

BOARD OF DIRECTORS MEETING AGENDA

Directors: Dawntè Early (Chair, City of West Sacramento)
Jesse Loren (Vice-Chair, City of Winters)
Lucas Frerichs (Yolo County)
Josh Chapman (City of Davis)
Mayra Vega (City of Woodland)
Kelly Fong Rivas (UC Davis, ex-officio)
Sukhi Johal (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the public who wish to participate remotely may use the zoom link or phone number below.

IN-PERSON INFORMATION

Meeting Date: November 17, 2025

Meeting Time: CLOSED SESSION 5:30 PM

REGULAR AGENDA 6:00 PM

Meeting Place: Yolo Transportation District Board Room
350 Industrial Way
Woodland CA 95776

ZOOM INFORMATION

Link: <https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABYbc3v.1>

Meeting ID: 879 6922 7172

Passcode: 105086

All participants will be entered into the webinar as attendees.

YoloTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YoloTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YoloTD Board reserves the right to continue the meeting without remote access.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled “Public Participation Instructions.”

The Board reserves the right to take action on all agendized items at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YoloTD Board.

Estimated Time		Agenda Item	Information	Action Item
5:30 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
5:30 PM	2.	Closed Session Public Employee Performance Evaluation Pursuant to Government Code Section 54957 Position Title: Executive Director	X	
6:00 PM	3.	Approve Agenda for November 17, 2025 Meeting		X
	4.	Report Back from Closed Session <i>(K.Hood)</i>	X	
6:10 PM	5.	Comments from public regarding matters <u>on the consent calendar</u> , or items <u>NOT on the agenda</u> but within the purview of YoloTD. Please note, the Board is prohibited from discussing items not on the agenda.	X	

CONSENT CALENDAR

6:12 PM	6a.	Approve Board Minutes for Regular Meeting of October 13, 2025 (<i>J. Marte, pp 6-9</i>)		X
	6b.	FY 2025-26 Financial and Internal Controls Update for July – September 2025 (Q1) <i>(L.Ambriz/ C. Fadrigo, pp 10-21)</i>	X	

REGULAR CALENDAR

6:15 PM	7.	Short Range Transit Plan: Woodland Transfer Point, Summary of Phase 2 Outreach and Process/Timeline Update <i>(L.Torney, pp 22-54)</i>		X
6:45 PM	8.	Authorize Staff to Release RFP for Transit Operations Contract <i>(A. Bernstein, pp 55-236)</i>		X
7:15 PM	9.	Administrative Reports (<i>A. Bernstein, p 237</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions. A. Board Members' Verbal Reports B. Executive Director's Verbal Report C. Transdev Report D. Long Range Calendar	X	
7:30 PM	10.	Adjournment		

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be Monday December 8, 2025, at 6:00 pm at Yolo Transportation District, 350 Industrial Way, Woodland CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, November 14, 2025 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

J. Marte

Janeene Marte, Clerk of the Board

Public Participation Instructions

Members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

IN PERSON:

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

ON ZOOM:

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, November 17, 2025, will be provided to the YoloTD Board of Directors in advance.

Americans With Disabilities Act Notice

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the office for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Yolo Transportation District as soon as possible and preferably at least 24 hours prior to the meeting. We may be reached at telephone number (530) 402-2819, via email at custserv@yctd.org or at the following address: 350 Industrial Way, Woodland, CA 95776.

VISION, VALUES AND PRIORITIES



Vision Statement

The vision statement tells us what we intend to become or achieve.

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



Core Values

A core value describes our individual and organizational behaviors and helps us to live out our vision.

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

1. Provide transit service that is faster, more reliable and convenient.
2. Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.



STAFF REPORT

TOPIC

Approve Meeting Minutes for Regular Meeting of October 13, 2025

ITEM NUMBER

6a
Action
November 3,
2025
Board of Directors

PREPARED BY: J.Marte

ATTACHMENTS: 1. Meeting Minutes of October 13, 2025

STAFF RECOMMENDATION(S)

Approve Meeting Minutes for Regular Meeting of October 13, 2025

BACKGROUND

The Yolo Transportation District (YoloTD) Board of Directors holds regular meetings in compliance with the Brown Act and public records laws. Those meetings are recorded in minutes, which are to be retained, in perpetuity, in the YoloTD archives.

The purpose of this item is to approve minutes of the Board of Directors meeting for the historical preservation and posterity of the YoloTD Board of Directors actions for future generations to understand the valuable work considered and accomplished by YoloTD.

FISCAL IMPACT

There are no anticipated financial impacts.

BOARD OF DIRECTORS MEETING MINUTES

October 13, 2025, at 6:00 p.m.
Yolo Transportation District Board Room
350 Industrial Way, Woodland, CA

1. Roll Call - Determination of Quorum

Chair Early called the meeting to order at 6:03 p.m.

Directors Present:

Dawnte Early, Chair, City of West Sacramento
Jesse Loren, Vice-Chair, City of Winters
Lucas Frerichs, County of Yolo
Mayra Vega, City of Woodland
Josh Chapman, City of Davis
Kelly Fong Rivas, UC Davis, ex-officio
Manpreet Ark, Caltrans, ex-officio

Staff Present:

Autumn Bernstein, Executive Director
Daisy Romero, Director of Operations
Daniel Gomez, Information Technology Specialist (Lead)
Kimberly Hood, Legal Counsel

2. Approval of Agenda

Motion: Vice-Chair Loren made a motion to approve the Agenda. Motion was seconded by Director Chapman. The motion was approved by a vote of 5 Yes/0 No.

3. General Public Comments

Chair Early called for general public comment

Michael Barnbaum provided general public comment

Alan Hirsch provided general public comment

4. Consent Calendar

4a. Approve Board Minutes for the Meeting of September 8, 2025

4b. Approve On-Call Consulting RFP for Professional Services Including General Transportation

Motion: Director Frerichs made a motion to approve the Consent Calendar. Motion was seconded by Director Vega. The motion was approved by a vote of 5 yes/0 No.

Regular Calendar

5. Informational Update on Goals, Process and Timeline for New Transit Operations Contract

Executive Director Bernstein introduced Rick Ramacier, a consultant with Capital GCS, who participated virtually and is assisting the District with development of the Request for Proposal (RFP) for the new transit operations contract. Executive Director Bernstein provided an overview of the goals, process, and timeline for the procurement effort. She shared background information on the District's current contract with Transdev, noting that the contract began in 2018 and is set to expire on July 31, 2026. Executive Director Bernstein discussed the objectives and anticipated impacts associated with the upcoming RFP and new contract.

Executive Director Bernstein and Mr. Ramacier responded to inquiries from the Board and received feedback regarding priorities for the new contract. Executive Director Bernstein also responded to questions related to costs.

Chair Early called for public comment

Michael Barnbaum provided comments on the presentation

Alan Hirsch provided comments on the presentation

Seeing no comments, Chair Early closed public comments

6. Information Update on Automatic Passenger Counters Project

Director of Operations Romero introduced Information Technology Specialist (Lead) Daniel Gomez and provided an overview of the Automatic Passenger Counters (APC) Project. Director of Operations Romero explained that the APCs are sensors that detect passenger boarding and alighting for data collection purposes. Director of Operations Romero provided background information on the project timeline, outlined previous issues encountered, and described the efforts made in collaboration with the vendor to address those issues.

IT Specialist (Lead) Gomez presented the current status of the APCs, discussed ongoing challenges, and outlined the next steps being taken to improve APC performance.

Director Romero and IT Specialist Gomez responded to inquiries from the Board regarding project goals and next steps.

Chair Early called for public comment

Seeing no comments, Chair Early closed public comments

7. Administrative Reports

A. Board Members' Verbal Reports

Director Frerichs reported receiving an email from a constituent who is a rider of Route 42B regarding an incident that occurred on that route. He noted that staff have been responsive to the complaint and wanted to bring the matter to the Board's attention

Vice-Chair Loren commented on the District's priorities of reliability and safety, suggesting that considerations for excessive heat and atmospheric river impacts on riders be included in future safety and service planning efforts.

B. Executive Director's Verbal Report

Executive Director Bernstein congratulated IT Specialist (Lead) Daniel Gomez on his recent promotion and Brenda Lomeli on her promotion to Associate Planner. She reported that several Community Advisory Committee (CAC) applications have been received and will be reviewed by the CAC Nominations Committee. Executive Director Bernstein noted that YoloTD presented the Short-Range Transit Plan (SRTP), including the proposed new transfer point, to the Woodland City Council, and that the SRTP will be presented to the West Sacramento City Council on November 5. She also reported that the upcoming CARTA Board meeting will discuss the waterfall of toll revenue.

C. Transdev Report

D. Long Range Calendar

Executive Director Bernstein outlined the Long-Range Calendar

Chair Early called for public comment.

Alan Hirsch provided public comment

Michael Barnbaum provided public comment

Seeing no further comments, Chair Early closed public comments.

9. Adjournment

Chair Early adjourned the meeting at 7:45 p.m.

Respectfully Submitted,

J. Marte
Janeene Marte, Clerk of the Board



STAFF REPORT

TOPIC

FY 2025-26 Financial and Internal Controls Update for July – September 2025 (Q1).

ITEM NUMBER

6b
Information
November 17,
2025
Board of Directors

PREPARED BY: Leticia Ambriz/Chas Fadrigio
ATTACHMENTS: 1. YCTD FY 2025-26 Q1 Budget v Actuals
2. YCTD FY 2025-26 Q1 Capital

STAFF RECOMMENDATION(S)

Receive FY 2025-2026 Quarter 1 (Q1) Budget Status report for Operating and Capital Expenses update through September 30, 2025.

BACKGROUND

The YoloTD Board of Directors approved the fiscal year 2025-2026 Annual Operating and Capital Budget on July 14, 2025. The operating budget totals \$21.55 million, representing a slight increase of 2% compared to the FY 2024-2025 budget. Current service levels are maintained across fixed route, microtransit, and paratransit while incorporating updated cost projections based on actual expenses. Significant increases in the budget included insurance premiums, fuel prices, and the annual contractual escalators with our transit provider, Transdev. Service miles and hours were adjusted slightly downward to reflect actual operating conditions, though no service reductions are planned.

The FY 2025-2026 budget continues to rely on a mix of Local Transportation Funds (LTF) and State Transit Assistance (STA) allocations for services provided to each member jurisdiction, Federal Transit Assistance (FTA) 5307 Urbanized Areas (UZA) and 5311 Rural Area funds, passenger fares, and partner contributions from UC Davis, SacRT, and Cache Creek Casino. Limited State-of-Good Repair and SB 125 Transit Recovery funds are also utilized to help balance near-term operating

needs. Staff is concurrently advancing the Short-Range Transit Plan, which will guide future service, capital replacement, and financial planning for future operating years.

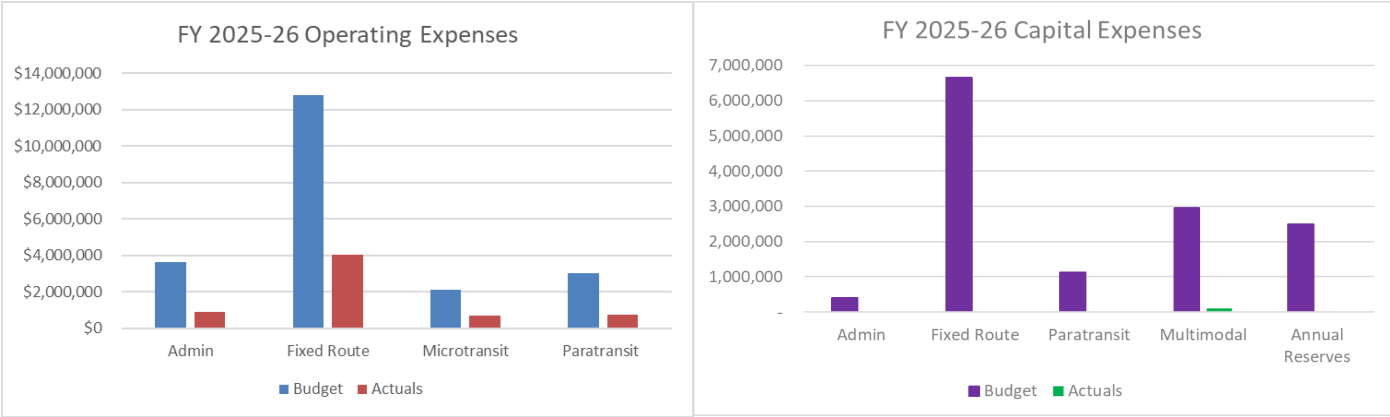
The capital budget of \$16.3 million includes a carry forward of \$9.1 million in projects and annual capital contribution (savings) and adds a total of \$7.1 million to new projects based on immediate operational and infrastructure needs. Several projects remain unfunded, while others were prioritized due to direct impacts on service delivery, particularly the shortage of available buses. In September 2025, the District took delivery of three (3) new CNG buses and is scheduled to purchase six (6) used CNG buses to help stabilize service capacity. However, the District’s fleet remains a significant challenge, with many vehicles operating well past their useful life.

While the operating budget does not include regular fleet replacement, the capital budget outlines estimated annual contributions needed to fund future vehicle replacements and address major maintenance needs. As noted in the budget document, annual contributions for capital needs can only be set aside when there is a fiscal year surplus of unrestricted funds.

DISCUSSION

Operating and Capital Budget

This section summarizes the first quarter’s actual spending relative to the budget. Detailed Budget to Actual reports is included as Attached A (Operating) and Attachment B (Capital Expenses)



Operating Expenses	Capital Expenses
<p>Administration: Reflects savings due to three (3) vacant FTE positions.</p> <p>Fixed Route: On track as budgeted.</p> <p>Microtransit: On track as budgeted.</p> <p>Paratransit: On track as budgeted.</p>	<p>Most of the capital project expenses to date consist of professional consulting associated with the following projects: MM-01 YATC, and MM-06 UC Davis Campus Transportation plan projects. The second will include the expenses for the purchase of three (3) CNG buses.</p>

Internal Controls Update

Staff have prioritized addressing prior-year audit findings by conducting comprehensive policy reviews, analyzing internal procedures, and implementing improvements recommended by our auditors, Richardson & Company LLC. These efforts aim to strengthen the District's internal control environment.

The FY2024-25 financial audit, Single Audit and Transportation Development Act (TDA) audit fieldwork is scheduled to begin in December. In addition, the staff is preparing for the TDA Triennial performance audit also scheduled in December. While we have made significant improvements to our controls, procedures, and monitoring efforts, we continue working to resolve the federal grant and TDA funding overclaims, as reported in the FY2023-24 financial audit findings report.

Corrective Measures and Initiatives to Strengthen Internal Controls:

1. **Policy and Process Review:** The Finance department is actively addressing an internal control issue identified in the 2024 Triennial Review conducted by the Federal Administration (FTA). The review highlighted the need for an update to our financial management policies, specifically related to Cash Management, Payment practices, and Allowable Costs requirements, as outlined in 2 CFR 200. This change also focuses on the corrective actions taken to address findings from the FY2023-24 audit regarding allowable federal expenditures.
2. **Procurement:** Staff have dedicated significant time to strengthening the District's procurement processes. This includes clarifying and distinguishing staff roles within each stage of the procurement workflow and collaborating with a Sedgwick contract consultant to improve contract language, ensuring inclusion of appropriate insurance requirements. This consultant also assists with reviewing the draft Request for Proposal (RFP) as it relates to liability and risk exposure. In addition, purchase order language is in review to confirm alignment with Federal Transit Administration (FTA) and State funding requirements, as well as proper indemnification provisions.

Staff also participated in a three-session training by the Government Finance Officers Association (GFOA) to enhance technical knowledge and compliance awareness. Work continues refining the draft amendment to the District's Procurement Policy to reflect these improvements and best practices.

3. **Internal Workflow:** During 2021 through 2024, the District experienced significant staff and management turnover. In the absence of key roles, documented procedures, and with the implementation of a new financial system, internal workflows were modified to maintain day-to-day operations. Through subsequent internal reviews and auditor recommendations, we identified areas where workflow structure and accountability needed rebuilding. We have

implemented stronger procedures that ensure tasks are routed to the appropriate staff for review and approval, with clear guidance on responsibilities and documents to support each process. The Finance staff promotes an “audit ready” mindset.

4. **Staff Training:** The Finance department’s FY2025-26 workplan emphasizes internal training and succession planning. Staff have completed or are scheduled to attend formal training courses related to asset management, payroll, budget, procurement, and federal grants. The Finance staff have dedicated weekly individual and group training sessions. Staff will continue seeking training opportunities through platforms like GFOA, CSMFO, FTA, and CalTrans.

FISCAL IMPACT

None. The first quarter (Q1) actual revenues and expenses were included and approved as part of the approved in the FY 2025-2026 adopted budget.

Attachment 1

Yolo Transportation District Fiscal Year 2025-2026 Budget to Actual as of September 30, 2025

Administration			
Operating Revenue	Budget	Actuals	%
State Transit Assistance (STA)	\$2,253,143	\$563,286	25%
Local Transportation Funds (LTF)	439,035	109,759	25%
Cache Creek Mitigation	436,475	218,238	50%
Low Carbon/Renewable Energy Credits	120,000	126,240	105%
Net Outside Fuel Sales	150,000	9,920	7%
Interest Revenue	150,000	(13,379)	-
Advertising Revenue	50,000	26,441	53%
State of Good Repair (SGR)	28,000	-	-
Misc Income	-	411	-
Total Administration Operating Revenues	\$3,626,653	\$1,040,915	29%
Operating Expenses			
Regular Employee Salaries	\$2,083,153	\$410,626	20%
Intern/Temp Employee Salaries	100,000	27,333	27%
Overtime	20,000	1,899	9%
Employee Salaries allocated to Projects	(100,000)	-	-
Subtotal Salaries	\$2,103,153	439,858.00	21%
PERS Employer Contribution	244,000	43,164	18%
PERS UAL Payment	208,000	201,745	97%
Health Insurance Employer Contribution	315,000	58,910	19%
Retiree Health Insurance	0	9,715	-
Medicare Contribution	32,000	6,249	20%
Other Employee Benefits	32,178	7,794	24%
Benefits allocated to Projects	(30,000)	-	-
Subtotal Benefits	\$801,178	\$327,578	41%
Technology	53,000	36,727	69%
Marketing & Communications	25,000	3,895	16%
Other Operating Expenses	98,550	46,140	47%
Legal Services	65,000	-	-
Employee Training	15,000	4,648	31%
Utilities	70,000	16,086	23%
Memberships	30,000	18,795	63%
Unitrans Pass-Thru for Uninc Area Service	24,000	-	-
Facilities Maintenance	23,300	11,061	47%
Vehicle Maintenance	14,500	-	-
Furniture and Fixtures	9,800	-	-
Other Professional/Consulting Services	182,972	-	-
Directors Stipends and Expenses	11,200	1,000	9%
Contingencies	100,000	-	-
Subtotal Benefits	\$722,322	138,350	19%
Total Administration Operating Expenses	\$3,626,653	\$905,786	25%

Administration Operating Revenues and Expenses

Revenues:

- Interest for funds held in the County Investment Pool has not been recorded for Q1 pending October 2025 closing reports which contain Q1 interest apportionments.
- STA and LTF funds billed to jurisdictions for July – September 2025 (Q1).
- Net Outside Fuel Sales revenue is through August 2025 due to pending September 2025 third party sales report from Trillium.
- Miscellaneous Income includes fees for replacing Connect Cards and Corpay Mastercard rebates.

Expenses:

- Projected net salary and benefits savings due to three (3) vacant positions: 1) Finance Associate 2) IT Systems Support Specialist and 3) Assistant/Associate Transportation Planner (as of September).

Attachment 1

Yolo Transportation District
Fiscal Year 2025-2026
Budget to Actual as of September 30, 2025

Fixed Route Services			
Operating Revenue	Budget	Actuals	%
State Transit Assistance (STA)	-	-	-
Local Transportation Funds (LTF)	\$5,493,800	\$1,373,450	25%
FTA 5307 ARPA	-	-	-
FTA 5307 CARES	60,000	-	-
FTA 5307 Formula Funds	3,035,912	-	-
FTA 5311 Caltrans 5311 Rural	100,000	-	-
Passenger Fares	1,000,000	395,080	40%
FTA 5307/CMAQ for Route 42 Expansion	-	-	-
FTA/SacRT 5307 Causeway Connection	160,000	-	-
UC Davis Funds for Causeway Connection	325,859	83,755	26%
Cache Creek Mitigation	1,083,749	541,875	50%
STA-SGR State of Good Repair Funds	119,060	-	-
Low Carbon Transportation Operating Program (LCTOP)	-	-	-
SACOG SB125	1,391,000	-	-
Total Fixed Route Operating Revenues	\$ 12,769,380	\$ 2,394,160	19%
Operating Expenses			
Contracted Transportation	\$9,139,117	2,452,988	27%
Fuel	1,185,333	108,527	9%
Insurance	1,244,574	1,037,913	83%
Vehicle Maintenance	100,000	-	-
Technology	226,740	154,078	68%
Utilities	235,000	172,694	73%
Facilities Maintenance	99,060	82,563	83%
Marketing & Communications	28,000	-	-
Electric Vehicle Charging	21,976	4,395	20%
Equipment/Fleet Leases	0	-	-
Other Operating Expenses	140,000	10,265	7%
Other Professional/Consulting Services	249,580	-	-
Contingencies	100,000	-	-
Total Fixed Route Operating Expenses	\$ 12,769,380	\$ 4,023,423	32%

Fixed Route Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through September 2025 but pending Sac RT & HHSA tickets revenue due to pending data from Transdev.
- STA and LTF funds billed to jurisdictions for July – September 2025 (Q1).
- Interest earned in investments held at the County Investment Pool is pending the County's Q1 interest apportionment report.
- SB125 funds will be submitted for Q1 transit operating assistance.

