



**DEVELOPMENT SERVICES**  
ENGINEERING DIVISION  
156 S. BROADWAY, SUITE 150  
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Date: 7/13/17

City Project No.: 16-26

Addendum No.: 2

The changes, clarifications and notations shown below shall be added as Appendix I to the Request for Proposals issued under City Project No. 16-26.

**The deadline for proposals has been pushed out by two (2) weeks. All proposals shall be due on Friday, August 4, 2017 at 4:00 p.m.** This change was made to provide a reasonable amount of time to proposers to finalize their prospective proposals, as well as provide City staff with additional time in providing needed clarifications. Final clarifications are forthcoming in Addendum No. 3 to be released next week.

RFP Section 1.25 is amended to read as follows (changes shown in bold):

Proposals must be received by City of Turlock at its offices at 156 S. Broadway, Suite 150, Turlock, CA 95380, addressed as set forth in Section 1.7, by 4:00 PM PACIFIC STANDARD TIME ON **August 4, 2017**. Proposals received after this specified date and time shall be considered late and shall not be considered for evaluation.

RFP Section 3.5 is amended to read as follows (changes shown in bold):

May 23, 2017	City Council approves draft RFP for advertisement
May 24, 2017	Advertise RFP
June 6, 2017	Site Inspections and Pre-proposal Conference
June 23, 2017	Deadline for Requests for Information (4:00 p.m.)
<b>August 4, 2017</b>	Deadline for Proposals (4:00 p.m.)
<b>August 11, 2017</b>	Scoring Committee Evaluation Process Complete
<b>Aug 14-Aug 17, 2017</b>	Conduct Interview(s)
<b>August 18, 2017</b>	Issue Notice of Intent to Award
<b>September 26, 2017</b>	City Council approves/rejects award of contract
<b>September 28, 2017</b>	Transitional Period Begins (if applicable)
<b>November 25, 2017</b>	Contracted Services Begin

1. **Is there a current chart of wages, salary/benefit splits available?**  
Yes, see attached.
2. **Consistent with CA Labor Code 1072, please provide specific information regarding the current wages for all employees, currently involved in the provision of this service. Please also provide detailed information regarding all benefits for the current employees. For insurance programs, please include specifics regarding co-pays, dependent coverage and amount of premium paid by employer.**

The City does not control employee pay and benefits. Please note that the RFP has new requirements relating to pay rates. Seniority also adds compensation per hour in recognition of an employee's years of experience. Please see the attached chart for current wages and vacation schedule.

Employees are eligible for an ACA compliant benefit program that meets or exceeds all standards of the law. They are also eligible for dental and vision coverage. The company provides a 401(k) with a 50% match of the first 6% contributed by the employee.

3. **We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full-time or part-time, length of service, and current rate of pay.**  
Yes, see attached.
4. **Please provide all Exhibits referenced in the RFP;**  
Will be provided in Addendum 3 to be issued next week.
5. **Will the City accept the bond renewable with a continuation certificate on an annual basis?**  
Will be provided in Addendum 3 to be issued next week.
6. **Please confirm that a letter from a surety company is only required and the City will not be providing any bond forms;**  
Will be provided in Addendum 3 to be issued next week.
7. **Please provide a vehicle accident and claims history for the past 3 years;**  
Yes, see attached.
8. **Please provide the current pay scale for each position;**  
The current pay rates of each employee are attached.
9. **Please provide the current benefits provided to each employee;**  
See the answer to Question 2.
10. **Please provide a seniority list for current employees;**  
Yes, see attached.
11. **Please provide information on the current labor force. Please include employee counts by job category, hire dates, wage rates, last date of wage increase, benefits plan designs (including premiums and deductibles) and participation rates, paid time off, and if any employees are represented by a labor union, please provide a copy of the current labor agreement and any related side agreements. This information is critical to all submitting firms, especially if non-incumbent proposers are required to comply with Section 13(c)/5333(b).**

Please see the attached information. Transit operator employees at this location are not currently represented by a labor union. There are no known 5333(b) claims.

