing and maintaining the

CITY-furnished machine and paying all fees associated with securing adequate change for the machine. Repairs due to machine failure to be handled by CONTRACTOR with cost reimbursed by CITY for expenditures.

CITY will supply CONTRACTOR with tickets and CONTRACTOR shall make them available for purchase at the Lodi Station or as otherwise directed by the CITY. Proceeds collected from the sale of these items shall be submitted to the CITY once a week or as otherwise directed by the CITY. CONTRACTOR shall maintain a proper accounting of and be financially responsible for any tickets under CONTRACTOR's control. Accounting method shall be subject to CITY's approval.

#### **14. RADIO EQUIPMENT**

CITY shall procure, install and maintain a radio communications system for each vehicle, as well as two (2) base stations for dispatching to allow for the timely and efficient dispatch, coordination and response to service calls.

No vehicle shall operate in service without a communications system unless otherwise approved by the Transportation Manager. "Hand held" units may be used on vehicles when the regular unit is not functioning.

CITY shall provide and maintain licenses on radio system.

Alternatives to the proposed radio system which meet the needs of the requirements may be submitted in writing to the CITY prior to the pre-bid conference. Any accepted alternatives will be recorded and provided to all bid holders to allow for all agencies to offer the alternative service.

#### **15. PRINTED MATERIAL**

- A. Printed materials intended for distribution outside of CONTRACTOR's office facility for the purpose of promoting ridership shall be supplied by the CITY. However, rider's guides and tickets for the Dial-A-Ride and Fixed Route services shall be the responsibility of the CONTRACTOR to prepare, purchase and distribute. All rider's guides and tickets must be approved by the Transportation Manager prior to printing and distribution. Rider's guides must be stocked at locations determined by the CITY including, but not limited to, City Hall, Lodi Station, City Library, and City Finance Department.
- B. All materials used internally by the CONTRACTOR shall be supplied by the CONTRACTOR.

## **16. PERSONNEL**

- A. CONTRACTOR shall provide, at all times, management, supervision, drivers, dispatchers, trainers, on-board supervision, and such other personnel necessary to responsibly operate the DAR and Fixed Route systems.
- B. Within ten (10) days of commencement of the Agreement, CONTRACTOR shall provide CITY a roster of existing drivers and with a time frame to be specified by the Transportation Manager, shall provide CITY with information about newly-hired drivers as may be required by CITY at CONTRACTOR's expense.
- C. It is the CITY's expectation that the CONTRACTOR will give preference to employees who are currently providing this service, as long as the employees meet the hiring qualifications of the CONTRACTOR.
- D. Drivers shall be assigned to the CITY location. Drivers shall not routinely rotate from the CITY location to other locations managed by the CONTRACTOR.
- E. All Drivers shall be enrolled at the CONTRACTOR's expense into the California Highway Patrol Pull Program. Additionally, procedures addressing CONTRACTOR's notification and reporting process for dealing with reports received from the program are to be submitted to the CITY.

## **17. EMPLOYEE REQUIREMENTS**

### A. Employee Standards

In order to respect the public and to avoid exposure to liability and risk, CITY reserves the right to approve the hiring of and to require the removal of any of CONTRACTOR's employees who do not meet the minimum employment qualifications outlined below.

#### (1) Driver Instructors

- (a) Valid Class B license; and
- (b) Valid instructor training consistent with "Train-the-Trainer" or other formal training program recognized by the State of California Department of Motor Vehicles as having met State requirements.

#### (2) Bus Drivers

- (a) A valid California Class B driving license and appropriate Transit Certificate; and
- (b) A minimum of two (2) years licensed driving experience; and
- (c) Department of Justice criminal background clearance and fingerprinting; and

(d) Completion of CONTRACTOR's driver training program, which shall comply with applicable State and Federal laws and regulations.

(3) Driver Disqualifications

At a minimum, CONTRACTOR shall not hire or continue to employ as a bus driver any of the following persons:

- (a) Any person who has been convicted of a crime involving moral turpitude or narcotics within the two (2) years immediately preceding consideration of such person for employment or during that person's term of employment with CONTRACTOR.
- (b) Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding consideration of such person for employment or during that person's term of employment with CONTRACTOR.
- (c) Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs, or of reckless driving involving the use of alcohol and/or drugs within the five (5) years immediately preceding consideration of such person for employment or during that person's term of employment with CONTRACTOR.