Expenses:

- Contracted Transportation Service reflects expenses through September 2025.
- Costs for Compressed Natural Gas (CNG) reflected expenses through August 2025

Attachment 1

**Yolo Transportation District
Fiscal Year 2025-2026
Budget to Actual as of September 30, 2025**

Microtransit (Beeline) Services			
Operating Revenue	Budget	Actuals	%
State Transit Assistance (STA)	-	-	-
Local Transportation Funds (LTF)	\$388,946	\$97,237	25%
FTA 5307 Formula Funds	1,056,211	-	-
FTA 5307 CARES	-	-	-
FTA/Caltrans 5311 Rural Formula Funds	-	-	-
STA-SGR State of Good Repair Funds	10,000	-	-
Passenger Fares	75,000	19,862	26%
SACOG SB125	600,000	-	-
Total Microtransit Operating Revenues	\$2,130,157	\$117,098	5%
Operating Expenses			
Contracted Transportation - Woodland	\$951,073	\$223,556	24%
Contracted Transportation - Winters	332,053	88,876	27%
Contracted Transportation - Knights Landing	199,782	49,008	25%
Technology	30,000	-	-
Insurance	368,906	308,787	84%
Fuel	165,996	32,439	20%
Vehicle Maintenance	20,000	24,057	120%
Facilities Maintenance	-	-	-
Communications & Marketing	10,000	-	-
Other Professional/Consulting Services	32,347	-	-
Other Operating Expenses	10,000	-	-
Contingencies	10,000	-	-
Total Microtransit Operating Expenses	\$2,130,157	726,723	34%

Microtransit (Beeline) Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through September 2025.
- STA and LTF funds billed to jurisdictions for July – September 2025 (Q1).
- SB125 funds will be submitted for Q1 transit operating assistance.

Expenses:

- Contracted Transportation Service reflects expenses through September 2025.
- Costs for Compressed Natural Gas (CNG) and Diesel fuel have gradually increased compared to last year.

Attachment 1

Yolo Transportation District
Fiscal Year 2025-2026
Budget to Actual as of September 30, 2025

Paratransit Services			
Operating Revenue	Budget	Actuals	%
State Transit Assistance (STA)	-	-	-
Local Transportation Funds (LTF)	\$1,104,125	\$276,031	25%
FTA 5307 Formula Funds	842,693	-	-
FTA 5311 Rural Area	20,000	-	-
STA-SGR State of Good Repair Funds	10,000	-	-
Passenger Fares	268,000	35,291	13%
Cache Creek Mitigation	80,000	-	-
SACOG SB125	700,000	-	-
Other Misc Revenue	-	-	-
Total Paratransit Operating Revenues	\$3,024,818 #	311,323	10%
Operating Expenses			
Contracted Transportation	\$2,388,497	\$434,279	18%
Fuel	238,489	27,161	11%
Insurance	322,732	269,987	84%
Vehicle Maintenance	7,500	-	-
Facilities Maintenance	10,000	-	-
Technology	16,000	-	-
Marketing & Communications	10,000	-	-
Capital Expenses	-	-	-
Other Operating expenses	-	407	-
Other Professional/Consulting Services	21,600	-	-
Contingencies	10,000	-	-
Total Paratransit Operating Expenses	\$3,024,818	731,834	24%

Paratransit Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through September 2025.
- STA and LTF funds billed to jurisdictions for July – September 2025 (Q1).
- SB125 funds will be submitted for Q1 transit operating assistance.

Expenses:

- Contracted Transportation Service reflects expenses through September 2025.
- Costs for Compressed Natural Gas (CNG) and Diesel fuel have gradually started to increase compared to last year.

Attachment 2
Yolo Transportation District
Fiscal Year 2025-2026
Budget to Actuals as of September 30, 2025
Capital and Planning Projects

Project #	Type	Multi-year Capital and Planning Projects	FY 24-25 Carryforward	FY 25-26 Budget	Total Budget	FY 25-26 Actuals	Actual as a % of Total
AD-01	Capital	Facility Security, Badge Reader Replacement/Expansion	-	70,000	70,000	-	-
AD-03	Capital	Surveillance camera System Upgrade	-	290,000	290,000	-	-
FR-03	Planning	Fixed Route Planning Efforts	610,168	(260,000)	350,168	-	-
FR-05	Capital	Automatic Passenger Counters (APCs)	69,349	-	69,349	-	-
FR-09	Capital	Bus Washer/Water Recycler Replacement	673,581	-	673,581	-	-
FR-10	Capital	Two Replacement 40' CNG Buses	1,600,000	893,000	2,493,000	-	-
FR-11	Planning	Downtown Woodland Transit Center	498,647	-	498,647	-	-
FR-12	Capital	Fixed Route Bus Battery Replacement	124,000	124,000	248,000	-	-
FR-13	Capital	Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland)	400,000	(400,000)	-	-	-
FR-14	Capital	Maintenance Shop Roll-Up Doors Replacement	-	100,000	100,000	-	-
FR-15	Capital	Fixed Route Bus Replacement Used/Retrofit: CNG	-	1,950,000	1,950,000	-	-
FR-16	Capital	Fixed Route Bus Replacement: Electric Bus Purchase	-	268,062	268,062	-	-
FR-99	Capital	Engine/Transmission Rebuilds	-	-	-	-	-
MM-01	Planning	Yolo Active Transportation Corridors	640,293	200,000	840,293	15,111	2%
MM-02	Planning	80 Managed Lanes Advisory, Planning, Legal & Technical Services	250,000	(250,000)	-	-	-
MM-03	Planning	Tolling Authority	1,113,929	-	1,113,929	-	-
MM-04	Planning	Countywide Travel Behavior Survey	100,000	100,000	200,000	-	-
MM-05	Capital	Major Fleet Maintenance	210,000	215,000	425,000	-	-
MM-06	Planning	UC Davis Campus Transportation Plan	385,267	-	385,267	95,866	25%
PT-1	Capital	Paratransit Vehicle Replacements (2)	360,000	770,000	1,130,000	-	-
YT-01	Reserves	Electric Buses- Multi-year Reserve for Future Purchase (Previously FR-1)	1,820,463	489,000	2,309,463	-	-
YT-02	Reserves	Annual Reserves Contribution ZEB Infrastructure Repair &	25,000	25,700	50,700	-	-
YT-03	Reserves	Annual Reserves Contribution Admin Vehicle Replacement	-	55,000	55,000	-	-
YT-04	Reserves	Annual Reserves Contribution Computers, Servers, and software	-	23,000	23,000	-	-
YT-05	Reserves	Annual Reserves Contribution Facility Paving & Surface maintenance (Woodland)	-	11,000	11,000	-	-
YT-06	Reserves	Annual Reserves Contribution Bus Stop/ADA Improvements	-	50,000	50,000	-	-
Total, Capital and Planning Project Budget			\$ 8,880,697	\$ 4,363,762	\$ 13,244,459	\$ 110,977	1%

Attachment 2

Project #	Type	Multiyear Capital and Planning Projects	Phase	Status
AD-01	Capital	Facility Security, Badge Reader Replacement/Expansion	On Hold	Project scope of work in progress. RFP will be issued in January 2026.
AD-02	Capital	LED Light Fixture and Bulb Replacement Compliance	Complete	Project is complete. Lights were purchased and installed on facility during FY 24-25 Q2 and Q3.
AD-03	Capital	Surveillance camera System Upgrade	On Hold	Project scope of work in progress. RFP will be issued in January 2026.
FR-03	Planning	Fixed Route Planning Efforts	In Progress	This project was established to update routing and schedules based on relocation of the Woodland Transit Center. Project is on hold pending a decision on the location of the new Transit Center.
FR-05	Capital	Automatic Passenger Counters (APCs)	In Progress	<p>In November 2024, the Board approved the Tripspark contract that included the APC's, GFI system upgrade and new headsigns on all FR vehicles. Contract total is \$385,000 and may result in savings of \$35,000.</p> <p>The APC's are installed. Diagnostic work continues troubleshooting the hardware and software issues for the APC's that currently read passengers at a 60% accuracy. Goal is to reach 95% accuracy by December 2025 to extrapolate accurate date.</p>
FR-09	Capital	Bus Washer/Water Recycler Replacement	On Hold	<p>In June 2022, the Board approved within FY 22-23 Budget. The current bus washer is out of service.</p> <p>Staff obtained three quotes and plans to submit an RFP at the end of March 2024 for vendors to bid on construction of a new bus washer. Project is currently on hold. No further updates at this time.</p>
FR-10	Capital	Two Replacement 40' CNG Buses	Complete	Project is complete. In September 2025, Gillig, delivered of three (3) CNG buses. YoloTD will claim \$1.4M in State-of-Good Repair funding and \$1.2M in FTA 5307 UZA funding for the purchase of these buses. Buses are estimated to be in service no later than December 2025.
FR-11	Planning	Downtown Woodland Transit Center	In Progress	In September 2025, the Woodland City Council supported the proposed alternative location on Main Street between 5th and 6th Streets. YoloTD and the City submitted a \$1.5 million application to SACOG's Mobility Zones funding program to help fund targeted capital improvements and for the City to lead an East Downtown Gateway Visioning Process. Funding decision should be known in first half of calendar year 2026. YoloTD staff have directed consultants to proceed to 30% design.
FR-12	Capital	Fixed Route Bus Battery Replacement	In Progress	Staff obtained quotes for two-battery electric buses. The goal is to request the Board's approval in July 2025 to procure the buses. Quotes per bus is approximately \$1,387,196 each.
FR-13	Capital	Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland)	In Progress	Consultants completed a stress test analysis and overall fleet energy needs. Staff will task an on-call consultant to initiate planning and design once selected and contracted.
FR-14	Capital	Maintenance Shop Roll-Up Doors Replacement	In Progress	Contract is in draft pending review. Work to begin in December 2025.

Capital and Planning Projects – Continued:

Attachment 2

FR-15	Capital	Fixed Route Bus Replacement Used/Retrofit: CNG	Complete	YoloTD procured six (6) used CNG buses at \$150K each from L.A. Charter. Expected delivery is January 2026. The cost of outfitting each bus, including communication, technology, and painting are estimated at \$40K-50K per bus.
FR-16	Capital	Fixed Route Bus Replacement: Electric Bus Purchase	In Progress	In September 2025, YoloTD and Gillig agreed to move forward with the procurement of electric buses to occur in January 2026. Once the procurement process is complete, the estimated build time is two years.
FR-99	Capital	Engine/Transmission Rebuilds	In Progress	On-going. Fixed Route bus engine rebuilds and transmission replacements are scheduled based on immediate need and when funds are available.
MM-01	Planning	Yolo Active Transportation Corridors	In Progress	Phase 1 and 2 Outreach are complete. At May 2025 meeting, Board supported two priority segments to advance to design : 1) Madison-Esparto 2) Woodland-Davis. Staff will bring to Board in summer 2025 for design authorization expenditure after input from Yolo County Board of Supervisors. The YATC Plan document should be complete in late 2025. Design for two segments approved by the Board in May 2025 should be complete in late 2026. YATC plan is 80% complete and will come to the Board for approval in early 2026. Design has begun on Madison-Esparto and Woodland-Davis segments.
MM-02	Planning	80 Managed Lanes Advisory, Legal & Technical Services	Complete	This project is complete. All current tasks have shifted to MM-03.
MM-03	Planning	Tolling Advance Planning	In Progress	1) Traffic and Revenue Study is 90% complete, 2) Roadside Toll System Integration RFP is 90% complete, 3) Community Engagement is ongoing, 4) TDM Organizational Study is 60% complete, 5) Corridor-Level Equity Analysis & Plan is 60% complete.
MM-04	Planning	Countywide Travel Behavior Survey	On Hold	Project is unfunded. Staff intend to apply for Caltrans Sustainable Transportation Planning grant program.
MM-05	Planning	Major Fleet Maintenance	In Progress	An assessment of fleet conditions and prioritization is currently underway.
MM-06	Planning	UC Davis Campus Transportation Plan	In Progress	YoloTD passes through to UC Davis funding from a Caltrans Transportation Planning grant. Project is in Phase II of outreach, sharing what they heard from Phase I and also developing recommendations. UC Davis intends to install a temporary traffic circle one one location on campus and film for several days before and after to see how travel patterns change. This project is approximately 70% complete.
PT-01	Capital	Paratransit Vehicle Replacements (2)	In Progress	Staff obtained quotes for approximately \$159K per for paratransit vehicles.
YT- 01	Reserves	Electric Buses- Multi-year Reserve for Future Purchase (Previously FR-1)	Pending	Annual Reserves are funded as funds become available.
YT- 02	Reserves	Annual Reserves Contribution ZEB Infrastructure Repair & Maintenance	Pending	Annual Reserves are funded as funds become available.
YT- 03	Reserves	Annual Reserves Contribution Admin Vehicle Replacement	Pending	Annual Reserves are funded as funds become available.
YT- 04	Reserves	Annual Reserves Contribution Computers, Servers, and Software	Pending	Annual Reserves are funded as funds become available.
YT- 05	Reserves	Annual Reserves Contribution Facility Paving & Surface maintenance (Woodland)	Pending	Annual Reserves are funded as funds become available.
YT- 06	Reserves	Annual Reserves Contribution Bus Stop/ADA Improvement	Pending	Annual Reserves are funded as funds become available.



STAFF REPORT

TOPIC

Short-Range Transit Plan: Woodland Transfer Point, Summary of Phase 2 Outreach, and Process/Timeline Update

ITEM NUMBER

7
Action
Nov. 17, 2025
Board of Directors

PREPARED BY: Lola Torney, Senior Planner
ATTACHMENTS: A. Full SRTP Survey Results

STAFF RECOMMENDATION(S)

1. Receive an update on the Short-Range Transit Plan (SRTP) Phase II outreach and the next steps in the process for implementation
2. Approve relocating the Woodland Transit Center at the County Fair Mall to a Transfer Point on Main Street between Fifth and Sixth Streets

BACKGROUND

SRTP

An SRTP is a comprehensive document that outlines an agency's strategies, goals, and projects for a horizon typically ranging from five to seven years (this project assumes 2025-2031). It provides a detailed roadmap for the agency's operations, investments, and service improvements within this defined timeframe. The SRTP is a living document, subject to periodic updates and revisions to ensure its relevance in a dynamic transit landscape.

In April 2024, Transportation Management and Design, Inc. (TMD) was selected as the prime consultant for the SRTP. The service plan recommendations will examine options to enhance ridership, optimize service efficiency and align with contemporary travel patterns. The financial plan's inclusion of multiple scenarios (e.g. "Contraction," "Base Case," and "Aspirational" scenarios) will allow YoloTD to adapt to different economic realities within the plan's time horizon.

Process to Date and Prior CAC/Board Feedback

This section recaps SRTP major milestones and CAC/Board discussions to date.

RFP Input

On January 22, 2024, the YoloTD Board provided feedback on and approved staff's proposed approach to the YoloTD 2024-31 SRTP and published a request for proposals (RFP) for consulting services. Board comments included exploring additional funding opportunities to promote expanded service, identifying bus rapid transit corridors to implement bus rapid transit service, and identifying three funding scenarios that could be implemented based on different market trends.

On January 30, 2024 the CAC also provided feedback on the SRTP RFP. CAC comments included ensuring more than one financial scenario, coordinating with the City of Davis on their SRTP, providing transit-supportive infrastructure and bus stop amenities, and ensuring paratransit, microtransit, and fixed route services are coordinated in rural areas.

Transit 101 Presentation

On January 6, 2025, YoloTD staff gave a presentation to the CAC on Transit 101 fundamentals to establish a baseline understanding for the Board of how transit service planning works and the tradeoffs associated with offering transit services in a community. The presentation was generic and not Yolo County-specific but did include Yolo County examples. At this meeting Committee members received complimentary copies of Human Transit by transit planning expert Jarrett Walker. Comments focused on encouraging a commitment to increased funding, for local agencies like West Sacramento to continue with transit-supportive development, and interagency partnerships.

On January 13, 2025 the same presentation was given to the YoloTD Board. Most Board questions centered around tradeoffs between microtransit vs fixed-route services and about how land uses may impact the efficacy of service in a given area. Board members also received copies of Human Transit.

Existing Conditions and Draft Goals, Objectives, and Performance Measures

On April 14, 2025, YoloTD and TMD staff gave a presentation sharing results from the outreach survey and market analysis completed in summer 2024 along with draft goals and objectives for the SRTP. Most of the feedback received was about how some of the existing conditions presented may have changed since they were conducted.

Draft Recommendations

On July 14, 2025, YoloTD and TMD gave a presentation to the YoloTD Board and on November 3, 2025, YoloTD gave a presentation on the draft recommendations and next steps for community outreach that occurred in fall 2025. The presentation for the draft

recommendations was scheduled for a summer meeting date, but due to lack of quorum, the presentation was moved to November. The CAC voted to recommend the Board approve the recommendations for the “base case” scenario. CAC members showed support for the “hybrid” option for transit service for Winters, meaning to both have one BeeLine vehicle and to restore Route 220 on a less-frequent basis (four round trips per day). The CAC also commented on lack of service in the Springlake neighborhood of Woodland, requesting that it be included in the “aspirational” funding scenario. CAC members supported the proposed route changes in downtown Sacramento and to the Railyards area, noting that the future Kaiser hospital in that neighborhood will become a major destination.

DISCUSSION

SRTP

SRTP Phase II Outreach Summary

YoloTD hosted an online survey that was open from September 15 to October 29, 2025 to solicit feedback from the community about proposed route changes. Two hundred and thirty-nine people responded to the survey. The survey was structured to allow respondents to only provide feedback on the communities or routes that would impact them along with some optional demographic questions.

To help promote the survey, information and the link to the website was shared on social media and with agency partners including city managers and public information officers. Additionally, YoloTD attended four community events in each of the four member agencies. They were:

- Davis Farmer's Market: Saturday September 20, 2025 @ Central Park, 301 C St., Davis, CA 95616
- Woodland Farmer's Market: Saturday September 27, 2025 @ 250 1st St, Woodland, CA 95695
- Yolo County Food Bank Food Distribution Event: Saturday October 4, 2025 @ 1271 West Capitol Avenue, West Sacramento, CA, 95691
- Winters Farmer's Market: Sunday October 5, 2025 @ 1 Main St, Winters, CA 95694

Additionally, YoloTD staff conducted on-the-bus outreach on Routes 40 and 41 to answer questions and promote the online survey to riders who could be impacted by future route changes.

YoloTD held a raffle for a \$50 gift card to survey respondents if they provided their contact information.

Across the four tabling events, participants shared constructive feedback focused on improving reliability, coverage, and convenience of local and intercity transit services.

- **Service Frequency and Reliability**

Many riders emphasized the need for more frequent service and shorter wait times, especially for work commutes and evening travel. Reliability was a common concern, with several noting that late or inconsistent buses make it difficult to plan trips.

- **Coverage and Access**

Participants expressed a strong interest in expanding routes to better serve new residential areas, major destinations such as shopping centers, public offices, and the airport. Some mentioned that current routes or microtransit zones do not reach their neighborhoods, and that certain listed stops are not always being serviced.

- **Intercity Connections**

There was significant interest in improving regional connections between Davis, Woodland, West Sacramento, and Sacramento, particularly direct service to Sacramento International Airport without lengthy transfers or layovers.

- **Amenities and Rider Experience**

Several participants suggested practical improvements such as installing bus shelters, publishing paper schedules and maps, and equipping more buses with charging ports. Riders also appreciated staff engagement at events and expressed general support for the proposed route and frequency changes.

Community members were broadly supportive of proposed improvements that make transit more frequent, reliable, and accessible. Feedback reflected optimism about the direction of the changes and a desire for continued communication as updates are implemented. The pictures below show the team interacting with the public at each event.



Figure 1: Tabling at the Davis Farmers Market



Figure 2: Tabling at the Woodland Farmers Market



Figure 3: Tabling at the Yolo Food Bank Distribution Event



Figure 4: Tabling at the Winters Farmers Market

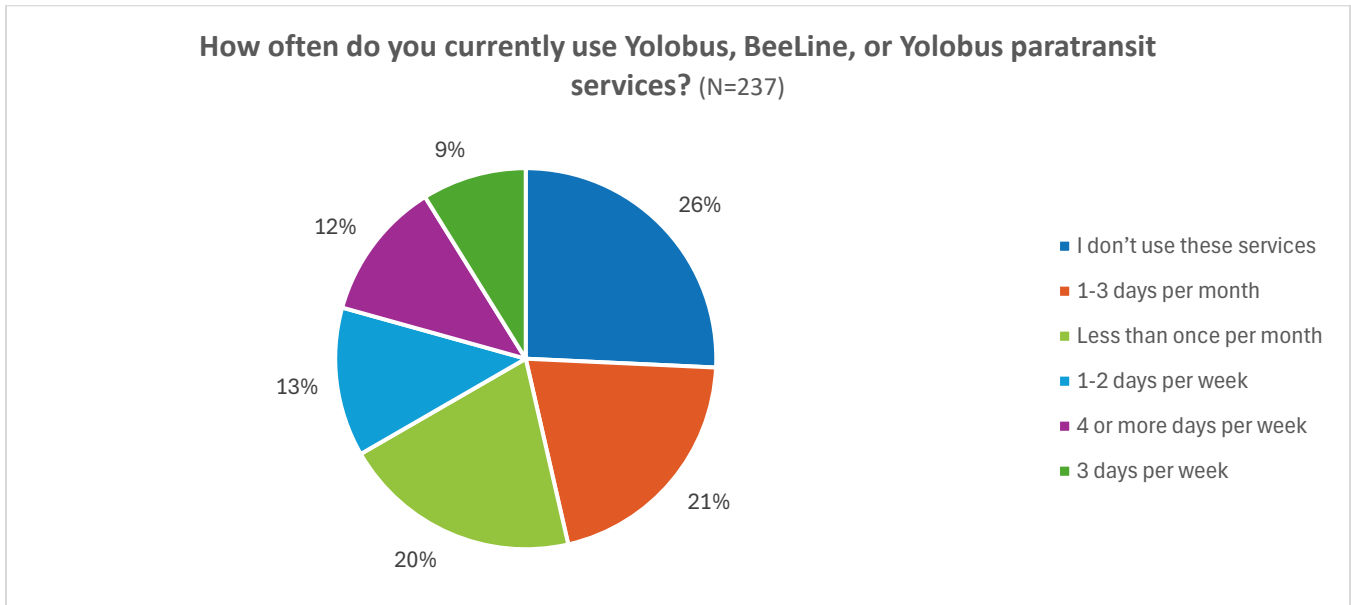
S RTP Survey Results

Provided below are all the questions asked as well as one summary graph for each section of the online survey. Attachment A shows all responses to all survey questions along with any qualitative comments provided.