- 12. If 13(c)/5333(b) does apply, please provide information on any past claims or decisions.**

There are no known 5333(b) claims.

- 13. What is the turnover rate for drivers over the last 12 months?**

Will be provided in Addendum 3 to be issued next week.

- 14. To ensure accurate insurance costing, please provide:**

- a. The dollar values, at the start of the contract, at which the vehicles should be insured (and note whether actual cash values or replacement values),**
- b. Seating capacity for each vehicle type,**
- c. Three years of loss and accident information, including accident/incident frequencies per 100,000 miles.**

Accident history is attached. Information on seating capacity and dollar values of insured vehicles shall be provided under Addendum No. 3 to be issued next week.

- 15. RFP pg. 39 Tab PS-6 – Certifications “The certification forms are in Exhibit 3” Can the City of Turlock please provide Exhibit 3 to all bidders?**

Will be provided in Addendum 3 to be issued next week.

- 16. Tab PS – 6 requests certifications in Exhibit 3. Please confirm that these certifications are needed and please supply all bidders with:**

- a. Debarment Certification**
- b. DBE Status**
- c. Lobbying Certification**
- d. Authenticity Certification**
- e. Labor Code Certificate**
- f. Development of Price Proposal**

Will be provided in Addendum 3 to be issued next week.

- 17. Please provide the Submittal Letter form requested in Tab PS – 1.**

Will be provided in Addendum 3 to be issued next week.

- 18. Insurance (b) Minimum Limits of Insurance (1) General Liability “General Liability (including operations, products and completed operations): \$10,000,000 per occurrence for bodily injury, personal injury and property damage.” Please confirm that this limit can be met by a combination of primary and excess liability.**

Will be provided in Addendum 3 to be issued next week.

- 19. Insurance (b) Minimum Limits of Insurance (2) Auto Liability “Automobile Liability: \$10,000,000 per occurrence for bodily injury and property damage.” Please confirm that this limit can be met by a combination of primary and excess liability.**

Will be provided in Addendum 3 to be issued next week.

- 20. Insurance (c) Deductibles and Self-insured Retentions “(1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers;” Will the City of Turlock consider removing this requirement?**

No.

- 21. What are the revenue hours bidders are required to submit pricing for?**

Revenue hours should be based on current hours of operation, which are the same for both fixed route and Dial-a-Ride services: Monday through Friday, 6:00 a.m. to 9:00 p.m., and Saturday, 9:00 a.m. to 7:00 p.m. During peak service this involves six buses on fixed route service and two buses on Dial-a-Ride service.

- 22. Appendix C Page 112 of RFP. Please provide the current mileage of these vehicles.**

Will be provided in Addendum 3 to be issued next week.

- 23. Please provide the current staffing and benefit information from incumbents. Listing of current employees, pay rates, seniority, rates and participation for benefits (medical, dental, retirement, etc.) Please provide CBA (if applicable). Including any applicable amendments and MOU's.**

See attached.

- 24. Please provide a current organization chart listing all positions and number of employees in each position.**

An organizational chart for this local operation is not available, but a staffing chart has been attached.

- 25. Vehicle Acceptance Standards: Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. Will the Authority be responsible for the cost of major repairs needed during the first 180 days after Contractor begins service under the Agreement? Would Turlock Transit accept the Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected? Please see MV's vehicle acceptance agreement as an attachment to these questions.**

The condition of the vehicles shall be identified through an inspection of the fleet in accordance with RFP Section 1.6(e). The items determined necessary for repair will be based on mutual agreement at that time. The City shall coordinate and/or perform all repair work and fund the costs of all repairs to fleet vehicles throughout the duration of the Agreement. The City shall provide the Contractor with fleet vehicles that are in good working condition.

- 26. Would Turlock Transit include a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes or disputes, terrorism, etc.)?**

No.