(4) Driver Evaluation System

CONTRACTOR shall develop, maintain and enforce a driving performance and safety evaluation system for the evaluation of its bus driver employees throughout the term of this Agreement. Drivers not meeting minimum performance requirements shall not be eligible to drive. Said evaluation system shall be provided to CITY prior to initiation of service under terms of this Agreement. CITY reserves the right to have CONTRACTOR modify, expand or revise said performance evaluation system.

(5) Driver Courtesy

CONTRACTOR shall supervise all drivers to ensure that they are courteous to all patrons at all times and accurately respond to patron's questions regarding use of the CITY'S DAR or Fixed Route systems or any connecting systems.

(6) Uniforms

Drivers shall wear uniforms satisfactory to the CITY. At a minimum, uniforms shall consist of identical shirts with a company patch, trousers (jeans are unacceptable) or professional-appearing shorts made of the

same material as uniform trousers, and professional-appearing clip/pin nametag indicating the driver's name. While on duty, drivers must be neatly groomed and dressed in uniform at all times, except during special theme-oriented days designated by CONTRACTOR or as exempted by the Transportation Manager.

#### **18. ACCIDENTS/ INCIDENTS/ EQUIPMENT DAMAGES AND REPAIRS**

- A. CONTRACTOR shall report any and all accidents in a manner satisfactory to CITY. CONTRACTOR shall report any unusual incidents occurring onboard either the DAR or Fixed Route systems in a manner satisfactory to the CITY. Vehicular accidents shall be reported, as shall passenger incidents.
- B. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning the accident, unless it is to Police, supervisory personnel, CITY Risk Manager, Transportation Manager, or other person(s) involved in the accident as required by law.
- C. Should the CONTRACTOR be deemed at fault in an accident which requires removal of a vehicle from service, CONTRACTOR shall be responsible for acquiring a replacement vehicle for the duration time required to fix the CITY vehicle at a cost to the CONTRACTOR.
- D. CONTRACTOR shall maintain a log of all accidents and incidents in a manner satisfactory to the CITY and submit a copy of said log to CITY within ten (10) days following the last day of the preceding month.
- E. CITY shall not be responsible for the payment of any traffic ticket fines incurred by any of the CONTRACTOR's employees.

#### **19. OPERATING POLICIES**

The following operating policies, subject to modification by the Transportation Manager, shall be enforced by the CONTRACTOR:

- A. Passengers shall not be permitted to smoke, eat or drink anything aboard the buses at any time.
- B. No one shall be permitted to solicit on the vehicles, with the exception of personnel specifically authorized to do so by the Transportation Manager.
- C. No vehicle shall be operated when its condition is unsafe.
- D. Wheelchair lifts shall be operated in compliance with the procedure recommended by the manufacturer and required by the ADA.

- E. CONTRACTOR shall enforce all rules applying to passenger behavior on board the vehicles as may be established, revised or modified by the Transportation Manager.

## **20. FUELING**

The majority of the twenty-five (25) fleet vehicles provided by the CITY for use by the CONTRACTOR run on Compressed Natural Gas (CNG). The CITY is providing these vehicles along with a CNG fueling station located inside the corporation yard at the Municipal Service Center. A back-up fueling station is located at Kludt Station on Pine Street east of the Transit Station in Lodi. All NABI vehicles and the Trolley are to be fueled prior to daily service, with Dial-A-Ride fill-ups coordinated during off-peak hours as needed.

Prior to starting, all drivers must undergo a fueling instruction course offered by the CITY. It will be the responsibility of the CONTRACTOR to contact the Fleet and Facilities Manager or Fleet Supervisor to schedule this training. Any constraints on fueling times shall be communicated to the CONTRACTOR by the Transportation Manager, Fleet and Facilities Manager or Fleet Supervisor. Vehicles shall be adequately fueled prior to the start of daily operations.

No employee is to fuel any vehicle prior to receiving the proper instructions from designated CITY personnel.

## **21. TRAINING**

CONTRACTOR shall, at its expense, provide training and retraining for all bus drivers operating vehicles, all dispatchers and all telephone receptionists. All employees shall satisfactorily complete training specific to their job assignments before being assigned to work. At a minimum, said driver training program shall:

- (1) Comply with all Federal and State regulations regarding the training of drivers and driver trainers.
- (2) Contain periodic safety meetings to be attended by all drivers and driver supervisors.
- (3) Contain training components, as necessary, to ensure that all personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the differences among individuals with disabilities.

