



DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380

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TDD: (800) 735-2929
engineering@turlock.ca.us

Date: 7/21/17

City Project No.: 16-26

Addendum No.: 3

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

- 1. Please provide all Exhibits referenced in the RFP;**
See attached.
- 2. Will the City accept the bond renewable with a continuation certificate on an annual basis?**
Yes.
- 3. Please confirm that a letter from a surety company is only required and the City will not be providing any bond forms;**
Yes.
- 4. What is the turnover rate for drivers over the last 12 months?**
The turnover rate provided by First Transit was for 2015-2017. During that time period 18 drivers were hired and 6 employee are no longer with the company.
- 5. To ensure accurate insurance costing, please provide:**
 - a. Seating capacity for each vehicle type,**
See attached.
- 6. 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?**
See attached.
- 7. 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**
See attached.
- 8. Please provide the Submittal Letter form requested in Tab PS – 1.**
See attached.

9. **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.**
Yes.
10. **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.**
Yes.
11. **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.
12. **What are the revenue hours bidders are required to submit pricing for?**
The City would like to expand on the answer previously provided under this question.

RFP Appendix I (Addendum No. 2), Question 21: The answer to this question is replaced in its entirety to now read as follows:

Fixed-route revenue hours should be based on the stated hours of daily operation, Monday through Friday, 6:00 a.m. to 9:00 p.m., and Saturday, 9:00 a.m. to 7:00 p.m. Special consideration should be provided to Routes 3 & 6, which currently utilize a single bus that alternates between the two routes. The City is strongly considering adding a bus to these routes within the next six months, providing 30-35 service levels across all fixed routes. This addition, if implemented, would have a corresponding increase in revenue hours.

Dial-a-Ride revenue hours should be based on an average of twelve revenue hours per weekday and six revenue hours per Saturday. The Dial-a-Ride revenue hours for June 2017 was 263 hours.

13. **Appendix C Page 112 of RFP. Please provide the current mileage of these vehicles.**
See attached.

In addition to the questions from proposers, upon consultation with the City’s Risk Management Agency, the following changes shall also be made:

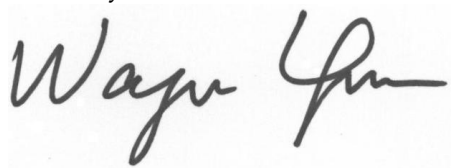
14. **RFP Section 1.5(b) is amended to read as follows (additions shown in bold):**
(b) Contractor Performance Requirements. -- The Contractor shall be required, at all times during the term of this Agreement, to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Contractor’s obligations under this Agreement; to furnish all labor, supervision, and supplies necessary therefore (other than Equipment supplied by City of Turlock as

Appendix F), as required under this Agreement; and to comply with all terms and conditions of this Agreement and the other Agreement Documents. The Contractor shall be responsible for the operation of all Revenue and Non- Revenue Vehicles, plus spare vehicles, and for all other labor, insurance **as required in RFP Section 5.9**, and supplies required to operate services under this Agreement, other than marketing. The Contractor shall conduct all work in the Contractor's own name and as an independent contractor and not in the name of, or as an agent for, City of Turlock.

15. RFP Section 1.10(d) is amended to read as follows (strikeouts shown in bold):

(d) Damage to Real or Personal Property. -- Contractor shall be responsible for the total cost of repairing physical damage caused by Contractor to real or personal property ~~owned or under the control of City of Turlock~~. City of Turlock, at its discretion, may add a fee of up to 10% of the actual cost of repair to cover City of Turlock's handling costs.

Sincerely,

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

Wayne York
Transportation Engineering Supervisor

Exhibit 3

All forms in this section must be returned with proposal.

Proposal Letter

Debarment and Suspension

DBE Status

Lobbying Certification

Authenticity and Non-Collusion Certification

Labor Code Compliance

Certification Regarding Development of Price Proposal and Related Matters

Proposal Letter Form

To: City of Turlock
Attn: Wayne York
Re: City Project No. 16-26
156 S. Broadway, Suite 150
Turlock, CA 95380