General and Demographic Questions

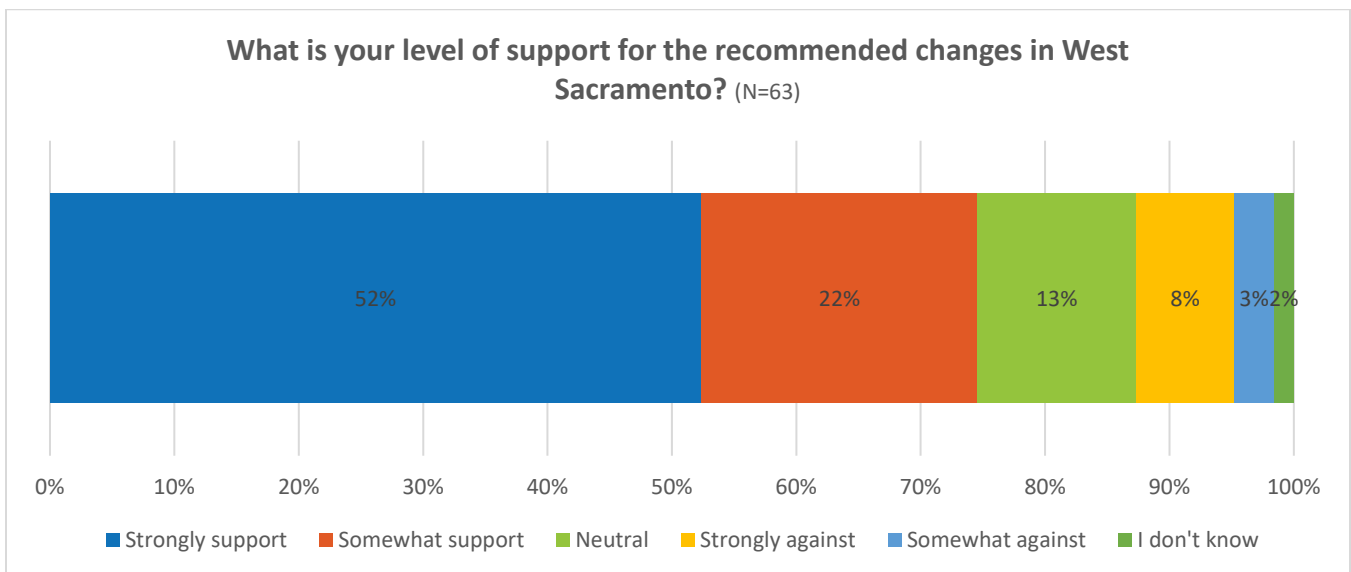
- How often do you currently use YoloBus, BeeLine, or YoloBus paratransit services?
- Where do you live?
- What is your age group?

- Do you have access to a car?
- Do you have a disability that limits your ability to ride regular YoloBus routes?
- What is your primary language?



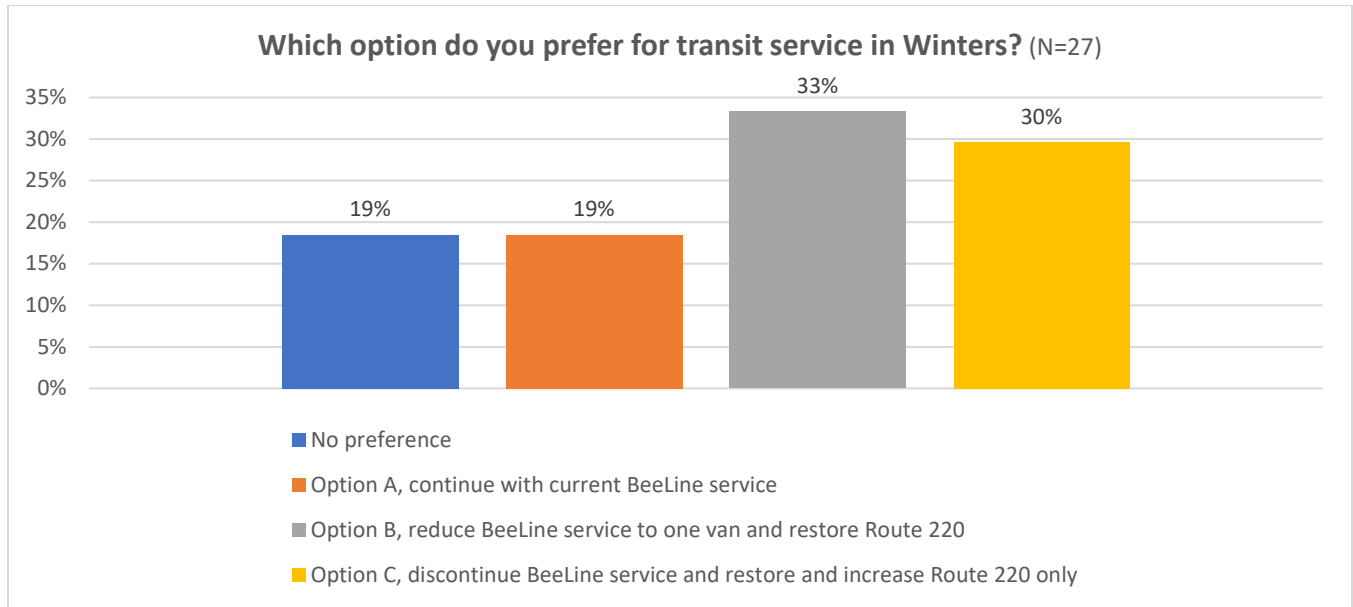
West Sacramento Questions

- Does this proposal change how you reach your regular destinations in West Sacramento?
- What is your level of support for the recommended changes in West Sacramento?



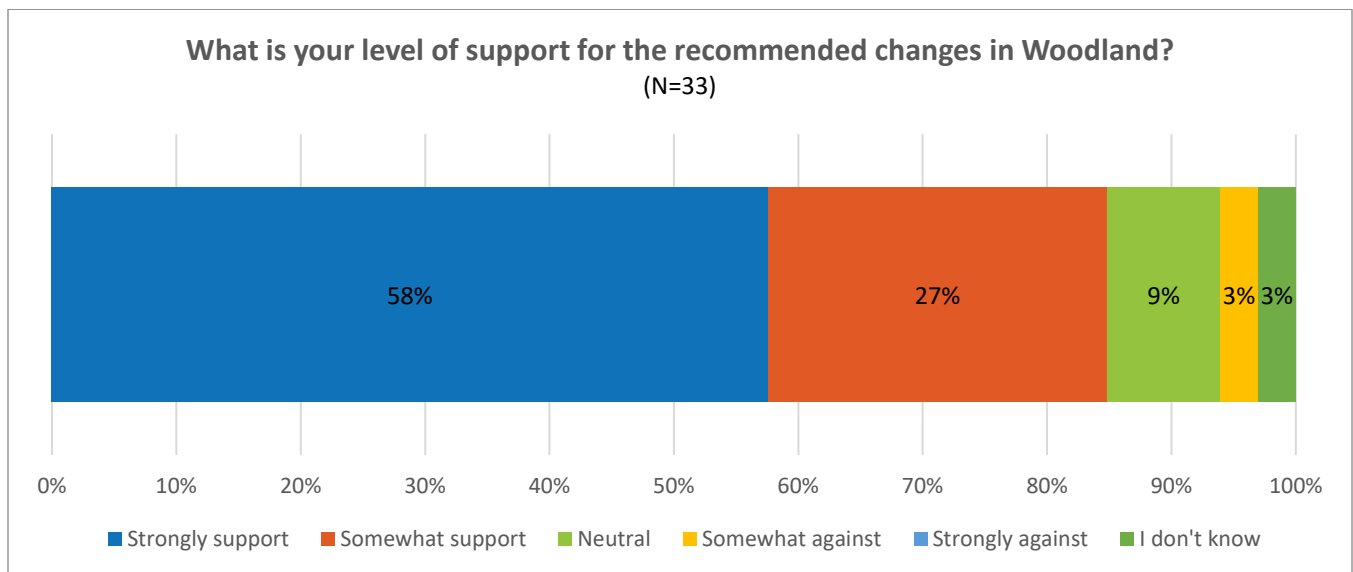
Winters Questions

- What is your level of support for each option for recommended changes in Winters?
- How does each option change how you reach your regular destination?
- Which option do you prefer for transit service in Winters?



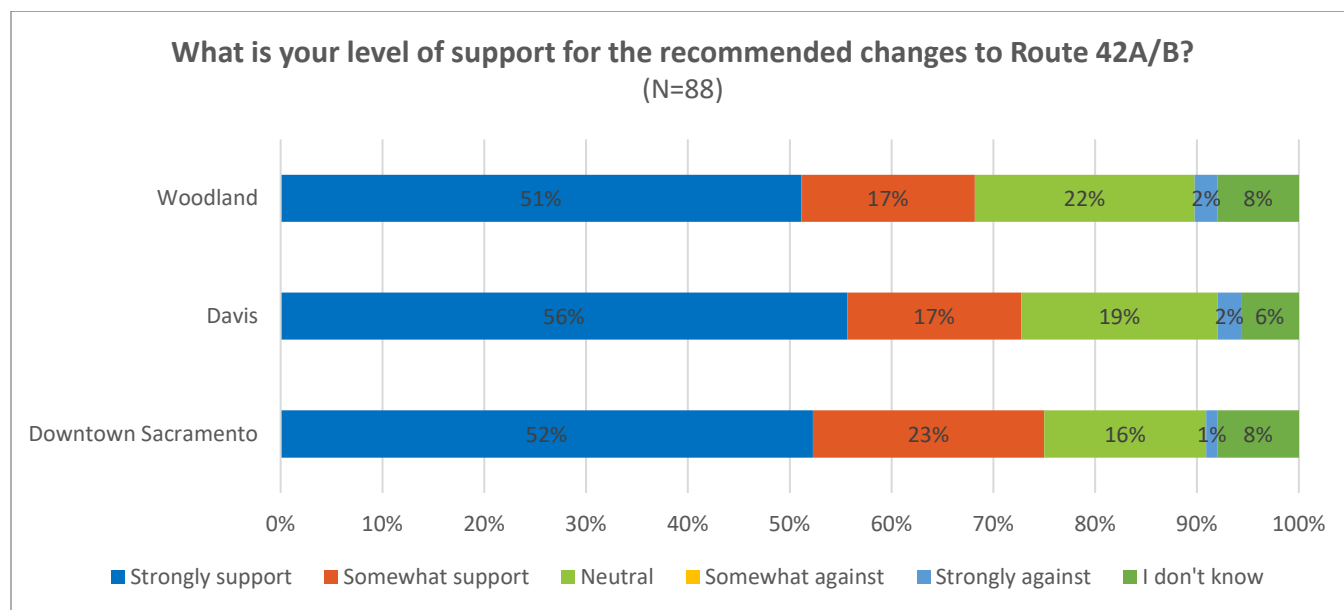
Woodland Questions

- What is your level of support for the recommended changes in Woodland?
- Does this proposal change how you reach your regular destinations in Woodland?



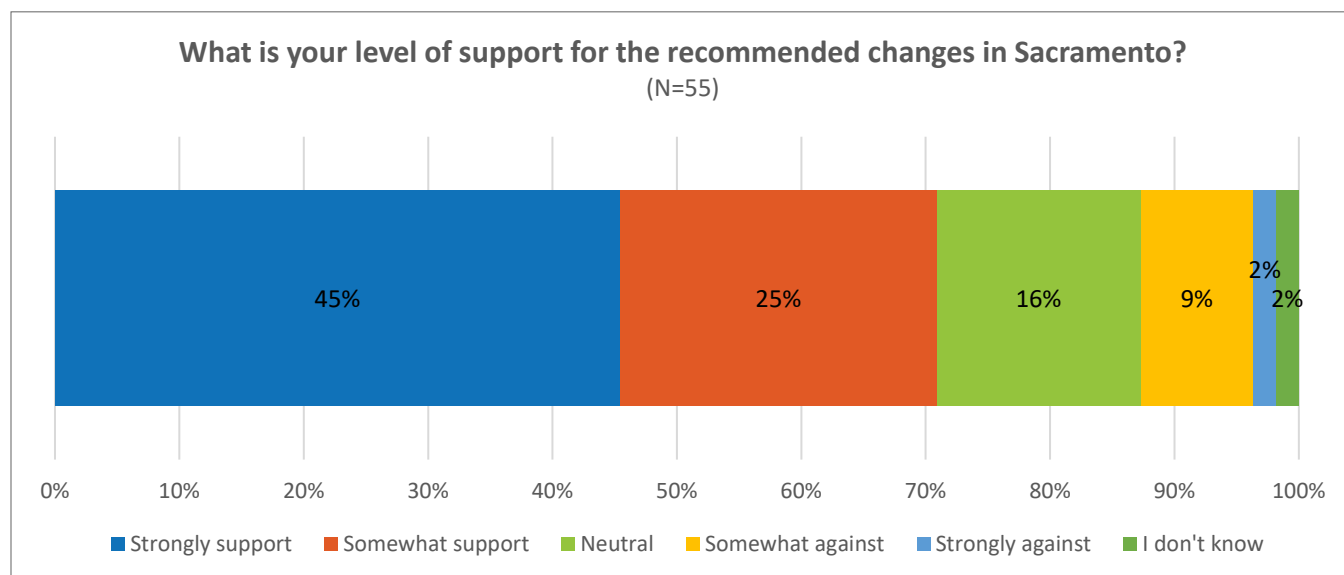
Route 42 Questions

- What is your level of support for the recommended changes to Route 42A/B in Woodland?
- What is your level of support for the recommended changes to Route 42A/B in Davis?
- What is your level of support for the recommended changes to Route 42A/B in Downtown Sacramento?
- Does this proposal change how you reach your regular destinations?



Downtown Sacramento Questions

- What is your level of support for the recommended changes in Sacramento?



Woodland Transfer Point Recommendation

Over the past several years YoloTD and the City of Woodland have coordinated closely on relocating the bus transfer point from the existing County Fair Mall to a location in or proximate to the downtown, a longstanding YoloTD objective and consistent with the City's General Plan policy.

September 8, 2025 YoloTD Board Feedback

An update was provided to the YoloTD Board on September 8 focusing on a location on Main Street between Fifth and Sixth Streets which was mutually supported by staff from both City of Woodland and YoloTD. Action on this item was intentionally deferred to ensure Woodland City Council was supportive of the proposal. However, the YoloTD Board expressed support for this location and overall excitement about establishing a transfer point at the Main Street location.

September 15, 2025 Woodland City Council

An SRTP and Woodland Transfer Point update was brought to the Woodland City Council on September 15, 2025. The City Council supported the draft SRTP recommendations for community outreach purposes and supported the proposed Woodland Transfer Point location on Main Street between Fifth and Sixth Streets.

SACOG Mobility Zones Funding Application

Since the last Board update on this item in September 2025, YoloTD and City of Woodland convened to discuss potential site and safety improvements at the Main Street location. A list of improvements was identified and YoloTD partnered with the City of Woodland to submit a capital funding application to the Sacramento Area Council of Governments (SACOG) Mobility Zones funding program.

November 3, 2025 CAC

YoloTD gave a presentation to the CAC on November 3, 2025 on the status of the Woodland Transfer Point. The CAC voted to approve the recommendation by staff to make this change consistent with SRTP implementation.

The Short-Range Transit Plan service recommendations in Woodland are progressing with the assumption of the Woodland Transfer Point relocation to the Main Street location. The staff recommendation for the YoloTD Board to approve the relocation will formalize the decision while providing certainty for Woodland SRTP service recommendations as the project continues toward implementation planning.

Process Next Steps

The following list outlines the remaining tasks for the SRTP:

- Board of Directors adopts SRTP funding scenarios

- Develop Implementation Plan
 - Identify locations for new bus stops and work with local jurisdictions to identify funding and install new stops
 - Develop route schedules
 - Develop bus stop standards and guidelines
 - Develop key performance indicators for routes
 - Identify new location for Route 42 start and end point
 - Update fare policy
 - Develop Capital Plan for transition to zero emission buses (ZEB)
- Develop new bus stop signs and route maps
- Develop Outreach Plan
- Rollout SRTP

Other YoloTD efforts impact the implementation of the SRTP. The Request for Proposals for a new transit operations contract will be released in November 2025 with proposals due in February 2026. As proposals for the transit service operations contract are received, YoloTD staff and the Board will better understand operational costs to provide public transportation services. Upon direction from the Board and the Executive Director, YoloTD staff and TMD will develop an implementation plan for the appropriate funding scenario. The graphic below shows the high-level order and timing for SRTP implementation.



KEY

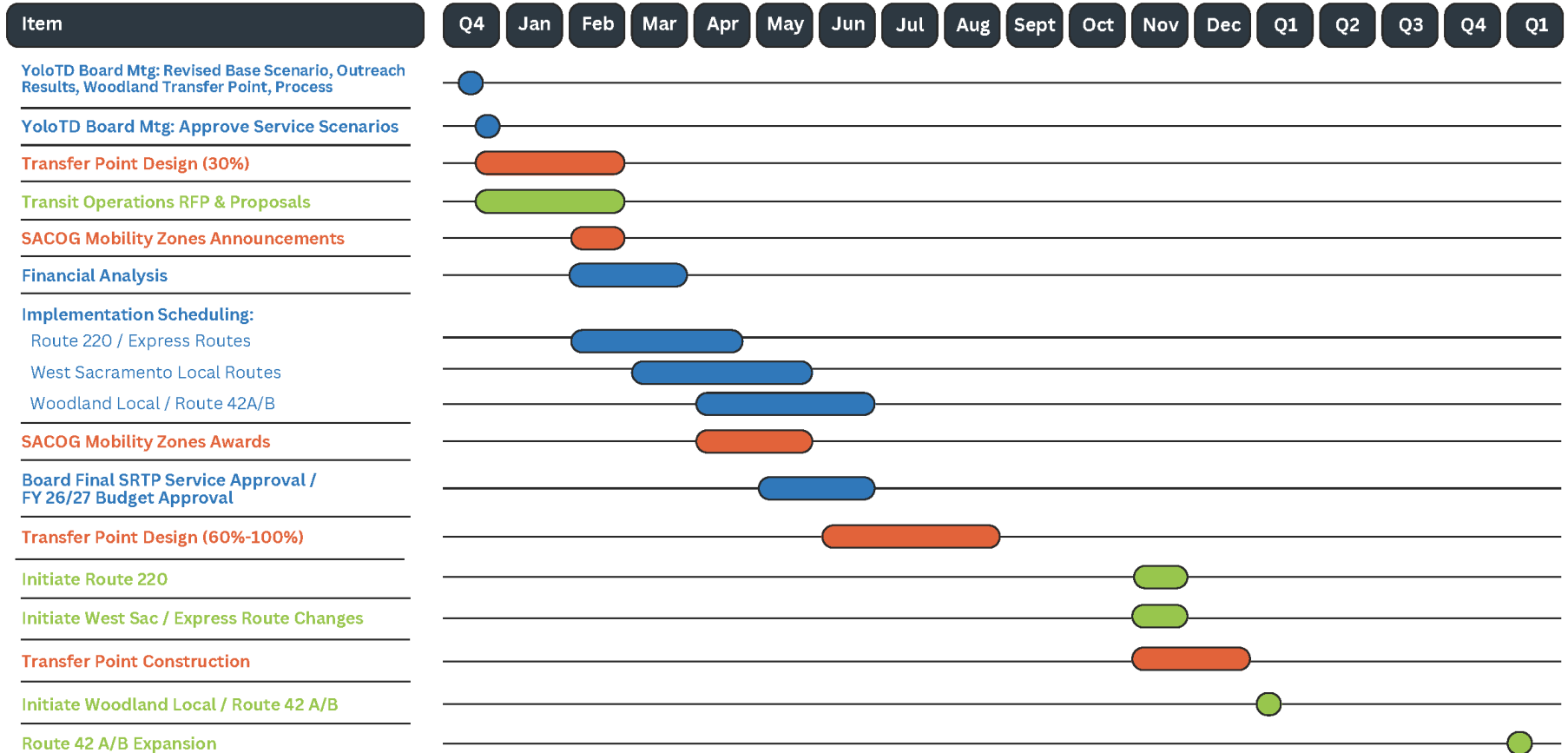
SHORT RANGE TRANSIT PLAN ■

WOODLAND TRANSFER POINT ■

TRANSIT OPERATIONS ■

S RTP IMPLEMENTATION SCHEDULE

(Tentative)





FISCAL IMPACT

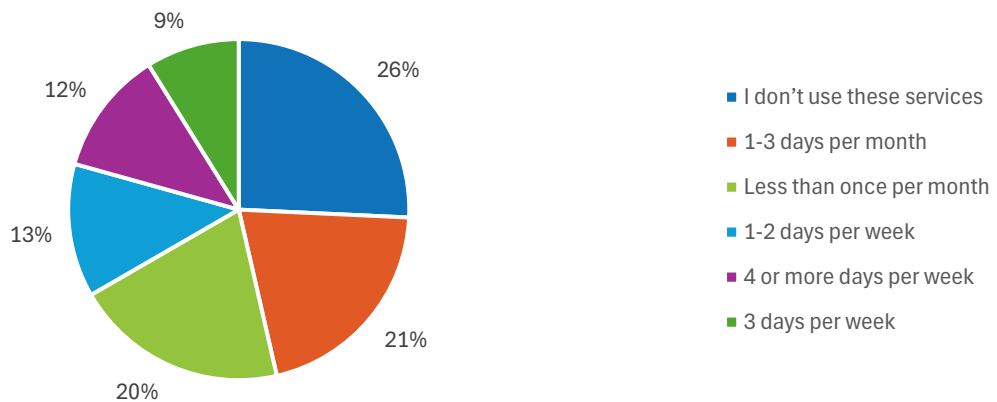
No immediate budget impact. The final SRTP will include three budget scenarios that reflect varying levels of funding availability.