CONTRACTOR shall ensure that all employees are trained to be knowledgeable of and sensitive to the disabilities of the individual passengers and treat each passenger in a manner appropriate for the passenger's disability. All employees shall receive customer training to ensure, to the extent possible, that patrons have no cause to complain about

CONTRACTOR's customer relations. CONTRACTOR shall conduct its training program in strict accordance with said training program on file with the CITY. Documentation of driver attendance at training meetings and a copy of meeting minutes shall be kept on file by CONTRACTOR and submitted to CITY quarterly. Documentation of attendance and meeting minutes shall be in a format acceptable to the CITY.

## **22. SAFETY AND INSURANCE**

CONTRACTOR shall, at its expense, provide ongoing safety training for all workers during the term of the contract. It is the sole responsibility of the CONTRACTOR to comply with all Federal and State regulations regarding safety.

CITY is a member of the California Transit Insurance Pool which covers all transit vehicles provided to CONTRACTOR by CITY. CONTRACTOR shall be responsible for all costs not covered by insurance incurred by the CITY for accidents.

## **23. OPERATING DATA COLLECTION, REPORTS, RECORDS, FINANCIAL REPORTING**

### **A. DAR Trip Information**

CONTRACTOR shall record information for each trip and categorize the information into the following categories: Senior/Disabled DAR and General Public DAR. Additional criteria/classifications may be added upon request of the CITY. For each trip, the following information shall be collected, at a minimum and be furnished to the CITY monthly:

- (1) Name
- (2) Origin
- (3) Destination
- (4) Trip Distance (in tenths of miles)
- (5) Time Passenger in on-board vehicle
- (6) Scheduled pick-up time
- (7) Time boarded
- (8) Time alighted
- (9) Any unusual circumstances encountered
- (10) Senior/Disabled or General Public eligibility
- (11) Fare paid
- (12) Number of passengers in party

### **B. General**

In addition to the other records and reports required herein, CONTRACTOR shall compile, maintain and furnish to CITY certain reports and statistical data for the month and year-to-date and compare it with the same data for the previous month, same month previous year and year-to-date for the previous fiscal year.

- (1) Total ridership by fare category: Senior/Disabled DAR passengers, General Public DAR passengers and Fixed Route passengers. Additionally, account for the number of wheelchairs transported.
- (2) Total vehicle service miles for each system
- (3) Total Revenue service miles for each system
- (4) Total vehicle service hours broken out by Weekday, Saturday and Sunday for each system
- (5) Average passengers per vehicle service hour and per vehicle service mile for each system
- (6) Average wait time for passengers with reservations versus passengers without reservations (DAR system only)
- (7) Number of passengers boarded within twenty (20) minutes of appointed boarding time in five (5) minute increments. (DAR)
- (8) Number of passengers boarded outside of twenty (20) minutes of appointed boarding time in five (5) minute increments (DAR)
- (9) Number of appointed passengers not picked up (DAR)
- (10) Average ride time per passenger by service area (DAR)
- (11) Number of passengers whose trips are completed within the ride time limit (DAR)
- (12) Number of passengers whose trips are not completed within the time limit (DAR)
- (13) Transfers collected and sold (Fixed Route)
- (14) Attendants transported (DAR)
- (15) Accidents (both systems)

Reminder: Passengers are not to be denied service due to their requested trip time not being available. However, alternate pick-up times may be necessary to handle the amount of calls received. CITY reserves the right to limit the number of reservations at any given time.

### C. Reports

- (1) Within thirty (30) days of the end of each month, a random four (4) day per month statistical summation report, indicating ridership distribution by time of day and trip purpose, vehicle assignment distribution and wheelchair ridership distribution by time of day shall be submitted to the CITY. Selection of vehicle and day for survey shall comply with the National Transit Database requirements.
- (2) Within thirty 30 days of the end of each month, a monthly complaint log indicating complaints received by CONTRACTOR regarding the service provided and CONTRACTOR's response. Report to be on 8 1/2" x 11" paper.

- (3) Telephone CITY within sixty (60) minutes, regardless of fault, if vehicles are not on the road like they should be, for whatever cause, and the amount of time said service was interrupted.
- (4) A telephone usage report showing number of telephone calls received by time of day, usage duration by time of day, and trunk utilization during each hour of the day.
- (5) Such other reports as are requested from time to time by CITY.