City Project No. 16-26

NAME OF PROPOSER

1. The Proposer is a _____ *[identify form of organization, and identify any equity participants in the Proposer if it is a joint venture].*
2. The Proposer has reviewed the RFP, including the Exhibits and Attachments thereto, and all other information made available by the City of Turlock in connection with the Project which is described in the RFP, and offers to carry out the Project in accordance with the RFP (including the Draft Operations Agreement), this Proposal Letter, and its proposal.
3. The Proposer acknowledges and agrees that its proposal constitutes a binding offer to provide the Scope of Services covered by the RFP in accordance with the terms, conditions, and requirements of the RFP, including the Exhibits and Attachments thereto. If selected as the Contractor, the Proposer agrees that it will execute the Agreement and perform all the operations work in accordance with the terms and conditions thereof, and at the price proposed, subject to any exceptions identified in Tab PS-10 of its proposal and agreed to by the City of Turlock.
4. The Proposer further acknowledges and agrees that it has reviewed the Scope of Services covered by the RFP and has determined that it can provide those Services for the prices it has proposed hereto, in full satisfaction of the terms and conditions in the Agreement, and further acknowledges and agrees that it will honor its proposed prices throughout the Contract Term (including option years) and will not seek any price increases except as may be expressly authorized under the Agreement.
5. The Proposer agrees to keep its proposal open for acceptance for one hundred eighty (180) Days after the proposal due date without unilaterally varying or amending its terms and, if the Proposer is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted.
6. The Proposer understands that the City of Turlock is not bound to accept any proposal that they City of Turlock may receive, and that all costs and expenses incurred by us in preparing this proposal and participating in the RFP process will be borne solely by us.
7. The Proposer agrees not to challenge, question or seek to review any decision of the City of Turlock in regard to this proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the Protest Procedures outlined within the RFP.

8. The Proposer acknowledges receipt of the following Addenda (identify by number and date):

No. Date

_____	_____
_____	_____
_____	_____
_____	_____

9. The Proposer acknowledges and agrees that it understands and will comply with all applicable Federal, State, and local requirements.

10. The Proposer acknowledges and agrees that it will comply with the Restrictions on Lobbying provisions of the RFP and understands that impermissible contacts, as described in that Section, shall be the basis for disqualification of the Proposer.

11. The Proposer designates the following individual(s) to act on behalf of and to bind and commit the Proposer, during this procurement process, on all matters relating to the RFP and the Agreement (including the price), and to take all actions necessary to finalize an Agreement with the City of Turlock if the Proposer is selected for Contract Award.

[Name, title, email, telephone]

[Name, title, email, telephone]

Signature block:

[Insert the Proposer's name]

By: [signature of Proposer's executing official]

Print Name:_____

Title:_____

Proposer's business address:

(Street) (Floor or Suite)

(City) (State or Province) (Zip or Postal Code) (Country)

State or County of Incorporation:_____

DEBARMENT and SUSPENSION

1. The Proposer certifies to the best of its knowledge and belief, that it and its principals and any subcontractor with a subcontract with a value of over \$250,000:

- a. Are not presently debarred, suspended, proposed, for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- b. Have not within three-year period preceding this proposal been convicted of or have civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlements, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 1b of this certification; and
- d. Have not within a three year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

2. The Proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs 1(a) through 1(d) above, it will promptly provide that information to the City of Turlock.

3. If the Proposer is unable to certify the statements in paragraphs (1) and (2) above, it shall provide a written explanation to the City of Turlock.

Executed the _____ day of _____ of 2017.

By: _____
Name Title

Authorized Signature

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and

2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

☐ Yes, my firm does qualify as a Disadvantaged Business Enterprise.

☐ No, my firm is not a Disadvantaged Business Enterprise.

If you answered "yes" above, please attach your DBE Certification to this page.

LOBBYING CERTIFICATION

I, _____ hereby certify on behalf of

_____ that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federally assisted contract.

If any funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of any Federal Agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this federally assisted contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1353, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each failure.

Executed the _____ day of _____ of 2017.

By: _____
Name Title

Authorized Signature

AUTHENTICITY AND NON-COLLUSION CERTIFICATION

STATE OF _____

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that ____ is the _____ of and is the _____ of _____, the entity making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal Price or any component of the Proposal Price, of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage with the City of Turlock or against anyone interested in the Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Contract or rejection of all Proposals and cancellation of the RFP.

(Signature)

(Name Printed)

(Title)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2017,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all general partners or joint venturers of the Proposer.]

LABOR CODE COMPLIANCE

NOTE TO PROPOSERS: California Labor Code section 1072(a) requires a bidder for a public transit service contract to declare as part of its bid whether or not it will retain the employees of the prior contractor for a period of not less than 90 days. Check one box below:

☐ I, _____, hereby declare on behalf of [Name of Proposer] that [_____] will retain the employees of the prior contractor for a period of not less than ninety (90) days;

OR

☐ I, _____, hereby declare on behalf of [Name of Proposer] that [_____] does not intend to retain the employees of the prior contractor for a period of not less than ninety (90) days.

Executed the _____ day of _____ of 2017.