Appendix A: Full SRTP Survey Results

General and Demographic Responses

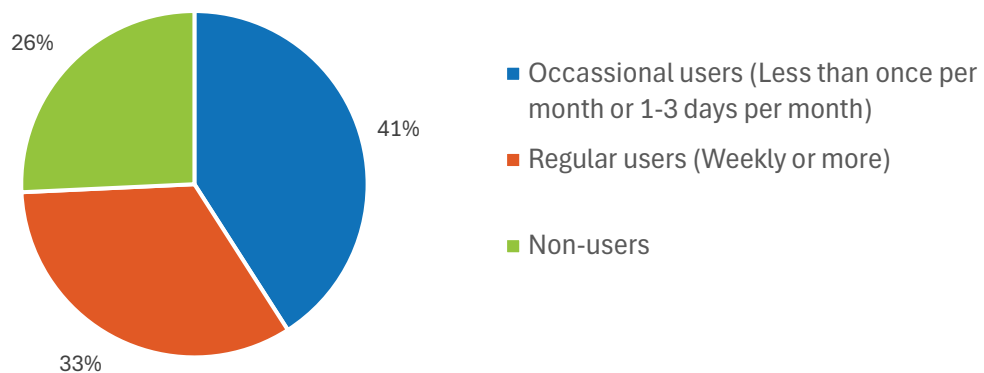
Non-users are the largest group of respondents, Occasional users (less than once per month or one to three days per month) make up 41 percent of responses, and non-users make up 26 percent. Regular users (weekly or more) account for 33 percent.

How often do you currently use Yolobus, BeeLine, or Yolobus paratransit services? (N=237)

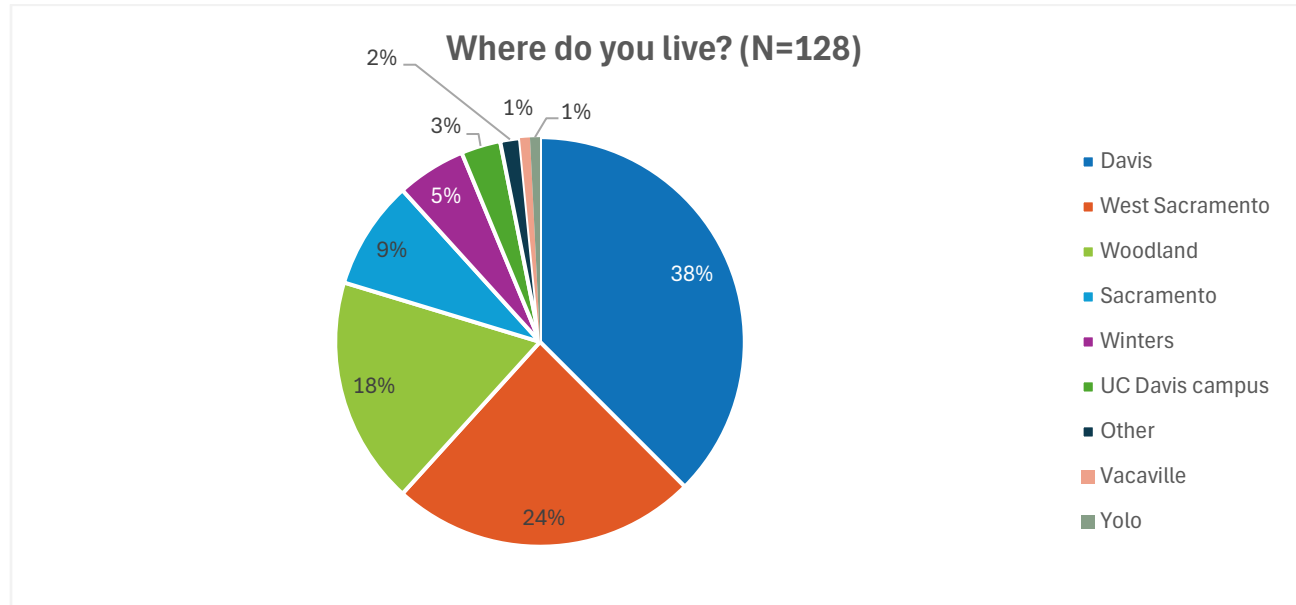


While a core group of respondents rely on Yolobus, BeeLine, or Yolobus paratransit services frequently, most responses come from non-users or occasional users.

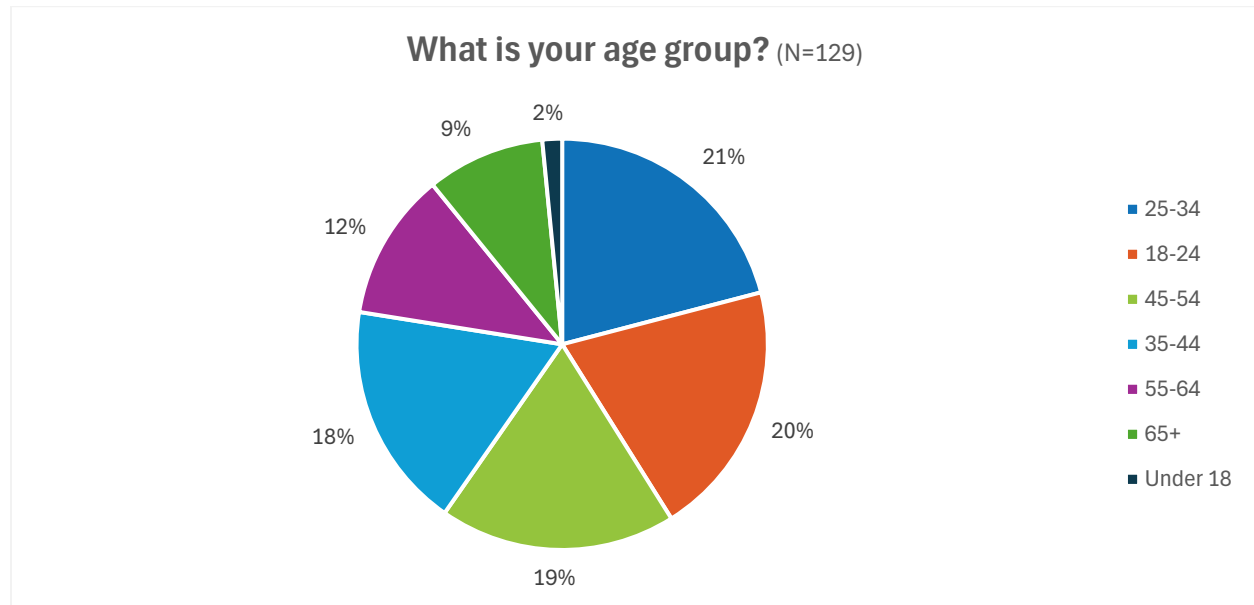
How often do you currently use Yolobus, BeeLine, or Yolobus paratransit services? (N=237)



The largest proportion of survey respondents live in Davis, with West Sacramento and Woodland as the next-largest cities represented.

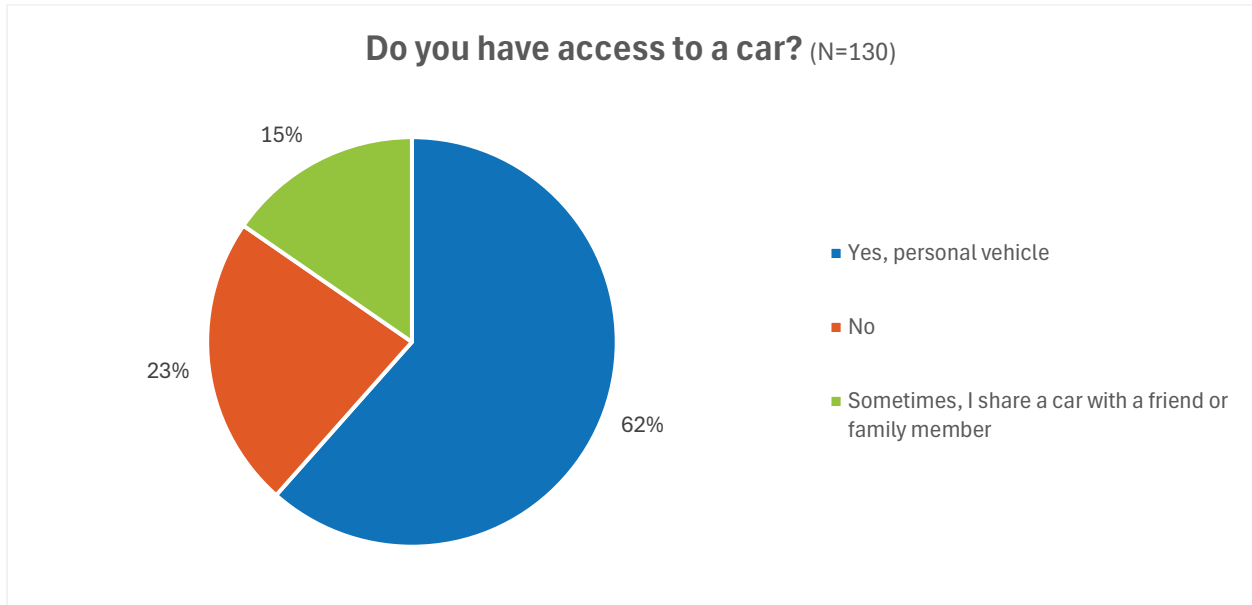


The largest age group who responded to the survey was 25-24, followed by 18-24. Younger and middle-aged voices are strongly represented in this survey, with relatively few seniors (21 percent of responses are from respondents aged 55 or older). The online survey medium may influence this, as younger individuals may be more likely to take online surveys.

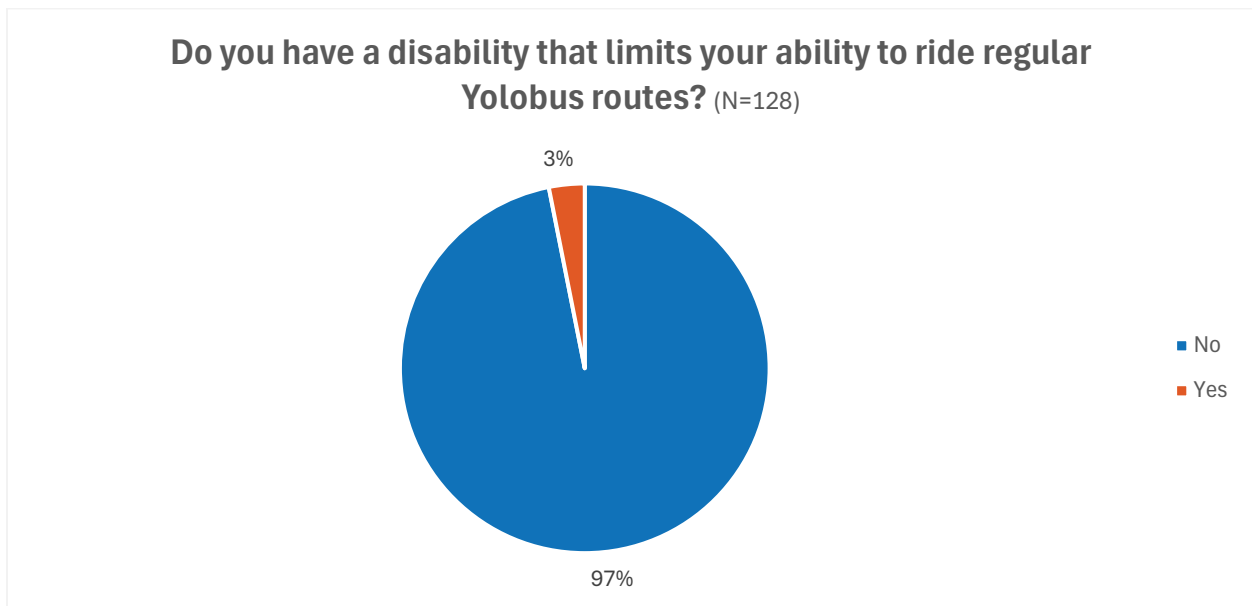


While most survey respondents have a personal vehicle or access to a car, a large minority of respondents have no access to a vehicle at all.

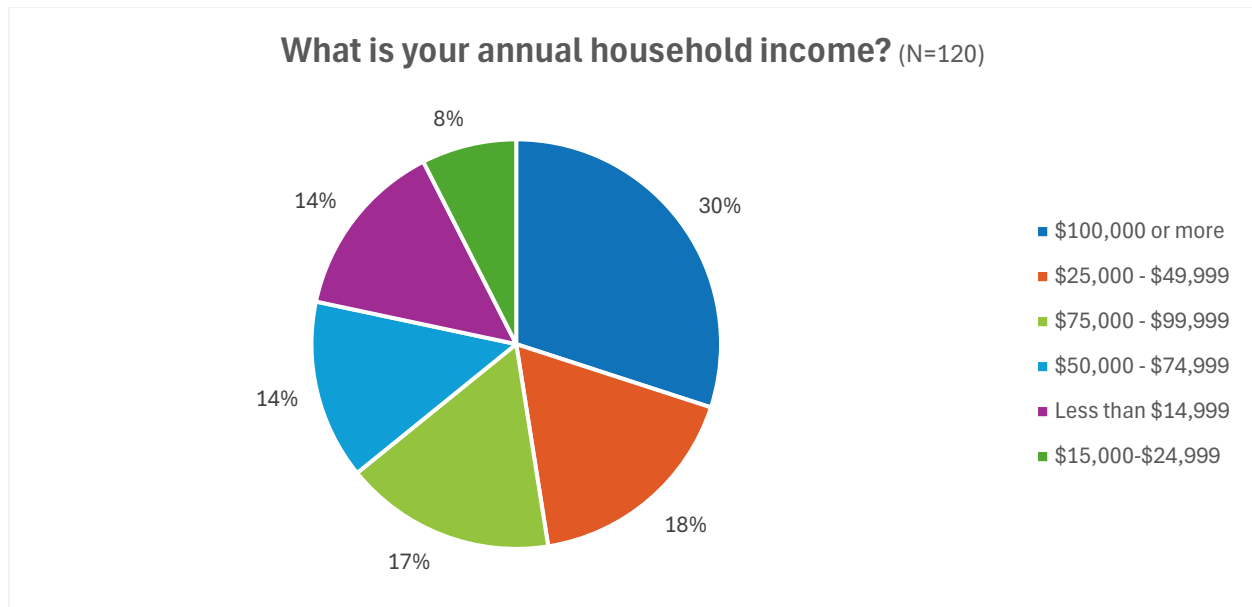
This indicates that both car-free riders and choice riders make up a significant portion of Yolobus ridership.



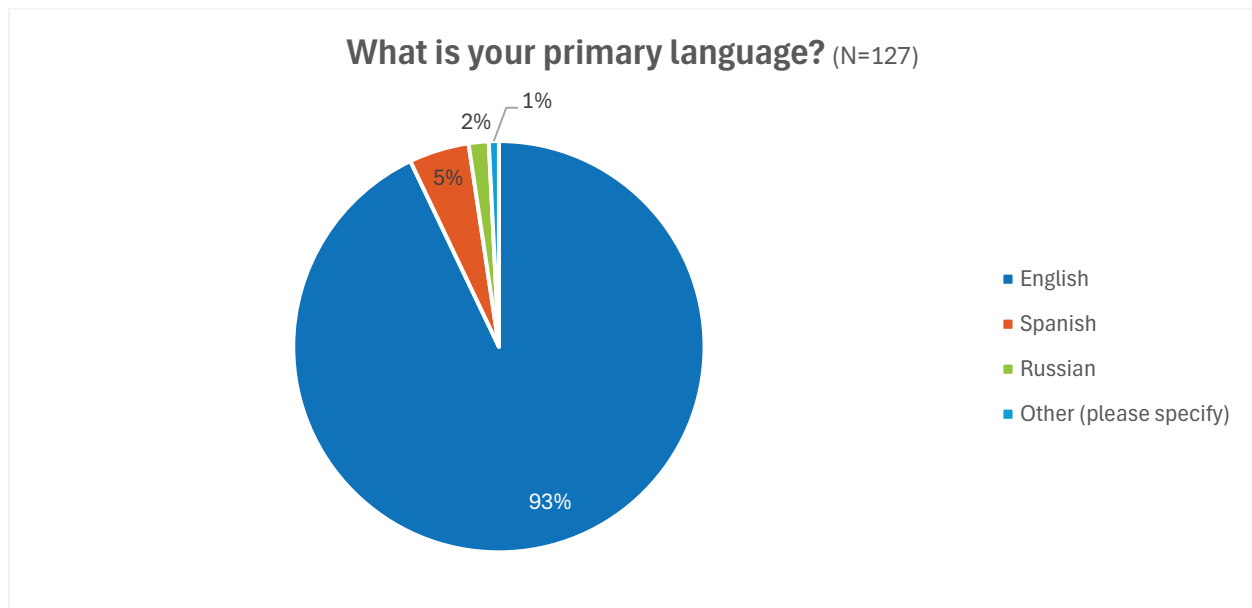
About 3 percent of respondents have a disability that limits their ability to ride regular Yolobus routes.



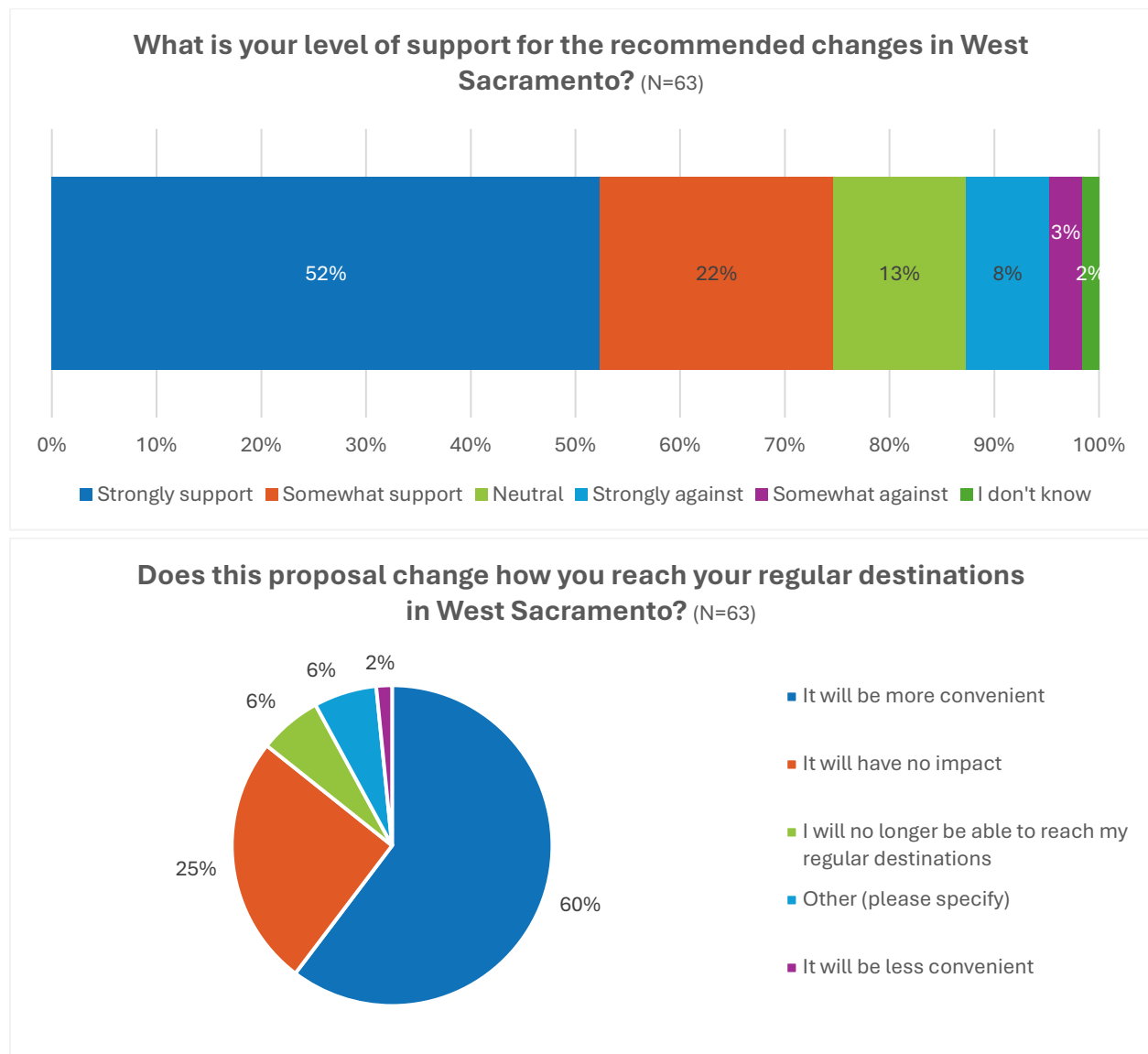
The largest proportion of responses came from households earning \$100,000 or more, followed by households earning \$25,000-\$49,000.