- a. Special Reports

CONTRACTOR shall cooperate, as required by CITY, in conducting four (4) surveys of ridership, taking ridership counts, and summarizing rider characteristics.

- b. National Transit Database (NTD) Reporting

- (1) CONTRACTOR shall maintain the following information and submit it to CITY monthly:

- (a) Actual Vehicle Miles: The miles that vehicles travel while in revenue service (actual vehicle revenue miles) plus deadhead miles. Actual vehicle miles exclude miles for operator training and maintenance.
- (b) Actual Vehicle Hours: The hours that vehicles travel while in revenue service (actual vehicle revenue hours) plus deadhead hours. Actual vehicle hours exclude hours for operator training and maintenance testing.
- (c) Actual Vehicle Revenue Miles: The miles that vehicles travel while in revenue service. Vehicle revenue miles exclude deadhead miles, and miles for training operators prior to revenue service and road tests.
- (d) Actual Vehicle Revenue Hours: The hours that vehicles travel while in revenue service. Vehicle revenue hours include layover/recovery time but exclude deadhead hour and hours for training operators prior to revenue service and road tests.

(6) CONTRACTOR shall perform on-board daily passenger counting and summarization as required by the FTA NTD Reporting Program (FTA Circular 2710.2A as amended) and as directed by CITY, and tabulate the survey data in a report format required by CITY.

(7) 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

a. Computerization of Reports

Data required under this paragraph shall be tabulated with a computerized spreadsheet program. CONTRACTOR shall maintain proper backups of all required data on compact disc. Said backups shall be dated no more than one (1) day prior to last file change. Data disks to be made available to CITY upon request by CITY for transfer of data to CITY computer.

b. 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.

(8) Upon demand by CITY, CONTRACTOR shall furnish to CITY within thirty (30) days after the end of each calendar quarter a quarterly report of operating revenues and expenses. Upon demand by CITY, within ninety (90) days after the end of CONTRACTOR's fiscal year, CONTRACTOR shall submit to CITY a statement of revenues and expenses certified by a Certified Public Accountant. CITY, at its option, may require additional financial reports as necessary.

a. CITY reserves the right to revise the reporting requirements specified hereinabove at its sole discretion.

#### **24. CONTROL OF DRUG AND ALCOHOL USE**

CONTRACTOR shall, at its expense, develop and implement a drug control program and conduct drug testing in compliance with Federal and State laws and regulations. At a minimum, said drug control program shall:

A. Contain a policy on drug use in the workplace.

- B. Contain an employee and supervisor education and drug awareness-training program.
- C. Contain a drug-testing program for employees and applicants for employment in sensitive safety positions. Categories for testing shall include pre-employment, reasonable cause, post accident, and return to duty. The drug testing program shall also include: sample collection procedures outlining methods for sampling and methods for collection; drug testing procedures outlining analyses for testing of amphetamines, cocaine, opiates, phencyclidine, and marijuana; laboratory findings procedures and reporting reviews; methods and policies on violations and consequences for violating the rules and regulations of this policy (disciplinary actions).
- D. Contain an employee assistance and rehabilitation program.
- E. Contain procedures for record and report keeping outlining positive test results, releasing of information on tests, certification of compliances from laboratories and medical review officer, and administrative actions to meet all State or Federal regulations regarding the drug policy.
- F. Contain a policy which requires that any employee performing a sensitive safety function, as defined in 49 C.F.R. Part 653, who refuses to take a drug test authorized in the approved drug program or does not pass said test may not return to a sensitive safety function until that employee has passed an approved return-to-duty test.

CONTRACTOR shall submit to CITY copy of CONTRACTOR's drug and alcohol policy. CONTRACTOR shall submit to CITY annually FTA alcohol testing and drug testing MIS "EZ" Data Collections Forms.

