

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

1. Fleet and Passenger Amenities, pg. 8: What type and capacity are the contractor-provided revenue and non-revenue vehicles in place today, and are these sufficient? If not sufficient, please provide the explanation. Further, does the City have any vehicle specifications that contractors must account for during the new contract term? (Example: age, mileage requirements)

Contractor currently uses cutaway buses as non-revenue vehicles to transport drivers to and from shift changes off site. No buses are utilized for revenue service. This has been sufficient, but consideration for impact on productivity should be considered. Specifications for consideration are located in Exhibit 3: Vehicle Fleet Inventory

2. Additional Client Vehicles, pg. 9/87: "The City anticipates adding two MAX buses to enhance headways and on-time performance on Route 3. The City is also interested in exploring route enhancements and on time performance improvements on an on-going basis which could result in additional expansion of services. The City will also consider any additional technology presented by Contractor that can increase efficiency and accuracy in the current operation." When does the City anticipate adding these vehicles and what type of vehicles will they be?

Buses have not been ordered and as such an exact date cannot be provided. Proposers should assume the buses will not be available until after July 1, 2019 but no later than July 1, 2020. The vehicles will be similar in size and specs to the current 2014 buses in the fleet.

3. Facility Lease, pg. 9/87: Who is responsible for facility maintenance? If a contractor responsibility, please provide a record of historical costs and an equipment list.

City is responsible for facility maintenance. Contractor must maintain professional appearance and is responsible for damages caused by the contractor per any lease agreements.

4. Section IV, Telephone/Information System, pg. 10: What are the costs associated with the 2-way radios that contractors should plan to assume?

2-way radio equipment is provided to the operator by the City as part of the facility lease agreement and includes Motorola base station and a radio on each bus.

5. Operations Facility, pg. 9: Should the incumbent operator not be awarded this contract for the new term, will it continue to be provided with the lease for parking space to use the facility parking area? If so, is there a cost associated with the incumbent contractor's use of this space? Additionally, when does the lease expire?

No, the incumbent's lease will end when the operation's contract ends. The current lease is through December 2018 with a termination clause should the operator no longer hold the Operations Contract.

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

6. Proposed New Operations Facility, pg. 9: Will the awarded contractor be charged rent or utility costs for the current or proposed new operations facility? If so, what are the costs the bidders should account for? Additionally, will the City provide reimbursement for the contractor's moving costs?

Current utility costs, on average are as follows:

Water: Approximately \$60.00/month  
PG&E: Approximately \$280/month (Approx. \$500/mo. during Summer months)  
Janitorial: Approximately \$123/month  
Current facility: Currently \$910/month

Future Madera Transit Center:

Estimated rental costs are \$1.50/sq. ft. with 3,000 sq. ft. of office, training, storage and breakroom space in addition to restrooms. Tenant will also have access to parking lot, and bus wash bay. As the new building has not been constructed, estimated utilities are not available. Proposer should make best estimate based on the building specifications and/or contact with PG&E.

City will not automatically cover costs for moving costs, but will consider reasonable costs proposed. The Contractor will pay for utility costs for the current and new operations facility.

7. Key Personnel/Management, pg. 10: Please confirm that the transit manager must be 100% dedicated to the City's service.

As identified in the RFP Transit Management must be full-time. SCO reporting defines full time as 2000 hours per year. Contractor is expected to provide management coverage during all operating hours.

8. Operations, pg. 10: Will the contractor be responsible for janitorial services at the Intermodal Center? If so, please provide frequency required and scope of work.

City is responsible for janitorial at the Intermodal. Contractor pays a fee for this service that will likely be included as part of the rent payment.

9. RFP page 10: Telephone and Information System: Is a dispatcher on-duty on Saturdays and Sundays?

Yes, dispatch service must be available to receive calls for service on Saturday and Sunday, during regular operating hours.

10. ADA Certification, pg. 10/97: How many certified riders are in the database today and how many applications are typically received monthly/annually? What are the requirements for recertification, if any?

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

Currently 77 in the database. The number of applications received per month varies and at about 5 – 10 per month. Attached is process for ADA Certification to be conducted by Contractor. Recertification is done by completion of a new application.

11.

12. RFP page 11: How many operator training hours are being provided for each service type today?

Currently there are no fixed number of service training hours contracted. Proposers should propose what is necessary to accomplish the work.

13. Section IV, Electronic Data Storage, pg. 15: Please provide the make and model of the camera system currently installed on the fleet. Is wireless download capability in place today?

System is the Explorer MX4 Digital Recording System 4-channel DVR from Seon Design Inc. Wireless download capability is in place.