By: _____
Name Title

Authorized Signature

**CERTIFICATION REGARDING DEVELOPMENT OF PRICE PROPOSAL AND
SYSTEM OPERATING CHARACTERISTICS**

The Proposer hereby certifies that:

- It understands that the City of Turlock uses estimates related to route distances and deadhead distances. This information has not been validated or verified by the City of Turlock, and the City of Turlock is not responsible for its accuracy or completeness. It is the Proposer's responsibility to determine, at its own risk and in its own discretion, the extent to which it will rely on this information in developing its price proposal.
- It understands that it is solely responsible for measuring and verifying any deadhead, route mileages and times included in its proposal in response to this RFP and/or assumed in developing its price proposal.
- It has independently measured and/or will independently measure deadhead mileages and times and route mileages and times in developing its price proposal.
- It understands that aside from the specified Key Personnel and minimum staffing requirements, the City of Turlock takes no responsibility for the determination and provision of required staff.
- It understands that it is the responsibility of the Contractor to recruit, maintain, and provide a qualified workforce and a full complement of staff throughout the Contract Term.
- It understands that the City of Turlock reserves the right to operate vehicles in its revenue fleet beyond the Federal Transit Administration (FTA) minimum 12-year useful life, and that the City of Turlock makes no commitment regarding the replacement schedule for Revenue Vehicles Vehicles.

Executed the _____ day of _____ of 2017.

By: _____
Name Title

Authorized Signature

TRANSIT FLEET INVENTORY 2016 - 2017 (AS OF JUNE 30, 2017)

	FS	Equipt No.	Description	License No.	VIN No.	Length	Seats	/ W-C	Service	Odometer	Est. Retire	16-17 Miles
	FTA	BLT05-1031	2005 ORION VII CNG	1137042	1VHGF3T2056701805	35'	34	29/2	BLAST	315,733	2018	13,581
1	FTA	TRA05-1032	2005 ORION VII CNG	1137043	1VHGF3T2456701905	35'	34	29/2	FR	302,338	2018	8,526
2	FTA	TRA08-1034	2007 ELDO. AERO ELITE 270 (CHEV)	1308083	1GBG5V1G78F406024	29'	20	2	FR	176,146	2016	14,157
3	FTA	TRA09-1035	2009 GLAVAL UNIVERSAL 450 (FORD)	1333872	1FD4E45S48DB59334	26'	14	2	FR & DAR	115,786	2016	13,727
	FTA	BLT10-1036	2009 ORION VII CNG	1250518	1VHGF3W22A6706638	35'	34	29/2	BLAST	194,882	2021	18,451
	1B	TRA10-1037	2009 ORION VII CNG	1250517	1VHGF3W24A6706639	35'	34	29/2	FR	198,080	2021	16,183
4	1B	TRA15-1038	2015 ARBOC GM 4500 (CHEV)	1472751	1GB6G5BGXF1239978	26'	17	13/3	FR & DAR	41,779	2021	29,033
5	1B	TRA15-1039	2015 ARBOC GM 4500 (CHEV)	1472749	1GB6G5BG8F1240272	26'	17	13/3	FR & DAR	38,951	2021	29,646
6	1B	TRA15-1040	2015 ARBOC GM 4500 (CHEV)	1472750	1GB6G5BG8F1241065	26'	17	13/3	FR & DAR	29,910	2021	15,851
7	1B	TRA15-1041	2015 ARBOC GM 4500 (CHEV)	1472748	1GB6G5BGXF1242315	26'	17	13/3	FR & DAR	33,056	2021	22,248
8	1B	TRA15-1042	2015 ARBOC GM 4500 (CHEV)	1472757	1GB6G5BGXF1243321	26'	17	13/3	FR & DAR	39,615	2021	28,649
	FTA	TRA10-1043	2009 ORION VII CNG (M-99)	1290922	1VHGF3W2296704657	35'	34	29/2	FR	287,480	2021	0
9	FTA	TRA10-1044	2009 ORION VII CNG (M-100)	1290920	1VHGF3W2696704807	35'	34	29/2	FR	290,340	2021	11,213
10	LTF	TRA15-1045	2015 CHAMPION (FORD E-450)	1517187	1FD4E4FS6FDA34615	26'	16	8/3	FR & DAR	15,113	2022	11,800
11	LTF	TRA15-1046	2015 CHAMPION (FORD E-450)	1517186	1FD4E4FS7FDA27611	26'	16	8/3	FR & DAR	14,620	2022	11,383
	LTF	TRA17-1047	2017 FORD VAN (NON-REV ONLY)	1525985	1FMZK1CM8HKA87339	-	10	-	-	1,103	2022	1,103