## **26. MISCELLANEOUS**

- A. CONTRACTOR shall resolve citizen complaints to the best of its ability utilizing a written procedure subject to CITY approval and revision at direction of CITY. Unresolved complaints should be directed to CITY Transportation Manager.
- B. CONTRACTOR shall cooperate with CITY to develop an emergency transportation procedure to enable the efficient provision of DAR and Fixed Route transportation in emergency situations when requested by CITY or by outside agencies and authorized by CITY.
- C. If directed to do so by CITY, CONTRACTOR shall work with other transit operators to coordinate transfers between them and DAR and Fixed Route.
- D. CONTRACTOR shall cooperate with CITY staff in the modification of any aspect of DAR and/or Fixed Route operating policies, procedures, programs or

any other area of public transit operations that affects the DAR and/or Fixed Route service provided by CONTRACTOR under the terms of this Agreement.

- E. Once each quarter as directed by CITY, CONTRACTOR shall, at its own expense, mail to a maximum of five hundred (500) DAR patrons, selected at random from its data base, a survey form furnished by CITY. CONTRACTOR shall furnish to CITY a copy of the mailing list for each survey distribution. The surveys are to be returned to CITY by client. Survey data will be tabulated by CITY.
- F. CONTRACTOR shall have a working knowledge of all aspects of the rules and regulations for ADA, FTA, and TDA as they apply to the operation of the services specified herein. CONTRACTOR shall notify CITY at any time that it becomes aware of an issue that is not being properly addressed.
- G. If requested by CITY, CONTRACTOR shall provide services specified by CITY to other communities within a forty-five (45) mile radius of downtown Lodi. CONTRACTOR and CITY shall mutually agree upon compensation due CONTRACTOR for the provision of such service.

## **27. RESPONSIBILITIES OF THE CITY OF LODI**

Base service will be met by utilizing vehicles, parking, maintenance and office facilities provided by the CITY. CITY shall ensure that all vehicles provided by it will be in a roadworthy condition. CITY shall maintain and repair all vehicles and equipment provided by CITY hereunder.

If vehicles are for any reason not available for service during the term of this contract, the CITY shall have the option of providing suitable replacement or back-up vehicles during the remaining term of the Agreement or requiring the CONTRACTOR to provide such vehicles pursuant to a separately negotiated agreement.

CITY shall perform the following duties and accept the following responsibilities with respect to the performance of the CITY's transit services. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

### **A. System Planning and Administration**

CITY shall be responsible for all planning, coordination and policy activities relative to the Fixed Route and DAR services, service areas, fares, schedules, days and hours of operations, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration and contract compliance monitoring. CITY shall establish criteria for eligibility on "specialized" (elderly and disabled) demand-response and subscription DAR services.

CITY shall act as the final step and/or body of appeals in the resolution of any service complaints that the CONTRACTOR is unable to resolve.

B. Promotion, Marketing and Customer Service

CITY shall be responsible for development and preparation of all marketing materials for the Lodi transit services. CONTRACTOR shall cooperate with CITY in the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of the CITY's services and to promote ridership.

CITY will provide the use of its normal customer service lines, processes and procedures to receive, investigate and resolve customer service complaints. CONTRACTOR shall cooperate with CITY and provide access needed to employees and records to resolve all customer service and service complaints.

C. FACILITIES AND EQUIPMENT

The office facilities are located at 24 South Sacramento Street in Lodi. This facility is provided to CONTRACTOR for use during term of this agreement. Included with the office facility are the present office furniture, desks, chairs, book cases, file cabinets, tables, workstations, telephones, personal computers, copier and fax machine. Not included with the facilities are utilities, janitorial services or office supplies.

**28. LODI TRANSIT SERVICES POLICIES AND STANDARDS**

The CONTRACTOR will make every effort to meet the following CITY transit service policies and standards in the operation of the CITY Fixed Route and DAR services. Penalty payments shall be assessed in accordance with the **Performance Based Penalty Program**, designated as Attachment 1 to this Exhibit.

A. Performance Standards

- (1) DAR Demand Response: 100% of passengers will receive service within 45 minutes of their initial call
- (2) DAR Reservations: Pick-up time within 15 minutes of promised time (30-minute window)
- (3) DAR average trip time not to exceed 20 minutes
- (4) Operate service with accidents at less than one per 50,000 miles.

B. Productivity Standards

- (1) Trips per DAR revenue vehicle mile shall not fall below 0.40.
- (2) Passengers per Fixed Route revenue mile shall not fall below 1.0.
- (3) Trips per revenue vehicle hour shall not fall below 4.0 for Demand-Response service.
- (4) Passengers per revenue hour shall not fall below 10.0 for Fixed Route service.
- (5) Revenue hours per FTE shall not fall below 1200.
- (6) Farebox recovery ratio of 20% or more for CITY Transit Services.