14. General: Does the fleet currently have DriveCam or other event-triggered recording system? If not, will the City allow contractors to propose implementation of this type of system?

City of Madera provides a SEON 4 camera system. Proposers may propose optional features for consideration.

15. Fare Media, pg. 15: What is the amount of fare media purchased by the contractor on a monthly basis today, and how is the contractor reimbursed for this?

The contractor purchases media as needed on a cash and carry basis when making daily deposits. Approximately \$200 month is purchased.

16. RFP page 16: Does the City provide the contractor with vehicle fluids?

Yes, excluding cleaning materials and wax.

17. Section IV. Fueling, pg. 16/97: Please provide the addresses of all available fuel stations.

1. MUSD CNG Station, 1200 Gill Avenue
2. Tesei Fuel Station (Gas Only and back up for CNG when MUSD not functioning)  
1300 S. Gateway

18. RFP page 17: Please provide copies of the last three months of management reports and invoices from the incumbent contractor for this contract.

See attached.

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

19. Office Facility Lease Agreement, pg. 17: What furniture is provided by the incumbent contractor?

The City provides furniture necessary to perform transit services.

20. Cover Letter, pg. 19: Will the City accept two officer signatures with the cover letter? The Proposer's contact person has the authority to represent the company and its subsidiaries, while the second signatory possesses the authority to bind the company.

Yes.

21. Evaluation Factors, pg. 20: This section requests that proposers "furnish a detailed description of work they have performed or are currently performing for other public transit agencies and transit clients and how they are pertinent to their proposals to provide Agreement Services. The Proposers shall furnish references for each of such clients. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Proposers." Would the City accept a list of current contracts to satisfy this requirement and remove the request for Proposers to furnish references for each client and provide descriptions of the key management personnel involved, technical accomplishments, and the degree of participation? Providing this level of detail for more than 200 current contracts will be difficult. Further, it seems that information requested in items 4 and 5 in the next section Past Performance may accomplish the City's intention.

The request does not ask to list ALL previous work performed, but rather to detail work performed that is pertinent to this proposal. It is the Proposer's discretion how much previous work is listed. List of references on that work is Required. Also, key management personnel involved in that work is essential to note and other details as explained in this section.

22. Marketing Experience, pg. 21: What does the current contractor do to market and promote the City's transit services? Does the City find these tasks beneficial? Is the incumbent's contribution limited to the required 24-hours per year?

Current contractor has posted flyers on the buses as requested, and on one occasion had a driver provide a bus to sit at a festival event for 4 hours. The services have been beneficial and the City would like to expand/continue. Proposer's can propose additional marketing time as an option, and should separate those costs to distinguish what the cost would be for those services.

23. Productivity Commitment, pg. 23: Please provide the current contractor's YTD and Prior Year results for each item.

Prior year not available as this is a new RFP/contract term.

24. RFP page 25: Does 5333(b) of Title 49, regarding Transit Labor Protection (formerly Section 13(c)) apply to this contract? If so, please provide a copy of the letter of

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

certification from the U.S. DOL to FTA applicable to the FTA Recipient's project for which Federal assistance is provided to support work on the underlying contract.

Yes Title 49 applies to this contract. See attached.

25. Fleet Replacement, pg. 40/97: Please provide a revised fleet list that indicates the fleet replacement schedule.

CITY OF MADERA  
Transit Division

DAR							
2/26/2018							
Unit#	Year	Mileage	Make	Model	Fuel Type	Vin#	License #
30	2008	147327	Ford E-450	Starcraft	CNG	1FD4E45S48DA59752	1320440
31	2008	215896	Ford E-450	Starcraft	CNG	1FD4E45S18DB29515	1320443
36	2009	253757	Ford E-450	Starcraft	Gas	1FD4E45S78DB57285	1335651
37	2012	142706	Ford E-450	Elkhart	CNG	1FDFE4FSXCDA32488	1381285
38	2012	145530	Ford E-450	Elkhart	CNG	1FDFE4FS1CDA32489	1406963
39	2012	179054	Ford E-450	Elkhart	Gas	1FDFE4FS3CDA41470	1406962
40	2012	97313	Ford E-450	Elkhart	CNG	1FDFE4FS6CDA41477	1406965
41	2012	108680	Ford E-450	Elkhart	CNG	1FDFE4FS4CDA41476	1406964
42	2013	97639	Ford E-450	Starcraft	CNG	1FDFE4FS8DDA89340	1397484
43	2013	103251	Ford E-450	Starcraft	CNG	1FDFE4FS9DDA89363	1397485
46	2013	91896	Ford E-450	Starcraft	CNG	1FDFE4FSXDDA89341	1397483