English is the primary language of most survey respondents, followed by Spanish. The survey also received responses from Russian speakers. One “Other” language was submitted: Polish.



West Sacramento Responses



West Sacramento Key Themes

The changes in West Sacramento are also well supported, with 74 percent of respondents strongly or somewhat in support. Eleven percent of respondents are strongly or somewhat against. Respondents noted satisfaction with increased frequency on Route 42A/B; others said that they also wanted to see routes that serve more of the city.

Ninety percent of respondents say the changes will make it more convenient to reach their destinations or will have no impact. However, eight percent of respondents say that the changes mean they will no longer be able to reach their destinations, with one respondent noting the bus will no longer travel along Harbor Boulevard. A few other respondents noted

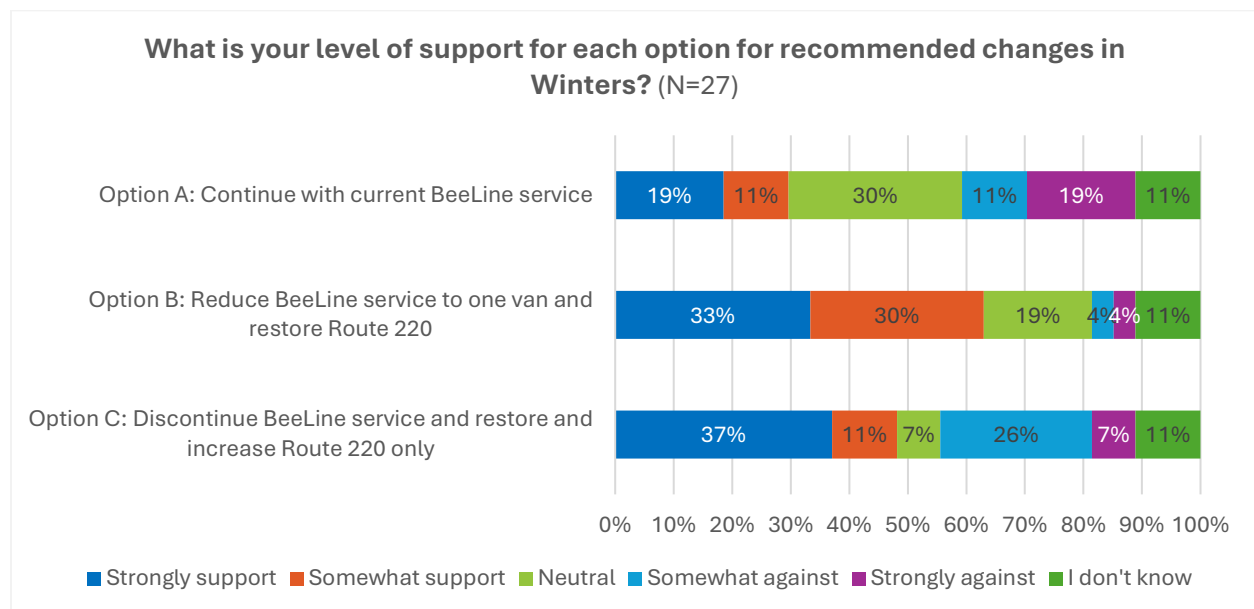
that the stops along Jefferson are too far for residents of Southport to walk to. Respondents noted that currently, the Via service and Route 37 are infrequent and unreliable. Other comments wanted to see coordinated schedules with Route 38 and Routes 37 and 42A/B for smooth transfers.

West Sacramento Individual Responses

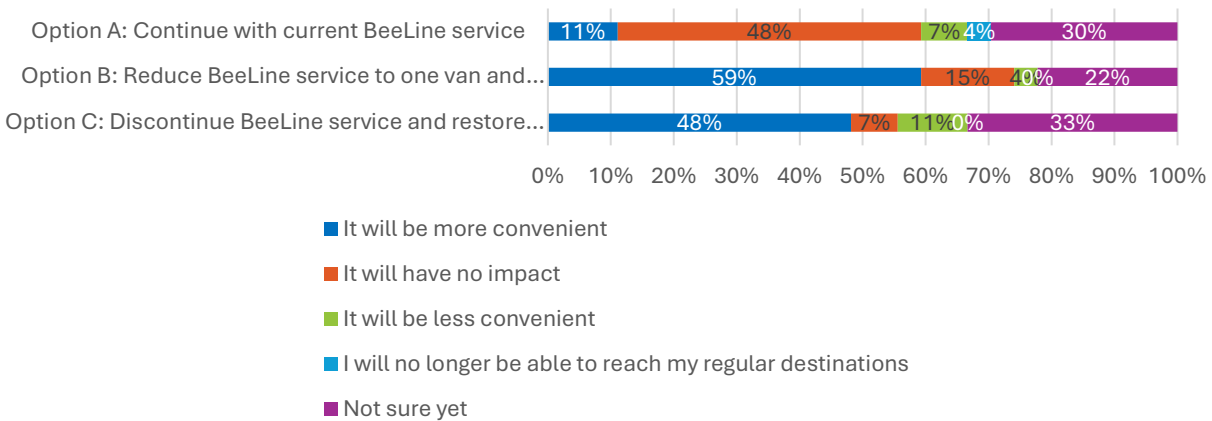
- As a Bridge District resident, I'm very supportive of the new Route 38. It finally brings more frequent, reliable transit to our community and connects us directly with key destinations in West Sacramento. Having a north-south line improves access for residents who rely on transit and helps make the system more convenient overall.
- continue 40 or 41 route stop crossing bridge sept 42s
- Deberia de ver mas fluidez en los horarios y rutas
- Good! 38 will hopefully get a lot of ridership due to all the development happening by the River.
- Great service also can be one more route on summer
- Half hourly service is fantastic! There are also offices south of the mall.
- I like the increase in frequency but I'd prefer more service that connects all areas of the city. Something of a loop is required.
- I live on the east side of Southport near the levee, and would love it if Route 37 (or any route that goes across the bridge into downtown) would include Village Pkwy, even if just for one direction of the loop. The Jefferson stops are too far to walk, and there are unused bus stop cutouts in the road in multiple places on Village Pkwy. More and more housing is being completed in this area, as well as the ongoing improvements to Heritage Oaks Park making it an area that access to public transportation would be welcome.
- I take 42A/B and increasing the frequency will certainly help!
- KEEP 40 & 41
- Muy bien
- My support highly depends on time schedules. Elimination of 40/41 buses for 38 could definitely work, but for me it's useless if I can't get to the 38 stops using the 37. Previously I would take the 37 to the 41, but it would only half the time get there before the 41 left.
- Proposed changes would increase my usage. Current route 37 is fairly useless except to commuters working in Sacramento. More frequent buses throughout the day would be great. Buses from Southport to the WalMart/Ikea area without having to transfer also great. Regular routes going from WS (south of W. Capital Ave.) to Sacramento without transfers needed throughout the day.

- Sounds good
- The 37 is the number one priority in my opinion. It is way too infrequent right now. For most of us we just need to get from the southside up to capital Avenue and we can take it from there anyways so we're not so concerned about crossing over into SACRAMENTO as much as we are making that that full distance From Southport all the way up Jefferson Boulevard all the way up to Capitol Avenue.
- The 37 route should run until 10 pm. The route should also go down ramco st because via is not really reliable and is over charging for trips from Downtown to West Sacramento. The bee line should also be an option for West Sac especially when baseball games are happening.
- There is an entire growing community of residents along South River Rd that remain unserved. The Jefferson stops are not accessible to us. There are already built in bus stops near the roundabouts on South River Rd. Please consider having route 37 pick up in this residential area. I live off of South river rd and Berry Creek Rd and work in downtown Sac. I would LOVE to take the Yolo Bus but currently it is not accessible.
- These changes bypass social security, county medical and social services, and shopping centers I use now.

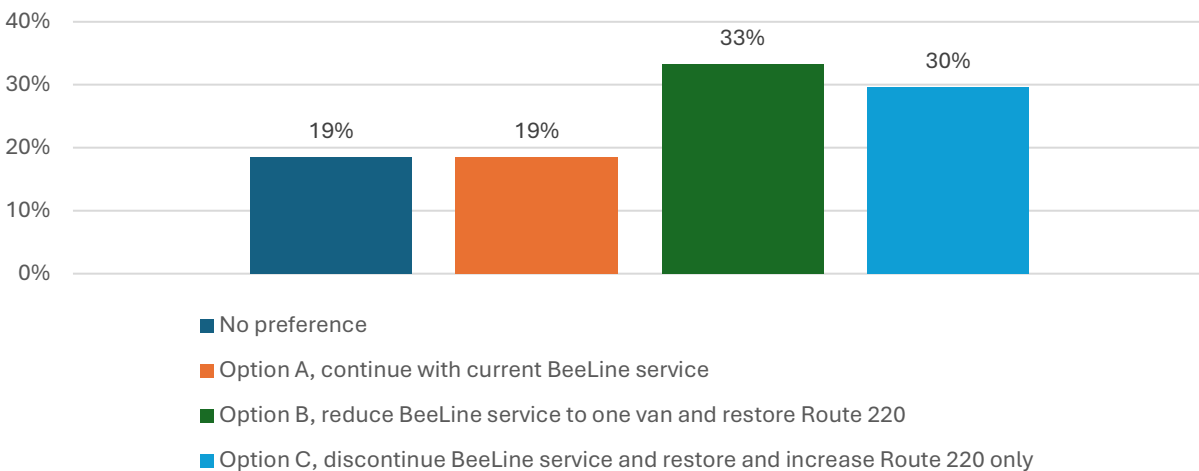
Winters Responses



How does each option change how you reach your regular destination? (N=27)



Which option do you prefer for transit service in Winters? (N=27)



Winters Key Themes

The results demonstrate support for the return of Route 220 in some form. The most supported alternative is Option B (63 percent strongly or somewhat in support), followed by Option C (48 percent). Option A received only 21 percent of strongly or somewhat supportive responses.

While Option C received the most respondents who strongly support (37 percent), it also received more responses against the proposal than Option B did (33 percent vs eight percent).

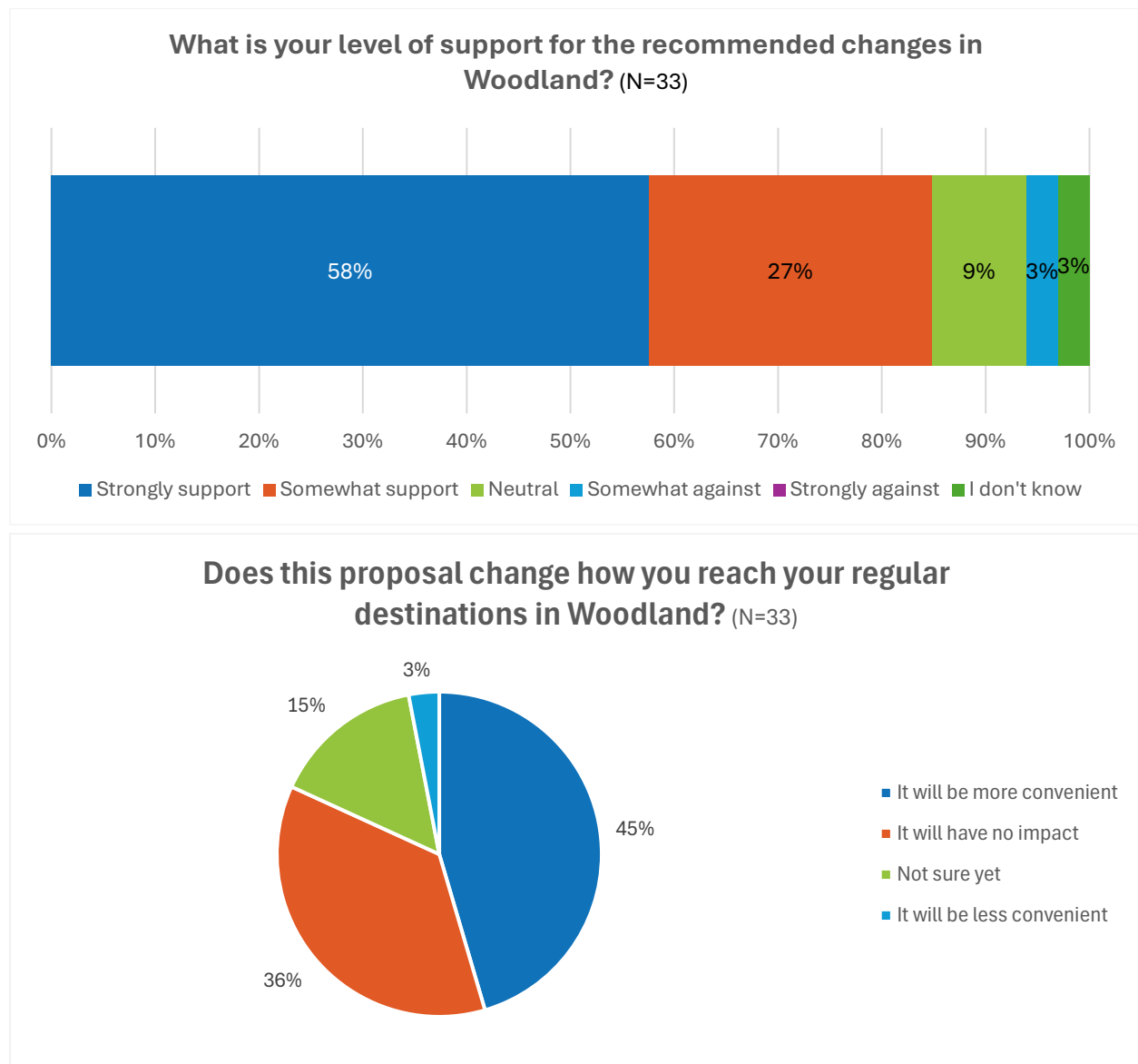
Respondents noted that Options B and C both provide far more convenient access to their regular destinations than Option A. Respondents found Option B (59 percent) to be more convenient than Option C (48 percent).

In terms of overall preferences, Options B and C are both preferred over Option A, demonstrating strong support for the return of fixed-route intercity service between Winters and Davis/Vacaville. Option B is slightly preferred over Option C (33 percent vs 30 percent), indicating that, in the trade-off between local BeeLine transit and increased intercity fixed-route service, respondents prefer keeping some BeeLine service.

Winters Individual Responses

- Buses are best.
- I take the bus (5:30pm) home to Winters after work from Davis and would really value having that a time. 5-7 as an option
- I would regularly use route 220 if it were restored. I don't know the current impact of the Bee Line, but if it is a crucial service for people in need, I support maintaining along with route 220.
- More fixed route service would be attractive to people visiting Winters from Davis, as far as I know BeeLine does not currently serve Davis.
- My real issue is that the BeeLine only goes as far as UCD in Davis. Why not include a stop at the train station which would be a logical next way to get somewhere
- The new 220 looks great! Wow! Winters was a destination of mine for years when the 220 ran.
- We need commuting options from Winters for school and work in Davis.
- Dial-a-ride works when driver's salaries are much less than minimum wage.
- Fixed route is significantly more predictable than pure microtransit
- Again, too few riders and no desire to go somewhere without being able to get home.
- Microtransit serves to fill an important gap but can be used in conjunction with fixed route to provide useful service
- Reliable, scheduled, fixed route... the definition of transit.
- Bus winters to Davis and Davis to Vacaville
- I am so pleased to see a desire for people to return to Winters and Vacaville.
- Make sure timing aligns with start and end of school day in Davis.
- More businesses, to make it worth going there.
- One to Woodland, to stop at the Raleys on the west side

Woodland Responses



Woodland Key Themes

Eighty-five percent of respondents strongly or somewhat support the recommended changes. Three percent of users are against the changes. Respondents noted that having a single route with increased frequency would be easier for riders to understand. One commenter noted that with BeeLine service, frequency is more important than coverage – another noted that the streamlined map was easy to read.

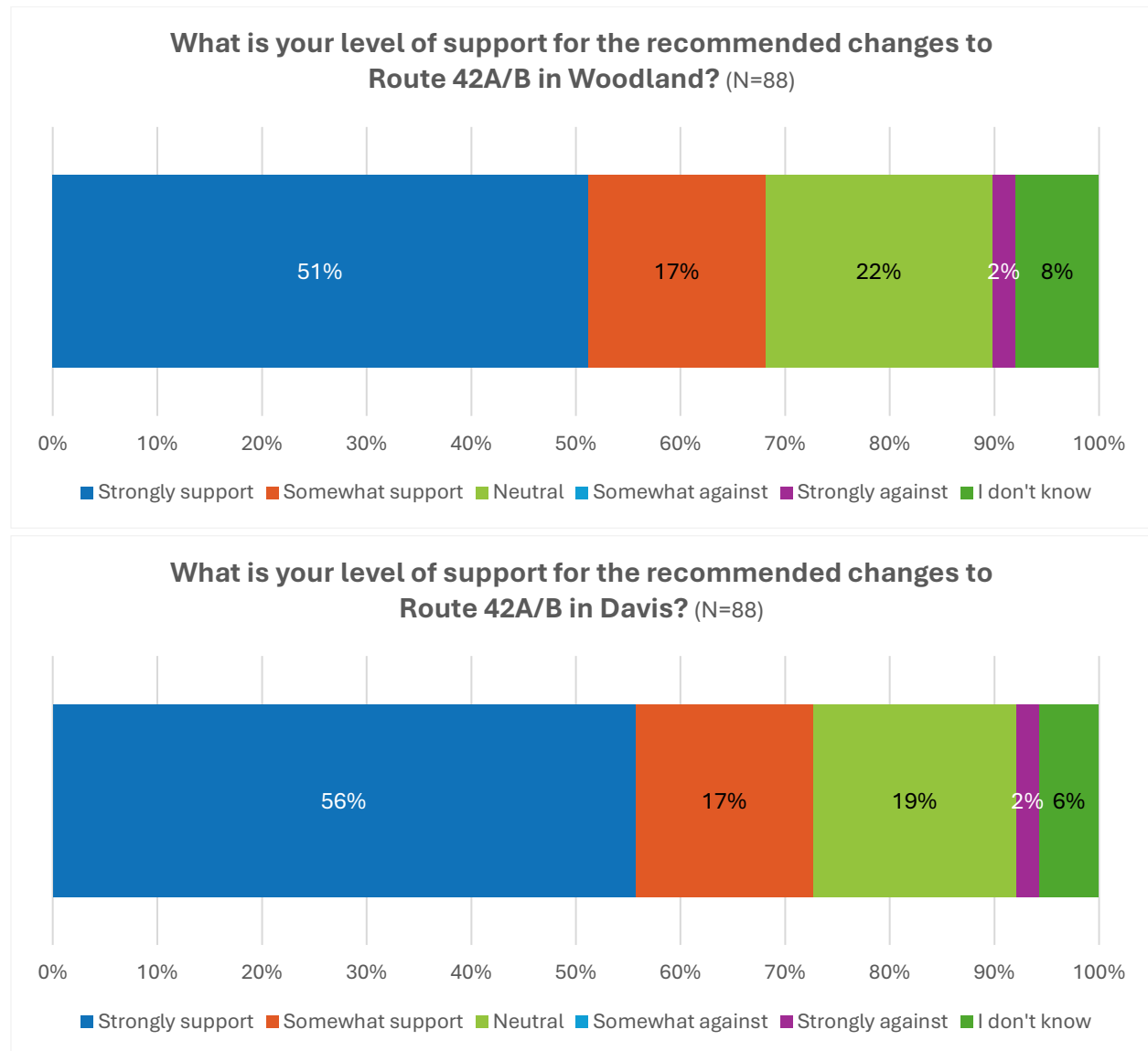
Eighty-one percent of respondents say the recommended changes will be more convenient or have no impact, while three percent say service will be less convenient. However, some