These policies and standards are subject to change or modification by the CITY at any time. CONTRACTOR will be consulted regarding any change prior to its final adoption.

The following definitions and measurements shall apply to the Performance Monitoring Program:

- (1) Accidents per X miles is calculated by dividing the number of accidents in the reporting period by the number of vehicle service miles in that reporting period.
- (2) Vehicle breakdowns per X miles is calculated by dividing the number of breakdowns or road calls in the reporting period by the number of vehicle service miles in that reporting period.
- (3) Passengers per vehicle service hour is calculated by dividing the number of passengers by the number of vehicle service hours in a reporting period.

## QUESTIONNAIRE 1

### GENERAL QUESTIONS TO BE ANSWERED BY ALL PROPOSERS

All proposers must submit an answer sheet addressing questions included in this questionnaire. The answer sheet must respond to each of the following questions in the precise order as presented. Answers to each question may be inserted in a binder or spiral bound with tabbed sections addressing one (1) or more questions but must be addressed in the same order as shown in this questionnaire. Proposals which do not address each question may be considered non-responsive and rejected. Responses must be submitted on paper separate from this questionnaire. Proposers should note that the Scope of Work contains minimum requirements for some areas which the proposer is required to address in this questionnaire. Submittals not addressing such minimum requirements may be considered non-responsive and rejected.

1. Describe your firm's proposed program to accommodate "no-shows," absenteeism, vacation and turnover of employees. What assurance that drivers will always be available as needed can be given?
2. Describe how service quality would be monitored.
3. In **three (3) pages or less**, outline your firm's training and safety program for new drivers and retraining program for veteran drivers. Included, at a minimum, must be an outline of the topics covered, the time which would be devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in revenue service with a trainer or instructor, the amount of time devoted to customer relations and sensitivity training. In addition to the above, a complete detailed description of the driver training program must be submitted with the proposal.
4. Submit a brief description of the training program for dispatchers and telephone receptionists including an outline of topics covered and time devoted to each topic. The description must address customer relations and sensitivity training in addition to other topics which might be covered.
5. How does the firm propose to ensure that, during the transition from the current contract to the new contract, service will be provided in a continuous, uninterrupted manner and that the breadth of system knowledge among employees which must be transferred to system passengers is no less than that which was provided prior to the beginning of the new contract? How will the proposer's knowledge of the intricacies of each transit system be sufficient to ensure that transit agency staff will not need to spend time educating the proposer's staff on such matters?
6. How does the firm propose to compensate its employees for increases in the cost of living?
7. List the experience your firm has providing and/or managing publicly funded demand-response, door-to-door paratransit service, fixed-route and fixed-route-deviated transit services. For each system, list dates of service, annual vehicle mileage, number of vehicles, number of annual passengers, and the name and telephone numbers of



11. Has your firm applied for credit protection under any bankruptcy proceeding over the past five (5) years? (Answer "yes" or "no"). If the answer is "yes", give details.
12. Since January 1, 1998, has your firm or a public or a private non-profit agency with which it contracted, terminated a contract involving your firm's provision of transportation services prior to the contract's intended expiration date? Your response must state "yes" or "no". If the answer is "yes", the following information must be provided for each contract termination.
  - a. Transit operator name and address.
  - b. Name and telephone number of contract administrator for said transit operator.
  - c. Explanatory information.
13. Complete and submit the "Non-Collusive Affidavit" included in Section G of the RFP.
14. Complete and submit the "Eligible Bidder Certification" included in Section G of the RFP.
15. Provide the name of the firm's contact person, address, telephone number, and facsimile (FAX) number (if available). If no FAX machine available, state such.