Scheduled replacement		
Unit#	Date	Type
30	In progress	26 ft
31	In progress	32 ft
36	In progress	26 ft low floor
37		
38		
39		
40		
41		
42		
43		
46		

MAX							
2/26/2018							
Unit#	Year	Mileage	Make	Model	Fuel Type	Vin#	License #
32	2009	185145	Chevy 5500	Aero-Elite	CNG	1GBG5V1G99F404258	1322258
33	2009	279977	Chevy 5500	Aero-Elite	Gas	1GBG5V1G49F405060	1322259
34	2009	254552	Chevy 5500	Aero-Elite	Gas	1GBG5V1G39F405146	1322260
35	2009	271800	Ford E-450	Starcraft	Gas	1FD4E45S48DB57292	1335650
44	2013	98357	Ford E-450	Starcraft	CNG	1FDFE4FS3DDA89360	1397487
45	2013	95052	Ford E-450	Starcraft	CNG	1FDFE4FS3DDA89357	1397486
New							
New							
New							

Unit#	Date	Type
32	In progress	32 ft CNG
33	In progress	32 ft CNG
34		
35		
44		
45		
New	In progress	32 ft
New	In progress	26 ft low floor
New	In progress	26 ft low floor

26. RFP pages 42 and 69 vs. 90: Please clarify the requirement for exterior washing: is it once or twice weekly? Is this a change from the current contract requirement? Additionally, is there space at any of the City-provided facilities for the contractor to hire a mobile washing company for fleet washing?

City Fleet Maintenance Policy overrules the RFP. Twice a week exterior washing is the requirement. See addendum #2.

27. Attachment A, pg. 46/97: This section requests contractors use a 2% inflation rate annually through the term of the contract, which does not adequately account for the wage rate increases provided in the RFP. For example: Drivers moving along the scale will see on average a 7% increase on 07/01/19, 27% increase on 07/01/20. How does the City request that contractors account for these expected increases? We request that

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

the City allow contractors to accurately price out each year per the provided price pages to ensure that the City gets accurate pricing from bidders.

No, Proposers should take this into account when preparing bid.

28.

29. Attachment A Cost Proposal Form, pg. 46: Would the City please provide an electronic (Excel) version of the price pages?

This has been provided.

Available on the City's Purchasing webpage:  
<https://www.cityofmadera.ca.gov/purchasing/>

and ebids: <https://www.ebidboard.com/public/rfps/index.asp?mbrguid=FC662AE0-844D-4C0B-8E16-0B8E532DBAFE>

30. Term of the Agreement, pg. 59: Please confirm the start date for the contract term is October 1, 2018.

Confirmed.

31. Certification Disadvantaged Business Enterprise/EEO form, pg. 56: What percentage of DBE participation is in place for the contract today? Please provide the contact information for any DBE firms that are participating on this contract so that bidders may include these firms in good faith efforts.

No DBE is in place for current contract. No DBE firms are participating.

32. Ticket Sales, pg. 61/97: What are the expected hours the contractor is responsible for staffing ticket sales? How many staff members are dedicated to this role today?

Ticket sales should be staffed during all operations hours.

33. Fare Collection, pg. 67: What automatic farebox collection system is the City implementing?

Not determined

34. Camera Maintenance, pg. 71/97: Is there a schedule of maintenance required for the on-board surveillance equipment for the new term? Please confirm the entity responsible for the cost of replacements, equipment or parts required to meet this requirement. If a contractor responsibility, please provide a list of any equipment or parts that must be stocked. Please also provide an equipment list detailing age of units, any warranties in place, and any planned replacements

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

All on-board surveillance equipment is owned and maintained by the City. Contractors to operate and manage. Please see Addendum #2.

35. Dispatching Software, pg. 71: Is there a requirement for AVL for the Demand Response system, as Simpli does not provide this?

There is no requirement for AVL for Demand Response or fixed route.

36. Fuel Management Delivery System, pg. 73/97: What system/process is in place today?

The current system is to access Gas at the Tesei Petroleum station and CNG at the Madera Unified School District CNG Fueling Station. Drivers call in to dispatch when they fuel and must call in if MUSD is not operational and they go to the alternative CNG site at Tesei.

37. General: Is there any AVL technology in place for the fixed route service today? Does the City desire to have this in place for the new contract term?

No. AVL is of interest to the City systemwide.

38. General: For each service, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services broken down by weekdays and weekend days. For Fixed Route services, please provide the information by route.

By route not available.

39. General: Please provide a copy of the current pull out and return to yard times for each of the routes and clarify the number of vehicles used in revenue service by day of week and the maximum number of vehicles used at peak service time.