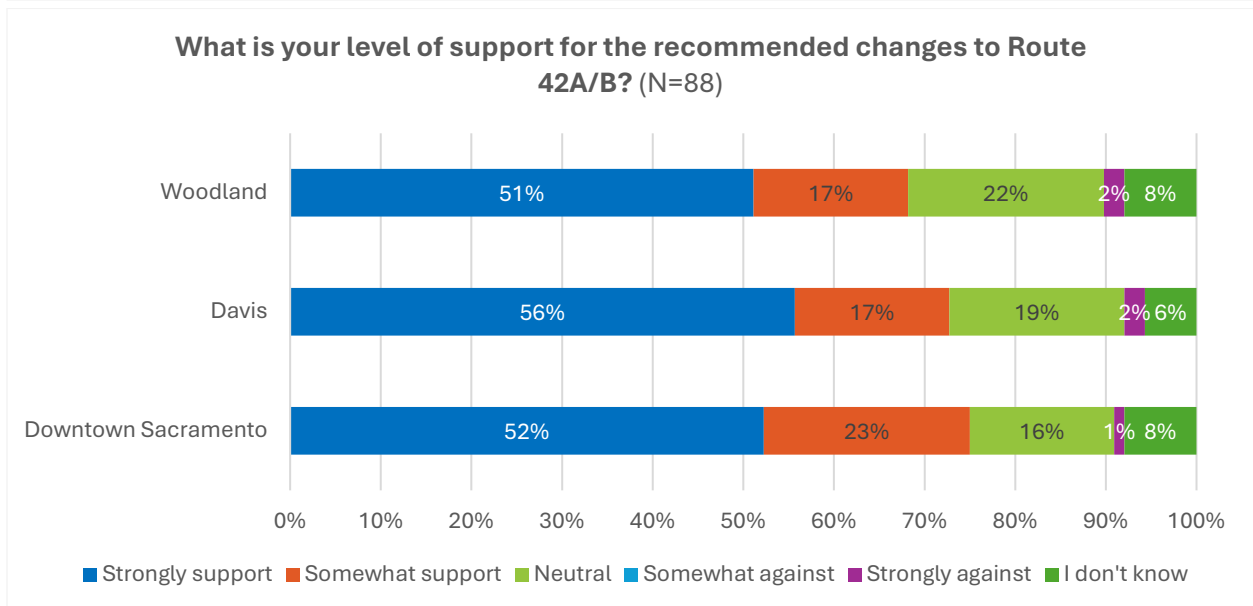
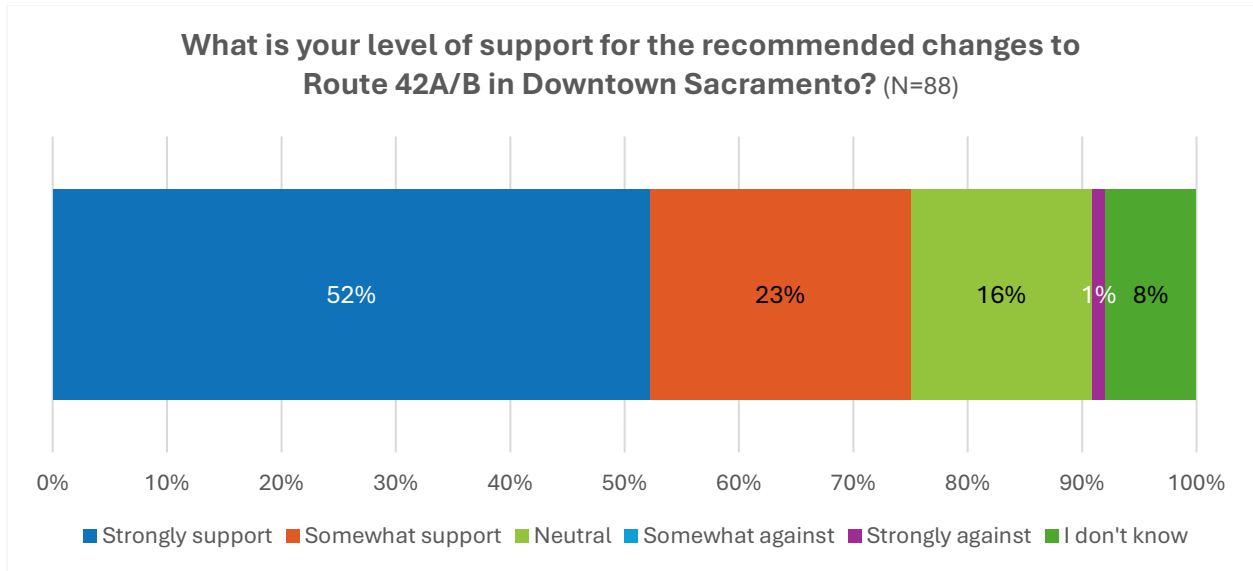
respondents noted they were not yet sure whether the changes would have an impact. A few respondents also noted that transfers from Woodland local service to Route 42A/B are very important. One commenter hoped the new schedules would address the long layover at County Fair Mall, which makes travel outside of Woodland very inconvenient. A few other comments noted a desire to see a proposed schedule before forming an opinion, and some wanted the County Fair Mall Transit Center moved to a safer, more useful location.

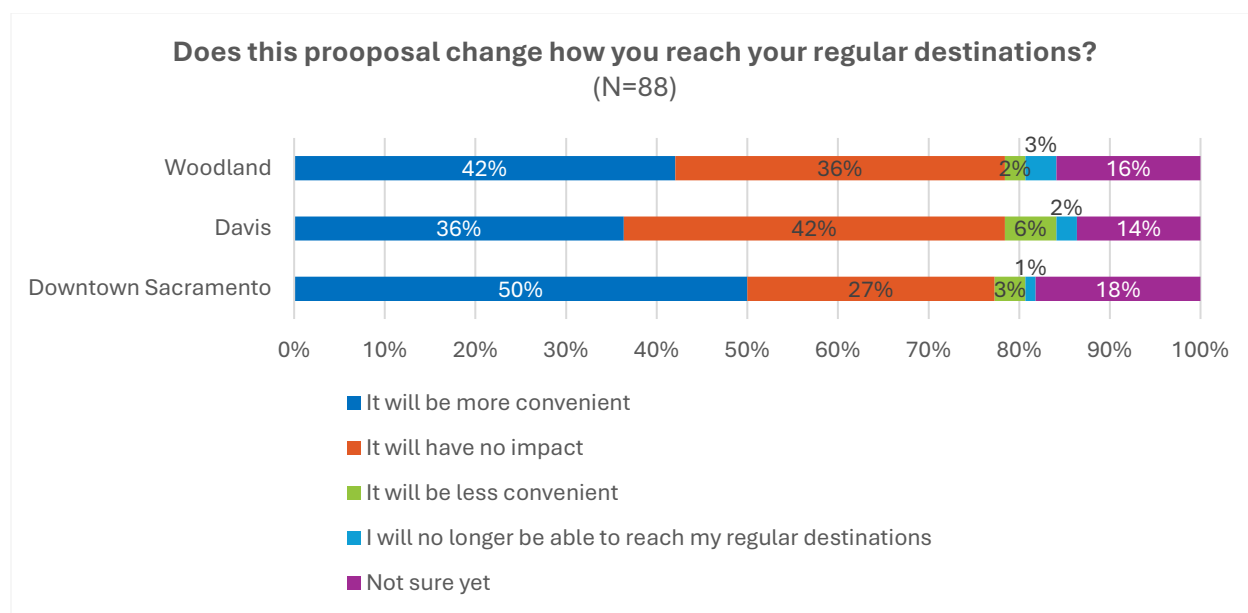
Woodland Individual Responses

- Better Connections and more service to high density housing! Yay!
- Good! By only having one route, it will require less for riders to understand and have increased frequency.
- Having one route is much better
- I live in Woodland (near Cottonwood/Beamer) and work in Davis. Currently, the morning trip takes over 90 minutes by bus with a 30-minute layover at the Fairgrounds station to transfer to 42B. It looks like this change will make the trip shorter and more convenient. It's hard to be certain without seeing a more detailed schedule or simulation.
- I would like Bee Bus to go from Woodland to Davis.
- I'll take frequency over coverage any day, especially now with the Beeline service.
- Need to know more, but this sounds good.
- Sounds great.
- Streamlines and makes the route maps easy to read.
- Beeline does not allow for very young children to ride without a safety restraint system while the normal bus routes do not require such a system. The 42A/B serving the Spring Lake neighborhood could attract new riders who might otherwise not be able to ride Beeline due to the time it would take to haul and install a child restraint system. Even local route access into the neighborhood may help improve access to healthcare sites such as Woodland Healthcare.
- I don't know where this fits in this form, but I would really like to see a safe bike route between Woodland and Davis that is not along streets.
- I want my son to take the bus to middle school. But none of the routes pass close enough, they go a round about way, and busses are too infrequent. It is hard for people to use mass transit when the coverage is so sparse.
- More routes around Woodland
- Removal of county fair transit stop, move it somewhere safer and near businesses / more lighting & security
- This plan is great! Improved frequencies are good.

Route 42 Responses







Route 42 Key Themes

In all three geographies, changes to Route 42A/B received support. All changes received at least 2/3rds of respondents either strongly support or somewhat support. Woodland had the least support at 68 percent, and Downtown Sacramento had the most support at 75 percent.

Most respondents were pleased with the increased frequency and new destinations. A few commenters also noted that skipping County Fair Mall was a good idea. Some commenters noted the routes might take longer, particularly between Woodland and Davis, and headed to the airport.

Most respondents noted that the new changes would make reaching their destinations more convenient, while a few said it would be less convenient. The changes in Downtown Sacramento (including new service to the Mary Lee State Office Complex) were rated as the most impactful, while Davis was rated the least impactful, as was the frequency increase, which made the schedule more convenient and easier to understand.

However, several respondents noted that access to SMF is difficult via Yolobus because it requires changing buses at County Fair Mall (especially coming from Davis). Some comments noted that the bus takes a long time to travel through north and east Davis, and that the layover at the mall is long. Other respondents stated the bus takes a long time to get through Davis (including a long layover for an operator break at the last Davis stop at Mace Boulevard & Second Street).

Route 42 Individual Responses

- All the changes work for me, an intermittent rider who frequently brings a bike along.
- Es muy favorable Para nosotros que usamos El transporte
- Good! More direct and consistent changes will reduce rider confusion, especially for first time riders. Also, the County Fair Mall is not a great spot in Woodland, there is more commerce in Downtown.
- I love the overall frequency going consistently to every thirty minutes. Currently, you need to have quick access to a paper schedule to see when it is every thirty minutes in frequency and when it is every forty-five minutes in frequency. Changing the inconsistency to something of consistency is so much better for all involved from operators and riders to administration staff too.
- I need to commute to work 2 days per week now. But it may change to more than 2 days in the future. The bus stop at Richard Blvd will really help me to commute.
- I strongly support the changes in Woodland and Downtown Sacramento.
- I use for airport; never liked to switch buses at night
- I wish 42A/B still operated along E. Covell Blvd., but I know that's not likely to change. Now I'm unlikely to walk a mile to the nearest stop. I'll drive to SMF and use the economy parking instead --as I did last week.
- I work at the May Lee State Office Complex on the corner of Richards/7th in Sacramento and this is mega convenient as I would have a stop in front of my office.
- I would take Yolobus to work every day if there was a stop near Richards and N 7th in Sacramento (May Lee State Office Complex)
- If I can transfer between the new 213 and 42A/B lines in downtown Woodland instead of County Fair Mall, this would likely shorten the commute between my home in Woodland and work in Davis. The changes in Davis and downtown Sacramento shouldn't affect me.
- If the coverage in Sacramento is increased why not serve California government building south of the mall in both directions?
- Not using the county mall is a great option, opting for 113 in Woodland. Serving the new offices in northern downtown and future locations as well is a great choice
- Please clarify the maps, such as separate the route descriptions. The overlay is confusing, hard to read.
- Sounds good

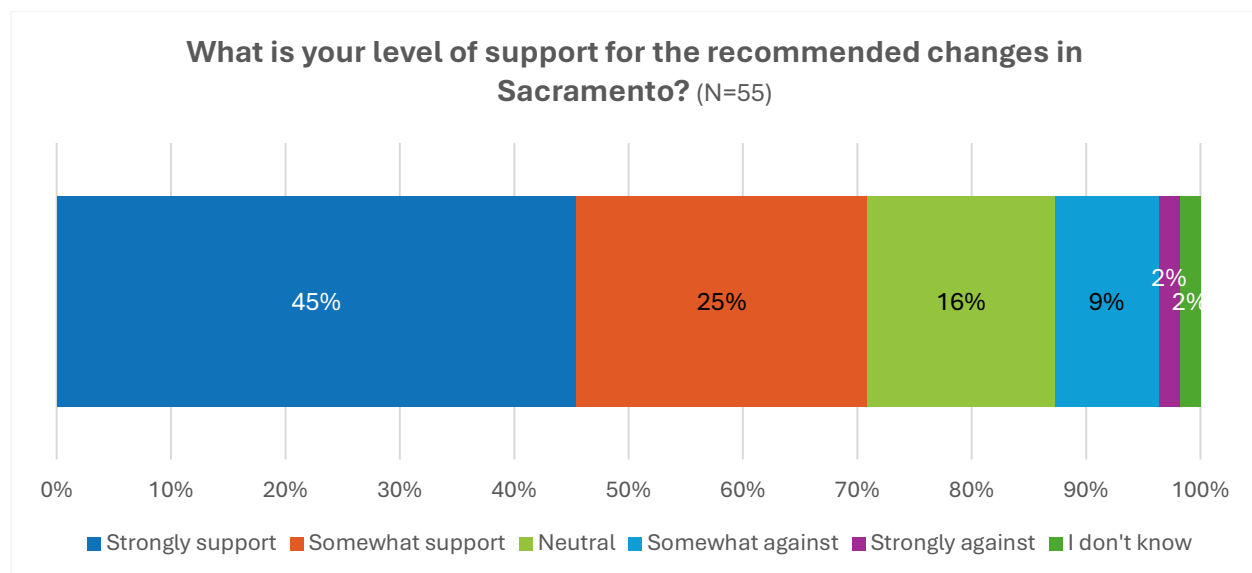
- The proposed changes would not only make my daily commute so convenient I would use the 42A/42B every day of my commute instead of driving as I currently do, the changes in Davis would entice other members of my household to use the route within the city limits as well.
- The Sacramento changes look good, but the only 42 stop I've seen in downtown Sac with an actual bench is the J & 6th stop, which would be cut off. If it does change, the new route would need more benches, since a large number of people who take the bus can't stand for that long of a wait. I do strongly support the increase in number of buses, as currently the longest waits are during the hottest parts of the day.
- The stops along Richards Blvd would help me reach my destination. However it may affect others
- This doesn't get at the core problem that there are few express services between metro areas. Having an increased volume of sac -> Davis-> woodland -> AirPort Express services would greatly increase ridership levels, as the many intracity stops greatly increase travel times
- Very excited to have 42 routes every 30min. But wish these maps listed out the exact proposed stops, makes a big difference when considering new routes. The commuters who park and ride at E. Main and Matmore in Woodland, where will the stop be for 42B for them to get back to their car, on Main and Industrial? I understand why but I really wish 42 went a little more into Sac past 9th street.
- What is the timing from Davis to Sacramento? I live in West Davis and typically use the 230 bus because it's faster, but the 230 options are limited.
- Would be much easier to get to Woodland from Davis than current transfer stop at County Fair, which is how I would like to use the bus. However, it appears there are no longer any east Davis stops, so I'm not certain this would save much if any time. Please help provide East & central Davis travel to East & Central Woodland!
- I hope the long stop at the Gibson Mall will be eliminated by the new route.
- Looks like it will stop closer to my house and office but will take longer to get home from work. So mixed results.
- Looks simpler
- Maybe it'll be more convenient - it depends on the amount of time it takes to get from Davis to near 7th & P
- The bike/bus combo makes my riding quite flexible.
- will reach the May Lee State office complex easier
- Appears to take longer, taking a less streamlined route.

- I assume it will be slower to travel between Woodland and Davis
- it may slow our arrival to the Sac airport
- Less convenient if it adds time to the downtown route.
- May take longer to go home via multiple stops between downtown and Richard's blvd than current- where I choose to walk to the last stop before the freeway. However, traffic may make it a neutral change. It's probably a good change overall even if slightly less comvr won't for me.
- A route offered for students travelling only from West Sacramento to UC DAVIS or just students in general as I take the stop off enterprise however, have often gotten on and been greeted with the strong smell of weed on the bus.
- Be on time for the first run of the day
- Better stop signs for busses
- Buses operating according to schedule.
- Go back to operating on E. Covell Blvd. in Davis.
- Having the routes more closely match each other is a great idea. What I'd really love is an earlier express bus home from sac to woodland. Express is best, but right now if I take the express bus (45) in, then I have to work a long day because I am required to be in office until 4, but then I have to wait until 4:50 or 4:55 for any bus home. Can there be a 4:10 or 4:15 express departing downtown sac?? Or even a 4:10/4:15 42B would be better. There's a 3:55, then nothing until 4:50. But that window is when I need a bus home the most!
- Hire more bus drivers
- Hopefully with the bus running every 30min it will help keep it on time. Ensure bus trackers are ON so the live bus map continues to be an extremely useful tool. More frequent cleanings? 42 gets a lot of unhoused bus users and it can appear and feel very dirty at times.
- I appreciate that there's the Causeway Connection which helps me get to my class at the Manetti Shrem.
- I want to go to Walmart and to costco!! Wtffffff
- I would like a better shuttle service between Davis and SMF (Sacramento International Airport). I have recently used 42A to come home from the airport. The bus was a bit delayed, and it was a very lengthy commute (more than an hour even after the bus arrived at the airport). I cannot imagine using 42B to go to the airport and reliably reaching it on time. Davis Airporter is no longer in service, and there is a lack of a reliable bus or shuttle, particularly for early morning flights. I would also very much like a safe bike route with lights when it is dark (not on streets with traffic) between Davis and Woodland.

- I would only suggest for the purposes of simplicity for everyone that service be consistently every thirty minutes with a span of service being from 4:00am to midnight so as to address flights at SMF along with work shifts for SMF employees. For clarification, SMF is the 3-letter code for Sacramento International Airport.
- If you have a bus transfer station make it better
- Improved access to Downtown Davis, following the Unitrans route A/Z between B St and L St. Operate at least during Unitrans non-service hours, before 7AM and ~after 9PM to provide continuous service between Amtrak, the 5th St corridor of Davis, Anderson corridor and UCD.
- It works perfectly for me
- It would be nice to have higher frequency to make commuting more worth it. It's difficult to use Yolo bus as an option for commuting with such inconsistent service.
- Less stops and faster travel time! I would like to take 42B to get to school in Sacramento more but it's hard to justify taking the bus when the bus takes a 10 minute long break at Mace & 2nd Ave. I understand drivers need breaks but it makes the bus even less desirable for riders.
- Less stops/faster trips! I understand bus drivers need a break but having to wait for 10 minutes at the Mace & 2nd Stop makes taking the bus uncompetitive with driving... in general, it takes me 20 minutes to get to Sacramento in a car but over an hour by bus. It's hard to justify taking the bus with how much time I would lose.
- Maintaining 30-45 minute frequency on the weekends would be preferred to serve airport passengers and weekend travelers as other commute options are significantly less available on the weekend
- Maybe a connection to the UC Davis Med Center... A lot of people in Yolo work there.
- No, that sounds great.
- plastic seats instead of fabric ones; the fabric gets gross
- Please add a bus stop for 42A/B for the Arden Fair mall. International students at UC Davis would make the most of it, since most of them do not have a car (especially undergraduates).
- Please include east/central Davis stops.
- Please keep the stops on Russell /5th St in Davis, they are very convenient for reaching the university, downtown and the police department.
- Please provide separate maps and route descriptions. Hard to read without a lot of work.

- Route 42A/B should definitely start at Sacramento Airport to provide direct and efficient transportation from Davis to the airport, eliminating the need to wait at the County Fair Mall parking lot or travel through Downtown Sacramento.
- shorten the layover at the Woodland mall. It was 20 minutes and has increased to 40 minutes. This is too long when you need to get to the airport.
- When most of the traffic is between Sacramento and Davis why does the #42 wander through West Sac and North Davis instead of simply going straight to UCD for those who do not live in North Davis to get around fast and then serve North Davis for those who do not want to transfer like everyone else?

Downtown Sacramento



Downtown Sacramento Key Themes

Forty-five percent strongly support the changes, while 70 percent strongly or somewhat support the changes. Multiple respondents said they liked the simplification of downtown routes and the improved access to the Mary Lee State Office Complex. State workers who left comments said this was very important to them. Another respondent said they hoped the new routes would improve on-time performance during large events at Golden1 Center.

Seventy-three percent of respondents said the proposal would make accessing their regular destinations more convenient or would have no impact. However, 13 percent of respondents said it would make access to their regular destinations less convenient, more than any of the other proposals. A few commenters noted that the new routes would not travel very far into Sacramento, meaning some customers would have to walk or transfer.

One commenter specified that Route 43 would no longer serve the N St corridor of state office buildings, and another suggested one more stop further east into downtown.

Other respondents listed improved timeliness and more trips on the commuter routes, as well as improved coordination with the Capitol Corridor schedule for reduced redundancy with service to Davis. Another respondent suggested reviewing the stop amenities at downtown Sacramento stops.