27. In the Draft Contract §56 – Transit Employee Protective Provisions states “Contractor agrees to comply with the requirements of 49 U.S.C.A 5333(b) and 29 C.F.R. Part 215.” Contractor should be responsible only for its obligations to bargain collectively with any union representing employees, but should not be responsible for other 13(c) claims against the Authority or the prior contractor. Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union. Would Turlock Transit include a provision in the Agreement that provides that the Authority will be administratively and financially responsible for 13(c) obligations? No.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne York", written over a light gray rectangular background.

Wayne York  
Transportation Engineering Supervisor

	Seniority	FT / PT	Job Title	Pay Rate
Driver 1	11/18/1996	FT	Bus Operator	\$16.49
Driver 2	7/30/2002	FT	Bus Operator	\$16.49
Driver 3	11/4/2014	PT	Bus Operator	\$15.26
Driver 4	2/23/2015	PT	Bus Operator	\$15.26
Driver 5	6/21/2016	FT	Bus Operator	\$14.00
Driver 6	8/8/2016	FT	Bus Operator	\$14.00
Driver 7	11/14/2016	FT	Bus Operator	\$14.00
Driver 8	11/14/2016	FT	Bus Operator	\$14.00
Driver 9	12/13/2016	FT	Bus Operator	\$14.00
Driver 10	1/25/2017	FT	Bus Operator	\$14.00
Driver 11	4/5/2017	FT	Bus Operator	\$14.00
Driver 12	4/12/2017	FT	Bus Operator	\$14.00
Driver 13	5/1/2017	FT	Bus Operator	\$14.00
Driver 14	5/17/2017	FT	Bus Operator	\$14.00
Driver 15	5/5/2017	FT	Bus Operator	\$14.00
Driver 16	6/12/2017	FT	Bus Operator	\$14.00
Road Supervisor	11/14/2016	FT	Road Supervisor	\$17.00
Dispatch 1	6/18/1996	FT	Dispatch	\$16.49
Dispatch 2	8/5/1996	FT	Dispatch	\$16.49
Dispatch 3	12/16/2016	PT	Dispatch	\$15.00

#### **VACATION SCHEDULE**

Hire	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks

## Three Year Accident and Claim History

1. 7/8/15      Location:    Inside City Corporation Yard (Not in Service)  
Description:      No Injuries- The involved party was traveling with its d/s lift down and unlocked, causing it to strike a barrier pole.
2. 9/3/15      Location:    Countryside Dr. / Tuolumne Rd.  
Description:      No Injuries- Bus was S/B Countryside in the left turn lane preparing to make a left turn with another car directly in front of it. The traffic signal was in the permissive "green ball" phase. For unknown reasons the car in front stopped abruptly and the bus made contact at approx. 5 to 10 mph causing minor damage to the bus's bike rack and bumper and the car's bumper and trailer hitch. Car stayed on scene long enough to exchange information but left before police or a supervisor could arrive.
3. 11/5/15      Location:    Fulkerth Rd. / Golden State Blvd.  
Description:      No Injuries- Bus stopped at railroad crossing was hit by car changing lanes at a high rate of speed. Car immediately fled the scene.
4. 8/27/16      Location:    Inside parking lot at 4332 Main St., Denair  
Description:      No injuries- Bus was in the process of driving around a building when it collided with the corner of the building's roof overhang, causing moderate damage to both the roof of the bus and the overhang of the building.
5. 11/17/16      Location:    Olive Ave. / Palm St.  
Description:      No Injuries- Pick-up truck in the #2 lane on Olive turned slightly to the right to avoid colliding with a vehicle in the #1 lane, and collided with the bus that was parked at a bus stop.
6. 2/11/17      Location:    Inside City Corporation Yard (Not in Service)  
Description:      While parked overnight, a spontaneous bus fire destroyed two buses and damaged two other buses.
7. 3/20/17      Location:    Joe Gomes and Sons Fueling Station, 725 N. Tully Rd.  
Description:      Bus stuck a barrier pole while entering the fueling station causing minor damage to the c/s rear panel.