Pull and return should be estimated/scheduled by Proposer based on start time and location of each route per day. Report vehicles used Monday thru Friday.

40. General: The CBA states the company is to provide the same benefit plans that were in place at the time of ratification. Will the Proposer be required to provide comparable plans to the ones employees are currently offered? If so, can the City provide copies of the current plan overviews?

Proposer will be required to follow California Labor laws and FTA requirements related to provisions for employees. A copy of the current benefit plan is not available. Attached is the most recent benefit plan of the current operator available to the City.

41. General: Please provide copies of the last three months of management reports and invoices from the incumbent Contractor for this contract. Further, please provide a copy of the current contract.

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

See attached, which also address question #18

42. General: Consistent with California Labor Code 1072, please provide specific information regarding the current organizational chart or listing of positions, including the 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 specific regarding co-pays, dependent coverage and amount of premium paid by employer.

Attached is list of current positions and hire dates. Estimates of current salaries can be inferred by looking at the salary schedule in Exhibit 11: Labor Agreement

43. General: How many vehicles will be made available to an incoming contractor to perform training during the start-up period?

City owned vehicles are available to the Contractor for training purposes. Use must not interrupt or hinder productivity of service or preventive maintenance schedules.

44.

45. Exhibit 6 Pro Forma Contract: Contractor needs price protection for changes requested by the City or matters that were not contemplated at the time of Contractor's proposal. Would the City consider including a provision that provides for price adjustments "if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions and if the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party"?

City will consider during the contract negotiation phase.

46. Exhibit 6 Pro Forma Contract: Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. Would the City consider including the Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected and include Contractor's vehicle acceptance agreement as an exhibit to the Agreement?

City will consider during the contract negotiation phase.

47. Exhibit 6 Pro Forma Contract: Contractor should not be responsible for existing issues or issues caused by other parties. Would the City consider including a provision to make it clear that Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the Authority's facilities, or caused by any party other than Contractor?

City will consider during the contract negotiation phase.



Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

48. Section VI, Proposal Requirements – Labor Code Compliance: 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 City or the prior contractor. Would the City revise to provide that the City will be administratively and financially responsible for 13(c) obligations and consider the following proposed language? “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.”

City is not inclined to change the provision.

49. Exhibit 6 Pro Forma Contract, Defense and Indemnification, pg. 81: Broad Contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement, except for the sole negligence of City indemnitees. For damages resulting from the joint negligence of Contractor and City indemnitees, damages should be apportioned on a percentage of fault basis. Would the City consider revising the language to limit indemnity to Contractor’s negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any City indemnitees?

City will consider during the contract negotiation phase.

50. Insurance and Indemnification, pg. 12; “The Contractor shall maintain required and appropriate insurance coverage, including documentation of coverage to the City and provide the City with a certificate certifying that the Contractor has liability insurance and comprehensive and collision insurance for each vehicle as required by the City.” Would the city consider amending this requirement to allow for the self-insurance of auto physical damage coverage? This type of coverage is typically self-insured by companies of large size and with financial strength.

From “Insurance and Indemnification: i. Self-insured Retentions: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City’s Risk Manager.”

51. Minimum Scope of Insurance, pg. 13: “Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as: (1) Commercial General Liability (CGL) At least as broad as Insurance Services Office form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, personal & advertising injury, and blanket contractual liability without limitation, with limits no less than \$5,000,000 per occurrence, \$10,000,000 general aggregate.” Would the City please confirm that this limit can be met by a combination of primary and excess liability policies?

Yes, primary and excess may be combined to meet the limits, but endorsements for additional insured status must be on both policies.

Questions  
City of Madera  
Management and Operation of City  
of Madera Transit Division  
RFP #2017 18-10

52. Fidelity Bond, pg. 15: "The Contractor shall obtain and keep in force a blanket fidelity bond providing no less than \$50,000 per occurrence. The Contractor shall provide the City a copy of such bond accompanied by proof of payment for same within thirty (30) days of entering into a contract with the City." Would the City consider amending this section to allow for the requirement to be met through a crime policy? Most companies have crime coverage and requiring a separate bond would be an additional expense that is not required to achieve the coverage.

City will consider, and yes, a crime policy is acceptable

53. RFP page 21, Tab 3 Technical Approach, item (6b): Would the City please clarify if its intention is for bidders to address each item listed in the Scope of Work from Exhibit 6 Pro Forma Contract (36 items) in response to this section? Please provide additional information on how bidders should structure responses to this requirement.

Proposers are expected to submit proposals in accordance to Section VI. Proposal Requirements and Evaluation Factors, of the RFP.