Downtown Sacramento Individual Responses

- 45 is the only bus that goes deeper into Sac for Woodland commuters.
- As before, I would take YoloBus every day if it served MLSOC.
- Current H&11 stop at Calepa bldg busy and convenient
- I am very supportive of providing express service to the new state offices north of downtown
- I appreciate decreased confusion efforts!
- I don't believe service to the Golden1 center should be cut.
- I hope this improves on time performance during large events at Golden 1 Center.
- I like that it services more of the state employee offices south of the Capitol, but I don't like that it goes north into the Richards Blvd. area. I worry that will add a lot of time to an already long route.
- I like the access to the new office buildings.
- I really want YoloBus to be successful - I far prefer riding the bus to driving between Davis & Sacramento.
- I strongly support the proposed changes in Downtown Sacramento. Having all buses follow the same routing through downtown will reduce confusion and make transfers between routes much easier. This creates a simpler, more reliable system for riders who use multiple routes. I also appreciate that the plan eliminates detours for special events and extends service to the new State office buildings, which will be a major employment hub.
- I'd love to see the counter-clockwise 42 further south...
- It would be great if there was one stop even just a little further east for those of us that work in Downtown Sacramento
- Mas rutas y paradas
- My opinion of the change in route depends on where the stops would be located. I think the route change would be OK for me, but can't say for sure because I don't know where the stops would be.
- Sounds wonderful

- The existing route 43 serves the N street corridor in the afternoon which is convenient for people working at Caltrans, CalVet, and other state departments. This realignment would cause folks to have to walk longer distances.
- The service to the State office buildings north of downtown is really important to me as a state worker. Especially with the threat of returning to the office 5 days a week beginning next July.
- These changes would make it extremely easy for me to take the bus basically right to/from the front door of my workplace.



STAFF REPORT

TOPIC	ITEM NUMBER
Authorize Staff to Release RFP for Transit Operations Contract	8 Action November 17, 2025 Board of Directors

PREPARED BY: Autumn Bernstein
ATTACHMENTS: 1. Draft RFP for Transportation Services

STAFF RECOMMENDATION

Direct staff to release a Request for Proposals (RFP) for Transportation Services to Operate and Maintain a Public Transportation System.

BACKGROUND

Currently, YoloTD contracts with Transdev Services Incorporated (Transdev) for Transportation services. This includes operations and maintenance of all our transportation services including YoloBus (Fixed Route), YoloBus Special (Paratransit) and Beeline (Microtransit). The current contract with Transdev took effect on August 1, 2018. The base term of the agreement is seven (7) years and ended July 31, 2025.

The contract also provides for up to five (5) additional option years at YoloTD's sole discretion. To date, YoloTD has exercised one option year, which will end on July 31, 2026.

To prepare for this procurement, YoloTD staff reviewed recent procurements for five comparably-sized transit agencies in Northern California. We also met with and interviewed veteran transit professionals about industry best practices, and hired a consulting team comprised of industry experts to assist with developing the procurement documents, process and approach.

Prior Board Action and Feedback

June 2025: At the June 9, 2025 meeting of the Board of Directors, the Board directed staff to exercise a one-year contract extension with Transdev, through July 31, 2026. The Board also directed staff to begin preparation of a new procurement, with the intent of releasing a Request for Qualifications in Fall 2025 and having a new contract take effect on August 1, 2026.

October 2025: The Board held an informational workshop on this topic at its October 13, 2025 Board meeting. A summary of key points from the Board's discussion follows:

- Important to quantify performance metrics that are within the contractor's control. Some metrics, like On-Time Performance, are also driven by external factors like traffic. How do we differentiate?
- How will we know if the bids we receive are competitive?
- Service quality, safety and accountability/performance management are important.

CAC and TAC Feedback

On November 3, 2025, the YoloTD Technical Advisory Committee and Citizens Advisory Committee both met to receive a presentation about the RFP and provide feedback. Both committees received the following materials in advance of their respective meetings:

- Priorities for the New Contract
- Process and Timeline
- Roles and Responsibilities
- Draft Scope of Work
- Draft Evaluation Criteria

TAC Questions and Feedback:

- What flexibility will the Contractor have to reduce costs, given state law requirements to rehire the existing workforce?
 - Answer: State law requires the contractor to honor the existing collective bargaining agreement, which may or may not stipulate how many . State law further requires YoloTD to award additional points (10% of total) to contractors who agree to rehire the existing workforce for at least 90 days after the start of the new contract.
- Has the Board considered extending the existing contract by another year, given the likely increase in costs?

CAC Questions and Feedback:

- There is strong interest in retention of existing employees. Some clarifying questions regarding state requirements (see answer above).
- How many prospective bidders exist and what can we do to attract as many bids as possible?
- Labor market is softening so that may help with price escalation.
- For the proposed evaluation criteria, 60% of points are non-monetary. Consider revisiting that.

- If service reductions do need to happen, will the CAC have the opportunity to weigh in on those before they take effect? Answer: yes.
- IT - who controls the servers and computers? Answer: YoloTD staff owns and controls the computers and servers used by the Contractor.
- The CAC wishes to appoint a non-voting member to the evaluation committee, and directed staff to bring that back as a separate agenda item at the next CAC meeting in January 2026.

DISCUSSION

1. Timeline and Process

The procurement of a transit operations contract typically takes 8-12 months. Working backward from our goal of an **August 2026** start date, we propose to release the Request for Qualifications in **November 2025**, with responses due in **February 2026**, and Board approval of a new contract in **April 2026**.

The proposed timeline is included below:

YoloTD Board Approves RFP	November 17
RFP Issued	November 20
Pre-Proposal Conference and Facility Tour	January 7
Questions Due	Jan 17
Agency's Response to Questions	Jan 28
Proposals Due	February 6
Interviews	Week of March 2
Contract Award	April 13
Notice to Proceed	April 18
Contract Start Date	August 1

2. Evaluation Panel

We will convene an evaluation panel to review and score bids, participate in interviews with the top bidders, and make a recommendation to the Board of Directors on which bidder to select. The evaluation panel will include representatives from YoloTD member jurisdictions, other transit agencies, and regional partners.

The proposed panel is as follows:

- Autumn Bernstein, YoloTD
- Ryan Chapman, City of Davis
- Ariana Adame, City of West Sacramento
- Brent Meyer, City of Woodland

- Matt Mauk, Yuba-Sutter Transit
- Jeff Flynn, Unitrans
- Leo Torres or Barbara Vaughn Bechtold, Sacramento Area Council of Governments (SACOG)
- TBD, YoloTD Citizens Advisory Committee (*non-voting member*)

3. Evaluation criteria

Evaluation criteria will be used to score and rank the bids that we receive. Each member of the evaluation panel will independently score the bids based on the evaluation criteria, and the scores will be averaged. The bidders with the highest average scores will be shortlisted for further consideration, including interviews.

It's important that the evaluation criteria reflect the Board's priorities as discussed at the October 13 Board meeting. The proposed evaluation criteria were developed based on feedback we heard from the Board. They were subsequently refined based on feedback from the TAC and CAC.

The proposed evaluation criteria are as follows:

	Evaluation Criteria	Max Points
1	<p>Qualifications and Experience of the Firm</p> <p>The overall quality and extent of the Proposer's experience in fixed-route operations and its demonstrated capability and performance with similar projects, including the Proposer's track record of success in the following areas:</p> <ul style="list-style-type: none"> • On-time performance and service reliability • Safety record • Recruitment and retention of managers and front-line workers • Maintenance performance • Demonstrated ability to consistently meet or exceed key performance indicators (KPIs) • Knowledge of and demonstrated compliance with applicable federal, state and local laws and regulations <p>Years and breadth of experience providing public similar transportation services, particularly in California</p> <p>References from other government agencies with similar transit operations and priorities.</p>	20

	<p>Demonstrated collaborative, responsive approach in working with clients to adapt to changing needs and conditions.</p> <p>Possession of appropriate professional licenses and sufficient financial strength to perform all aspects of the work</p>	
2	<p>Thoroughness and Comprehensiveness of the Proposer's Understanding and Approach to the Project</p> <p>Each of the required plans demonstrates the Proposer's understanding of the RFP and describes how Proposer will work with YoloTD in delivering the services effectively. The combination of these plans demonstrates the Proposer has the willingness and understanding to provide high quality services.</p> <ul style="list-style-type: none"> • Sufficiency of operations plan, staffing plan and other resources to deliver high-quality performance; • The quality and suitability of the Proposer's maintenance plans and programs for YoloTD vehicles, facility, and equipment; • The quality and feasibility of the Proposer's transition plan to facilitate a smooth transition; • The quality and suitability of the Proposer's safety and emergency response plans; • The quality and suitability of all other required plans. 	20
3	<p>Qualifications and Competence of Key Personnel</p> <p>The skills, experience and quality of the Proposer's Key Personnel, as well as regional/corporate resources to augment the capability of local management team.</p> <p>This includes:</p> <ul style="list-style-type: none"> • The level of prior experience and competency of the proposed management team; • The commitment of the Key Personnel to the Project; • The Proposer's approach to management of the services; • The Proposer's plan for using regional/corporate resources to enhance the services it provides for YoloTD; • The Proposer's approach to retention of key personnel and filling vacancies, should need arise. <p>This factor may include a review and consideration of client references and past performance for the proposed management team.</p>	20

4	<p>Clarity and Reasonableness of Price Proposal</p> <p>Consider proposed pricing in conjunction with Proposer’s technical proposal, in comparison to other price proposals received and YoloTD’s projected funding availability.</p> <p>YoloTD is interested in the most cost-effective proposal at the best possible price rather than merely the low bid.</p> <p>In addition to achieving the best possible balance between cost and service outcomes, YoloTD also seeks the greatest possible transparency in pricing. Proposals will be evaluated on the clarity, openness and transparency of their cost proposals.</p> <p>Price proposals will be evaluated as to whether they:</p> <ul style="list-style-type: none"> • Fully support all cost elements and provide detailed justification for all cost drivers. • Identify any assumed operating efficiencies, market conditions, and specific cost controls that if not fully realized would render the price proposal unsustainable. 	20
5	<p>Retention and Recruitment of Qualified Workforce</p> <p>As required by California Labor Code Section 1072, proposers must state whether or not they will retain the employees of the prior contractor for a period of not less than 90 days and honor existing collective bargaining agreements. 10 points shall be granted to all proposers that agree to this.</p> <p>Up to 5 additional points shall be awarded for proposals that demonstrate innovative and effective strategies to recruit and retain a qualified workforce at all levels of the organization.</p>	15
6	<p>Creative/Innovative Solutions for Maximizing Service and Efficiency</p> <p>Proposal includes creative/innovative methods for achieving cost-efficiency while delivering high quality and potentially enhanced services.</p> <p>These may include but are not limited to:</p> <p>a. Technology Innovation: The Proposer’s ability to integrate advanced technologies to improve service efficiency, reliability, and customer satisfaction. This includes the use of real-time data analytics, predictive maintenance systems, and advanced scheduling software.</p>	5

	<p>b. Industry Best Practices: The Proposer's implementation of industry best practices in transit operations and maintenance. This should encompass strategies that have been successful in similar transit agencies and can improve service delivery.</p> <p>c. Communication Plan: The Proposer's plan to establish a robust communication system for frontline employees. This should include a methodology that allows employees to easily submit requests, provide feedback, and access important information</p>	
	Total Possible Points	100

4. Scope of Work

The scope of work is an essential component of the procurement. It details the duties, roles and responsibilities they will carry out. It also identifies key performance indicators for the contract, as well as penalties and incentives for failure to meet those performance indicators.

The table below summarizes the major elements of the Scope of Work, and the full scope of work is included as Appendix A of the RFP (Attachment A).

Scope of Work Summary	Page #s
YoloTD Duties & Responsibilities	13-19
Contractor Duties & Responsibilities: Operations <i>New: BeeLine microtransit</i>	19-29
Contractor Duties & Responsibilities: Facilities and Maintenance <i>New: Battery electric vehicles</i>	29-41
Contractor Duties & Responsibilities: Customer Service <i>New: sales of passes and tickets</i>	41-45
Contractor Duties & Responsibilities: Information Technology <i>Entirely new section, shifts some responsibilities to contractor</i>	45-47
Contractor Duties & Responsibilities: Reporting and Record Retention	47-54
KPIs, Penalties and Performance Incentives <i>New: Incentives, Fewer KPIs, larger penalties</i>	54-56
Management Retention, Reassignment and Removal <i>Entirely new section</i>	57-58
Miscellaneous	58-60

Options <i>Removed 19 options</i> <i>Option 1: Dignity Health Adult Day Healthcare Center</i>	60
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5. Key Performance Indicators, Penalties and Incentives

YoloTD wishes to receive the highest level of service quality from its contractor. To accomplish this, the Scope of Work identifies key performance indicators that are largely within the contractor's control, and provides penalties for failure to meet minimum KPIs, and incentives for exceeding KPIs. Proposed penalties in are Table 1, and incentives in Table 2.

Table 1: Penalties

KPI	Penalty
No management vacancy over 30 calendar days	<p>For each position vacant more than 30 calendar days, the penalty shall be equivalent to 100% of the salary and benefits for the affected position.</p> <p>For each position vacant more than 60 calendar days, the penalty shall be equivalent to 150% of the salary and benefits for the affected position.</p> <p>For each position vacant more than 90 calendar days, the penalty shall be equivalent to 200% of the salary and benefits for the affected position. This penalty shall be incurred monthly thereafter for every month the position remains vacant.</p>
No missed fixed-route trips	For each one-way missed trip for all fixed-route services under this contract, a penalty of \$500 shall be incurred.
All vehicles leave the yard on schedule	For each occurrence that a vehicle leaves the yard more than 10 minutes behind schedule, a penalty of \$250 shall be incurred.
Microtransit picks up and drops off passengers on schedule at least 80% of the time	A deduction of \$250 per zone per month that microtransit on time performance falls below 80%.
Pass CHP vehicle inspection every year	A deduction at the rate of Five Thousand Dollars (\$5,000) if the CONTRACTOR fails to pass a California Highway Patrol (CHP) inspection.

Bus stop damage is repaired within five days	A deduction of \$250 per day for each incident where a damaged YoloTD-owned bus stop sign or bus shelter is not repaired or replaced within five days of notification.
No missed ADA Trips	A deduction of \$500 per incident where the CONTRACTOR misses a scheduled trip for ADA Paratransit.
All passengers with mobility devices properly secured	A deduction of \$750 per occurrence where an operator fails to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.
Provide all required reports on time	A deduction of \$500 per occurrence if CONTRACTOR fails to submit a report as required by YoloTD.
Fewer than five valid customer complaints per month	A deduction of \$500 per month if the CONTRACTOR, and/or YoloTD receive five (5) or more customer complaints per month the complaints are found to be valid and preventable by the CONTRACTOR.
All vehicles in service have functioning AC units	A deduction of \$250 per occurrence that a vehicle is in revenue service without a functioning AC unit

Table 2: Proposed Penalties

KPI	Incentive
Pass CHP vehicle inspection every year	An incentive of \$5,000 for each CHP inspection in which a CHP officer fails to identify a single defect or operator record issue. Maximum of one payment per Annual Inspection.
Microtransit picks up and drops off passengers on schedule 90% of the time	An incentive of \$500 per zone per month that microtransit achieves an on-time performance rate of 90% or higher, as validated by YoloTD.
All fixed route buses leave the yard on schedule	An incentive of \$500 per month that all fixed route buses leave the yard on schedule
Yolobus receives zero valid, preventable customer complaints in a month.	An incentive of \$500 per month that Yolobus receives zero valid, preventable customer complaints in a month.
Key management personnel stay in their role for the duration of this contract.	A \$2,000 incentive for every key management personnel to stay in their role for the duration of this contract. Maximum of one payment, at the end of the base contract term.

Zero collisions involving a YoloTD vehicle where vehicle operator is at fault.	An incentive of \$1,000 for every month in which there is no collision involving a YoloTD vehicle where vehicle operator is at fault.
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FISCAL IMPACT

As discussed at the October 2025 Board meeting, the cost of operating Yolobus services are likely to increase significantly over the current contract. The magnitude of these cost increases are not yet known until we ‘test the market’ by receiving bids.

Staff is committed to living within our financial means with this new contract. We have several methods of controlling costs within our overall budget, despite a likely increase in service costs.

The **Price Proposal Template** included in the RFP (see *Appendix D: Price Proposal Template*) is structured to give YoloTD flexibility to adjust service levels without renegotiating the contract.

Specifically, the Price Proposal Template requires all Proposers to provide costs for a range of different transit service levels, from **60% of current service levels to 140% of service levels**.

Relationship to SRTP

Currently, we are in the process of updating the Short Range Transit Plan (SRTP). This federally-mandated plan prescribes any changes in services planned for the next 5-7 years. We are preparing three scenarios for the SRTP:

- **Base Case Service Scenario:** Assumes we have sufficient funding to continue providing services at the same level as today, while absorbing modest cost increases in the new contract.
- **Increased Service Scenario:** Assumes service levels increase as new/expanded funding becomes available at the state, federal or local levels and operations costs increase modestly.
- **Reduced Service Scenario:** Assumes service levels decrease due to sharply higher operations costs and/or reductions in available funds.

All three scenarios will be presented to the Board and approved as part of the SRTP. In the event that it becomes necessary to reduce transit service, the SRTP's reduced-service scenario will provide the roadmap for those service cuts.

REQUEST FOR Proposals (RFP)

FOR

Transportation Services to Operate and Maintain a Public Transportation System



Yolo County Transportation District
350 Industrial Way, Woodland, CA 95776
(530) 661-0816 | YoloTD.org

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1. Request for Proposals

1.1 Invitation

The Yolo County Transportation District (hereinafter “YoloTD”) is seeking Submittals from qualified firms (‘Proposers or Contractors’) to provide operations and maintenance of its YoloBus fixed route bus service, BeeLine microtransit service, and YoloBus Special ADA paratransit service (‘Services’). YoloTD seeks proposals from qualified firms with strong experience in all aspects of public transit operations and maintenance, including experienced personnel.

Subject to the Board of Directors’ approval, YoloTD intends to award a three-year base term contract, with up to two additional two-year option terms, for Services to the successful Proposer. The initial term shall begin on August 1, 2026 and end on July 31, 2029. The successful Proposer will execute an Agreement for Services. Please refer to Appendix B.

1.2 Procurement Schedule

The procurement process schedule follows:

TENTATIVE Timeline for Procurement (Subject to Change)

YoloTD Board Approves RFP	November 17
RFP Issued	November 18
Pre-Proposal Conference and Facility Tour	January 7
Questions Due	Jan 17
Agency’s Response to Questions	Jan 28
Proposals Due	February 6
Interviews	Week of March 2
Contract Award	April 13
Notice to Proceed	April 18
Contract Start Date	August 1

This schedule is tentative and may be changed by YoloTD at any time.

A Mandatory Pre Proposal Conference and Facility Tour will be held on January 7th 2026 starting at 9 am at YoloTD’s facility located at 350 Industrial Way, Woodland, CA.

Inquiry and Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from Proposers regarding the requirements of this RFP shall be directed to Courtney Williams, Senior Planner, at cwilliams@YoloTD.org

2. Introduction

2.1 About YoloTD

The Yolo County Transportation District (YoloTD) is a public agency responsible for providing and coordinating transportation services within Yolo County, California. It aims to enhance mobility,

improve air quality, and support the region's economic vitality by offering a variety of transit options, including local and regional bus services, paratransit, and connections to neighboring transit systems. YoloTD strives to meet the transportation needs of its diverse population, including residents, commuters, and visitors, while fostering sustainability through environmentally friendly practices and ongoing community engagement. The district collaborates with other local and regional transportation organizations to improve accessibility, convenience, and efficiency for all travelers in the region.

Yolo County lies between the Bay Area and Sacramento. Much of the County is agricultural land which produces a variety of fruit, seed, grain, and nut crops. Three highways connect the three major cities in Yolo County: I-5 between West Sacramento and Woodland, SR-113 between Woodland and Davis, and I-80 between Davis and West Sacramento.

Each city is unique with its own role within the community. The City of Davis is a major college town with its own transportation system, Unitrans, which serves the university and surrounding neighborhoods. West Sacramento is on the eastern edge of the County and is located across the Sacramento River from downtown Sacramento. This community is primarily mixed industrial and suburban, and is home to Sutter Health Park, currently the temporary home of the Athletics major league baseball franchise. The City of Woodland is suburban and has expanded from an agricultural community to a bedroom community for Davis and Sacramento. The rest of the county is very rural with a few small towns and cities dotted along the key highways including Winters, Knights Landing, and Esparto. I-505 connects Dunnigan and Winters to Vacaville in Solano County, a key connection to destinations outside of Yolo County.

2.2 YoloTD Services

YoloTD operates both fixed-route bus service and two demand response services: the Yolobus Special and Yolobus BeeLine.

Fixed Route: Yolobus fixed route service is composed of 13 bus routes that fall into three service tiers.

- Local: Six bus routes provide local service within two cities: Routes 37, 40, 41, and 240 serve West Sacramento while Routes 211 and 212 serve Woodland.
- Intercity: Three routes provide all day service between cities in Yolo County: Route 138 (aka Causeway Connection) provides service between UC Davis and the UC Davis Medical Center in Sacramento, Route 42 A/B provides service between Woodland, Davis, West Sacramento, Sacramento and the Sacramento Airport, and Route 215 provides service between Woodland the Cache Creek Casino Resort.
- Express: Five express Yolobus routes provide peak hour service. Routes 43, 43R, 44 and 230 provide service between Davis and Sacramento, and Route 45 provides service between Woodland and Sacramento.

Demand Response: YoloTD also operates two demand response services: Yolobus Special, the ADA paratransit service complementing Yolobus fixed-route service and the BeeLine, YoloTD's microtransit service.

Yolobus Special: The ADA paratransit service for Yolobus fixed route service. Service is provided within a ¾ mile of Yolobus fixed route service and to select medical destinations in Sacramento and Vacaville. Service is requested by phone and must be reserved at least one day or up to seven days in advance; there is limited ability to service same-day reservations as capacity allows.