## QUESTIONNAIRE #2

### SYSTEM OPERATIONS

**Instructions:**

With each proposal submitted, an answer sheet addressing each of the following questions must be submitted. The answer sheet must respond to each of the following questions in the precise order as presented. Answers to each question may be inserted in a binder or spiral bound with tabbed sections addressing one (1) or more questions but must be addressed in the same order as shown in this questionnaire. Proposals, which do not address each question, may be considered non-responsive and rejected. Responses must be submitted on paper separate from this questionnaire. Where a tabular format for an answer is specified, the proposer must provide a response for each column and row heading and may use the term "Not Applicable" where appropriate. Proposers should note that the Scope of Work contains minimum requirements for some areas that the proposer is required to address in this questionnaire. Submittals not addressing such minimum requirements may be considered non-responsive and rejected

**Questions to be addressed:**

1. Describe how your proposed operation would be organized. An organization chart must be attached for each proposal submitted indicating all job classifications in the organization and the number of full-time employee equivalents (split between full-time and part-time), that would be allocated to each job classification. Provide an organization chart showing how many positions (or fractions thereof) would be assigned to each job classification during a typical peak hour. Provide a brief description of the duties of each position. At a minimum, the chart and description should address the position, or equivalent, of manager, supervisor, telephone receptionist, dispatcher, bus driver, and mechanic. Provide any information that would assist in determining the quality of the proposed organizational approach.
2. How does proposer intend to utilize the current contractor's drivers, dispatchers, supervisors, and other existing staff?
3. For each job classification shown in the organization chart submitted for question #1 above, list the proposed wage scale including step increases and the time period between step increases. Utilize the format shown below. Expand the table to show additional step increases if necessary. The City has included the minimum pay guidelines. They are:

New Hires:	\$12.25
1 year of service:	\$12.65
2 years of service:	\$13.05
3 years of service:	\$13.45
4 years of service:	\$13.85
5-8 years of service:	\$14.25
9 years of service:	\$15.25

Years of service shall include the cumulative number of years an employee has been employed driving a City of Lodi revenue vehicle. CONTRACTOR agrees to insure all full-time drivers for health, dental and vision insurance. CONTRACTOR shall pay all premiums, including increases in premiums on behalf of the driver.

The column showing the number of positions for the site manager, supervisor and trainer job classifications should reflect the number of full time employee equivalents (FTE's) devoted to the transit system in question. If less than 100% of an employee's time in one of those three (3) classifications would be devoted to the system, the entry in the "number of positions" column should reflect the fraction of an FTE that would be devoted to the system.

Job Classification	Number of Positions	Hourly Wage At Each Step					Time Period Between Step Increases
		A	B	C	D	E	
Site Manager (FTE)							
Supervisors (FTE)							
Trainers (FTE)							
Drivers – Full Time							
Drivers – Part Time							
Dispatchers – Full Time							
Dispatchers – Part Time							
Vehicle Cleaning – Full Time							
Vehicle Cleaning – Part Time							
Telephone Receptionist – Full Time							
Telephone Receptionist – Part Time							
Other – Full Time (list)							
Other – Full Time (list)							
Other – Part Time (list)							
Other - Part Time (list)							

- Specifically identify and describe the experience and qualifications of the proposed on-site manager who will be responsible for day-to-day operations. A resume' for this individual must be attached. Identify references (including phone numbers) who can verify the proposed on-site transit manager's experience. If the proposed manager obtained his or her experience with the proposer's firm, proposer certifies that the proposed manager has the experience identified.

5. Describe the telephone system you propose to use. Include the number of lines to be installed and any feature of the system which increases service efficiency, provides more convenience for clients and customers in connecting with the trip reservation taker, receptionist, or information providers, or provides for monitoring of telephone system usage by the transit agency. Indicate if the system has the capability of recording conversations and how that aspect of the system functions.
6. Describe your firm's proposed dispatch system for demand-response service. Describe the specific software proposed for use, hardware required in the office and on the vehicles for it to function. Describe the proposed on-site manager's experience with this system.
7. Provide an overview of your start-up approach and transition plan from existing contractor to new contractor and attach an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the operation of the service. This transition plan must demonstrate that the proposer has thoroughly considered all that needs to be done to transition to the new contract with minimal disruption to existing transit service and with minimal assistance from the Transportation Manager.
8. Indicate additional resources possessed by your firm which would be available (with or without cost) for the transit agency to draw upon should the use of such resources be considered by the City of Lodi to be of benefit.
9. Please list and price any other items you propose to offer as an option in addition to the service required by the RFP, the Agreement and the Scope of Work.
10. List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to the City of Lodi and would be available to the City of Lodi at no additional charge.
11. Complete and submit the "Price Proposal" and "Cost Summary" forms included in Section G of the RFP. Be sure to include a fixed rate monthly fee, per service month, not to exceed \$49,681.39.
12. Provide the name of the firm's contact person, address, telephone number, and facsimile (FAX) number (if available). If no FAX machine available, state such.