BeeLine: YoloTD's microtransit serves four different communities in Yolo County. Trips are booked on demand as needed using either the BeeLine by Yolobus smartphone app or by calling a phone number. Passengers select their pickup and drop-off points at designated stops in each service area and then select when they want to ride. Service is provided in:

- Winters: within Winters and to selected stops in Davis and Vacaville
- Woodland: within Woodland to and from designated stops
- Yolo: within Yolo and to and from Woodland
- Knights Landing: from Knights Landing to and from Woodland and within Knights Landing

The map below illustrates YoloTD's services by geography. Tables 1.2b and 1.2c shows the gate-to-gate hours and miles of fixed route service, and hours of microtransit service.

YoloTD is currently in the process of finalizing a short range transit plan, as described in Section 1 of the scope of work. Significant changes to existing fixed route service and some limited reductions in microtransit service are envisioned. These will be implemented in phases over the duration of this contract, beginning in November 2026. All SRTP implementation will be conducted in close coordination with the Contractor, as detailed in Section 1 of the Scope of Work.

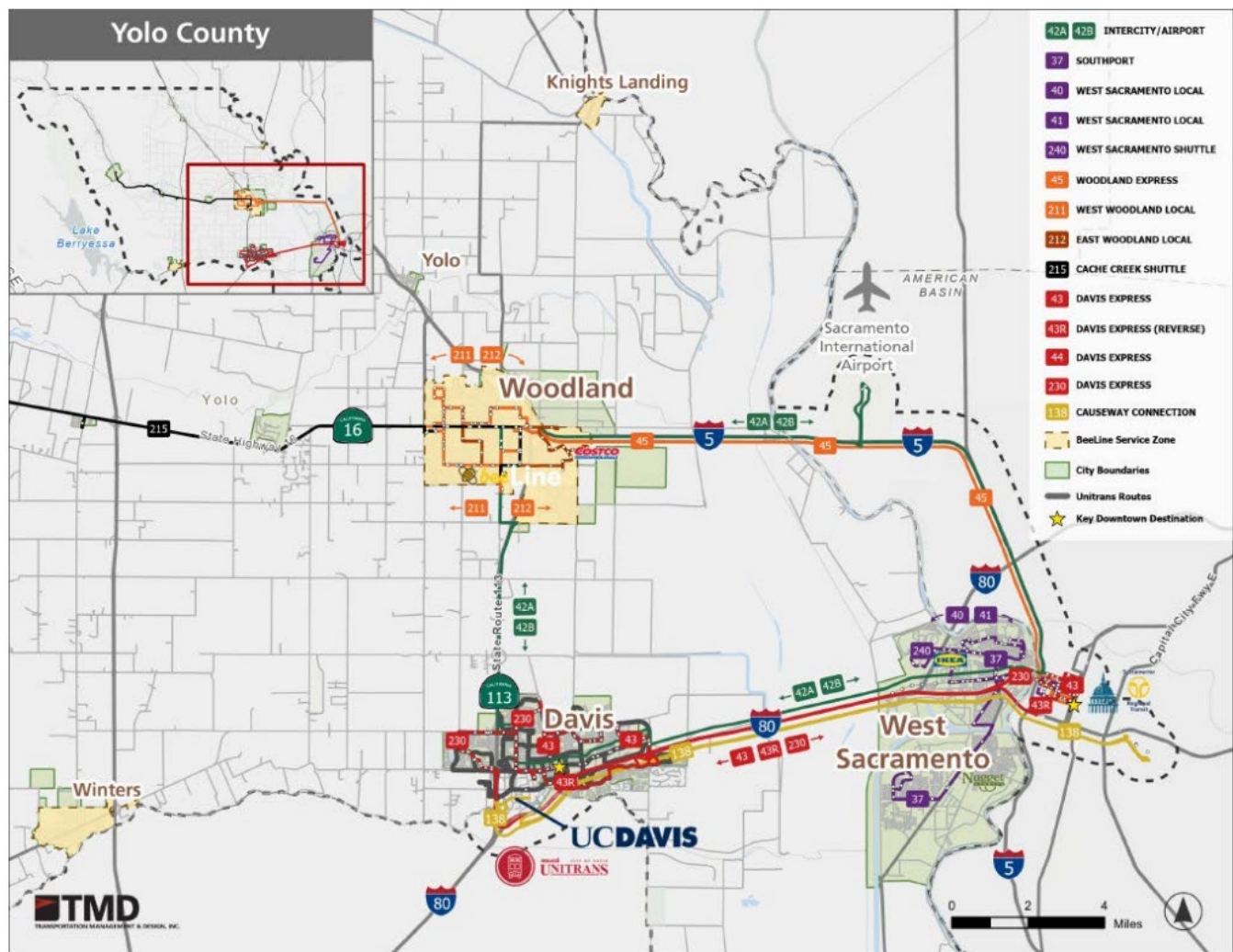


TABLE 1.2B. FIXED-ROUTE SERVICE HOURS AND MILES

Route	Operating Days	Budgeted FY 24-25			Adopted FY 25-26			Change	
		Trips	Hours	Miles	Trips	Hours	Miles	Hours	Miles
42A	MON-FRI	54	44,303	1,106,888	54	44,445	1,041,535	0%	-6%
42B	SAT-SUN								
37	MON-FRI	13	3,911	51,435	13	3,911	58,330	0%	13%
	SAT-SUN	0			0				
40	MON-FRI	17	5,487	63,884	17	5,529	62,373	1%	-2%
	SAT	11			11				
	SUN	9			9				
41	MON-FRI	14	3,347	37,951	14	3,640	41,586	9%	10%
	SAT	0			0				
	SUN	0			0				
240	MON-FRI	14	4,899	54,487	14	4,949	57,219	1%	-2%
	SAT	12			12				
	SUN	10			10				
45	MON-FRI (AM Trip)	1	837	23,095	1	837	23,720	0%	3%
	MON-FRI (PM Trip)	1			1				
211	MON-FRI	15	5,144	68,036	15	5,144	66,616	0%	-2%
	SAT	12			12				
	SUN	11			11				
212	MON-FRI	14	4,988	77,833	14	4,902	65,175	-2%	-16%
	SAT	14			12				
	SUN	11			11				
215	MON-SUN (Westbound)	12	10,135	253,383	12	8,614	255,055	-15%	1%
	MON-SUN (Eastbound)	12			12				
43	MON-FRI (AM Trip)	3	3,366	73,428	3	3,025	74,673	-10%	2%
	MON-FRI (PM Trip)	3			3				
43R	MON-FRI (AM Trip)	1			1				
	MON-FRI (PM Trip)	1			1				
44	MON-FRI (AM Trip)	3	2,784	57,062	3	3,095	70,812	11%	24%
	MON-FRI (PM Trip)	3			3				
230	MON-FRI (AM Trip)	3	3,135	67,225	3	2,809	70,835	-10%	5%
	MON-FRI (PM Trip)	3			3				
138	MON-FRI	14	4,355	96,695	14	4,355	100,541	0%	4%
Total		291	96,690	2,035,402	289	95,253	1,988,468	-1%	-2%

TABLE 1.2C. DEMAND RESPONSE - MICROTRANSIT (BEELINE) SERVICE HOURS

Jurisdiction	Operating Days	Operating Times	Budgeted FY24-25		Adopted FY25-26		Change	
			Vehicles	Hours	Vehicles	Hours	Vehicles	Hours
Woodland	Mon - Thur	7:00am-7:00pm	4	18,999	4	18,626	0	(374)
	Fri	7:00am-11:00pm						
	Sat	9:00am-11:00pm						
	Sun	8:00am-7:00pm						
Winters	Mon - Fri	7:00am-7:00pm	2	6,951	2	5,696	0	(1,255)
	Mon - Fri	7:00am-11:00am						
	Mon - Fri	3:00pm-6:00pm						
	Sat	7:00am-7:00pm						
	Sun	No Service						
Knights Landing	Mon - Fri	7:00am-7:00pm	2	6,423	1	3,913	(1)	(2,510)
	Sat	No Service						
	Sun	7:00am-7:00pm						
Total		251 Weekdays 52 Saturdays 62 Sundays/Holidays	8	32,373	7	28,234	(1)	(4,138)

2.3 Description of Fleet

YoloTD currently has a total fleet of 80 vehicles. The fleet includes:

Fixed Route vehicles

- 16 Orion city buses (40' CNG, 2008)
- 25 Gillig city buses (40' CNG, 2016, 2018, 2019 & 2025)
- 5 MCI over the road coaches (45', diesel, 2010)
- 6 Proterra city buses (40', battery electric, 2019, all currently non-operational)

Paratransit Vehicles

- 9 El Dorado Aero cutaway vehicles (diesel, 2016)
- 3 Glaval cutaway vehicles (gasoline, 2019)

Microtransit Vehicles

- 4 Ford Transit vans (gasoline, 2023)
- 4 Dodge Promaster vans with wheelchair lifts, (gasoline, 2023)

Maintenance/Support Vehicles:

- 2 service trucks (gasoline, 2012, 2022)
- 1 Kbar Utility Equipment (2011)
- 2 Ford escapes (gasoline, 2016)
- 1 GEM electric shop vehicle (Electric, 2014, non operational)
- 1 Toyota Sienna van (gasoline, 2020)
- 1 Dodge Ram cargo van (gasoline, 2014)

2.4 Description of Facilities Maintained by Agency

YoloTD owns a Operations, Maintenance and Customer Service facility located at 350 Industrial Way Woodland, CA 95776

Additionally, YoloTD leases a satellite bus yard located at:
540 Harbor Blvd. West Sacramento, CA

A description of both facilities and the equipment therein can be found in the Scope of Work.

Additionally, YoloTD owns some bus shelters and signage within its service area, while other bus shelters are owned and maintained by other transit providers (eg Unitrans and Sacramento Regional Transit) and jurisdictions.

3. Proposal Requirements

To enhance the comparability and facilitate evaluation, all Proposals must be organized as follows:

1. Letter of Interest (*2 page maximum*)
2. Qualifications and Experience of the Firm
3. Thoroughness and Comprehensiveness of the Proposer's Understanding and Approach to the Project
4. Qualifications and Competence of Key Personnel
5. Clarity and Reasonableness of Price Proposal
6. Retention and Recruitment of Qualified Workforce
7. Creative/Innovative Solutions for Maximizing Service and Efficiency
8. FTA Certifications
9. Offer and Acceptance Form

More details about each section of the proposal requirements are below.

3.1 Letter of introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed key personnel.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement; and must clearly state that they are able to meet the insurance requirements as set forth in Appendix E, Insurance Requirements.

Proposers must also state in writing that they agree to be bound by their proposal for 210 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest. If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

3.2. Qualifications & Experience of the Firm

Proposers shall provide a clear, concise explanation of the proposer's qualifications and capability to satisfy the requirements of this RFP and the Contract for Fixed Route, Complementary Paratransit, and Microtransit Services with information, including but not limited to information relating to demonstrated competence and experience, financial resources, position hierarchy and position list, and general business strength and stability as well as other information as specified required in this RFP.

This should include:

- a. Provide a brief profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, and sole proprietorship), number and location of offices, licenses held, number of employees.
- b. Provide a general description of the firm's financial condition. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete the project.
- c. Provide audited financial statements for the most recent three (3) years.
- d. Describe the firm's experience in providing similar services to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- e. Describe the capabilities of your firm's centralized technical and advisory staff. Highlight the firm's capabilities in the area of labor relations and collective bargaining. Provide an outline of services that would be available for the System.
- f. Identify subcontractors, if any, by company name, address, contact person, and telephone number and project function. Provide the same information for each subcontractors as requested above, and describe any experience working with each subcontractor.
- g. In addition, for each reference cited as related experience, furnish the current name, title, address, email address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The PROPOSER may also supply references from other work not cited in this section as related experience. Listing of references shall include a detailed description of the work performed for the client referenced. PROPOSER must provide, as a minimum, five (5) references, but no more than ten (10).
- h. List each of the transit systems managed and/or operated by the firm that have been discontinued over the past five years. Please explain why each of the contracts was discontinued.
- i. Provide a summary of experience with activities in the following areas for a minimum of three properties you have managed:
 - Facility management and maintenance;
 - labor relations and contract negotiations;
 - National Transit Database (NTD) reporting;
 - Knowledge of federal regulations and guidelines used by FTA;
 - Computerized inventory and MIS systems;
 - ADA familiarity and experience;
 - Communications systems;
 - Meeting safety & security requirements relative to 49 CFR Part 655;
 - FTA Procurements
 - Vehicle preventative maintenance program
 - Facilities preventative maintenance program

3.3. Thoroughness and Comprehensiveness of the Proposer's Understanding and Approach to the Project

- a. Proposers shall provide an explanation of how they will successfully perform the desired services and meet the unique needs and challenges of YoloTD's operation including:
- b. Outline your firm's approach to the work identified in Appendix A, and describe how this approach will meet YoloTD's needs, address challenges and capitalize on opportunities for improvement.
- c. Provide an organization chart showing the proposed team composition.
- d. Identify any and all of the services listed in Appendix A, Scope of Services for which Proposer intends to subcontract, including the intended subcontractor's name, location, key personnel, and their qualifications.
- e. For the Transition and Start-Up Phase, list the key steps and describe the approach associated with each.
- f. Include all the necessary safety and security certifications and requirements, hiring and training staff, providing tools and supplies not provided by YoloTD, Quality Assurance and Quality Control (QA/QC), approach to reporting requirements, coordination with YoloTD and third parties, and all other essential areas.
- g. Provide drafts of the following plans:
 - h. Transition and startup plan,
 - i. Maintenance Plan,
 - j. Operations Plan for Fixed Route, Microtransit and ADA Paratransit,
 - k. System Safety Plan,
 - l. Emergency Response Plan,
 - m. Communications Plan,
 - n. And a list all other Plans required to operate the system.
- o. Examples of some or all of these plans from other operating properties, with the permission of such properties, may be provided instead with a general description of how such examples would apply or would need to be modified for YoloTD.
- p. 7. Provide other documentation, examples, narratives, or other descriptions of the key factors to a successful implementation and on-going service for YoloTD services.

3.4 Statement of Qualifications and Competence of Key Personnel

Proposers shall provide a statement summarizing the qualifications and competence of key personnel. Six key positions are of specific concern to YoloTD and are considered Key Personnel:

- General Manager
- Operations Manager
- Safety Manager
- Training Manager
- Fleet and Facilities Maintenance Manager
- Human Resources Manager

This information must include sufficient evidence satisfactory to demonstrate that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Work.

- a. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.
- b. Each Proposer must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.
- c. Provide three (3) references, with complete contact information including email address, of current or past clients for which the proposed General Manager has managed passenger transit services.
- d. Provide at least one (1) but no more than three (3) references, with complete contact information of current or past clients for which the proposed Operations, Human Resource, Training and Maintenance Manager(s) has/have managed or assisted in the management of passenger transit services.
- e. Describe the experience and capabilities of the proposed Safety Manager, and provide at least two (2) references, with complete contact information including email address, of past clients for which the person provided similar services.

Proposers must not submit managers for consideration unless these individuals are expected to be available for the entire contract period on a full-time basis. These individuals must also be available for interviews during the selection process. Also, these individuals shall perform no other work during the contract's period of performance, and thus solely work on this contract. YoloTD reserves the right to reject management candidates for the positions listed above without nullifying a Proposer's proposal.

If the Proposer desires any modifications to the management structure described in this section, the Proposer must clearly describe the proposed modifications in its proposal and the Cost Proposal Form(s).

3.5. Clarity and Reasonableness of Price Proposal

Proposer should complete all required cells on all tabs in the attached price proposal template spreadsheet (Appendix D). The Proposer may also provide a price proposal narrative to accompany the spreadsheet.

3.6. Retention and Recruitment of Qualified Workforce

As required by California Labor Code Section 1072, describe whether your firm will rehire all existing employees for no less than 90 days.

The Draft Collective Bargaining Agreement for YoloTD is attached as Appendix F. The Proposer should describe specific aspects of the Collective Bargaining Agreement which Proposer intends to significantly change, through negotiations, if any.

Please describe any incentive, motivational, or awards programs Proposer intends to implement to enhance workforce recruitment and retention.

Provide a minimum of 2 samples of a transition to a transit contract with an existing workforce.

3.7 Creative/Innovative Solutions for Maximizing Service and Efficiency

Describe how your firm would propose to reduce costs, improve efficiencies, and provide quality system operation while maintaining current service levels and operate within adopted budgetary limitations.

Describe creative/innovative methods for achieving these efficiencies while delivering high-quality and potentially enhanced services.

Provide examples of how the Firm has brought innovation in the following areas specifically, and any other areas as appropriate:

- Technology Innovation
- Industry Best Practices
- Team Communication

4. Procurement Process

4.1 Submission of Proposals

Proposals shall be sent electronically to Courtney Williams, Senior Planner, at cwilliams@YoloTD.org before the submission deadline. The YoloTD email system does not accept attachments larger than 10 MB. If your Proposal is near this size or greater, please provide link to a shared drive where they can be downloaded:

Transportation Services to Implement, Operate and Maintain a Public Transportation System
Yolo County Transportation District
Attn: Courtney Williams, Senior Planner
350 Industrial Way
Woodland, CA 95776

Note: YoloTD staff work hybrid schedules. Please send inquiries via e-mail.

4.2 Questions, Clarifications and Addenda

All Questions and/or Requests for Clarification must be submitted in writing to Courtney Williams, Senior Planner, at cwilliams@YoloTD.org. YoloTD's written response to Questions and/or Requests for Clarification will be posted on our website. Please refer to the solicitation timeline in this RFP for date and time deadlines.

YoloTD reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP will be described in written addenda. It is the Proposers' responsibility to monitor YoloTD's website on a regular basis. Only signed addenda, issued by YoloTD's authorized personnel, are binding. Proposers are required to acknowledge receipt of all addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals. Proposer's failure to acknowledge in its proposal receipt of addenda may, at YoloTD's sole option, cause the proposal to be rejected.

If YoloTD determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that YoloTD determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

4.3 Cost of Proposal Development

The cost of proposal development will be the sole responsibility of the Proposer and will not be the responsibility of YoloTD.

4.4 Amendment and/or Postponement

YoloTD reserves the right to postpone, for its own convenience, the deadline for receiving Submittals. Further, YoloTD reserves the right to unilaterally revise or amend the scope of work up to the time set for receiving Submittals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Proposers and a copy will be posted on YoloTD's website. The deadline for Submittals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for Proposals. Proposers are requested to acknowledge receipt of all addendums as part of the Proposals. Failure to acknowledge an addendum will not automatically disqualify a Proposer, but failure to address any changes in the Proposal may lead to a lower score than would otherwise be the case. Any Proposers whose Proposal has already been sent to YoloTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their Proposal.

4.5 Evaluation and Selection Process

Responsiveness

For Proposers to be considered for the Contract, Proposals must be responsive to the RFP, and YoloTD must be able to determine that the Proposers can perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposers may, at any time after the submission of the Proposals, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposers. Refusal to provide requested information may result in the Proposers being declared nonresponsive and disqualified.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposers has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YoloTD is under no obligation to entertain or accept any such specific exceptions.

YoloTD will accept Proposals that offer exceptions to YoloTD's general terms and conditions. YoloTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YoloTD and a Proposer fail to come to acceptable terms, that Proposer shall be eliminated from consideration for contract award.

YoloTD will evaluate all Proposals submitted for this project.

4.6 Evaluation Criteria

All Proposals will be initially evaluated and ranked by the Evaluation Committee based on the weighted evaluation criteria in Table 1.

Evaluation Form

Each member of the Evaluation Committee shall complete an evaluation form for each Proposal submitted. The final rating for each Proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

Table 1: Evaluation Criteria

	Evaluation Criteria	Max Points
1	Qualifications and Experience of the Firm	20

	<p>The overall quality and extent of the Proposer's experience in fixed-route operations and its demonstrated capability and performance with similar projects, including the Proposer's track record of success in the following areas:</p> <ul style="list-style-type: none"> • On-time performance and service reliability • Safety record • Recruitment and retention of managers and front-line workers • Maintenance performance • Demonstrated ability to consistently meet or exceed key performance indicators (KPIs) • Knowledge of and demonstrated compliance with applicable federal, state and local laws and regulations <p>Years and breadth of experience providing public similar transportation services, particularly in California</p> <p>References from other government agencies with similar transit operations and priorities.</p> <p>Demonstrated collaborative, responsive approach in working with clients to adapt to changing needs and conditions.</p> <p>Possession of appropriate professional licenses and sufficient financial strength to perform all aspects of the work</p>	
2	<p>Thoroughness and Comprehensiveness of the Proposer's Understanding and Approach to the Project</p> <p>Each of the required plans demonstrates the Proposer's understanding of the RFP and describes how Proposer will work with YoloTD in delivering the services effectively. The combination of these plans demonstrates the Proposer has the willingness and understanding to provide high quality services.</p> <ul style="list-style-type: none"> • Sufficiency of operations plan, staffing plan and other resources to deliver high-quality performance; • The quality and suitability of the Proposer's maintenance plans and programs for YoloTD vehicles, facility, and equipment; • The quality and feasibility of the Proposer's transition plan to facilitate a smooth transition; • The quality and suitability of the Proposer's safety and emergency response plans; • The quality and suitability of all other required plans. 	20
3	<p>Qualifications and Competence of Key Personnel</p>	20

	<p>The skills, experience and quality of the Proposer's Key Personnel, as well as regional/corporate resources to augment the capability of local management team.</p> <p>This includes:</p> <ul style="list-style-type: none"> • The level of prior experience and competency of the proposed management team; • The commitment of the Key Personnel to the Project; • The Proposer's approach to management of the services; • The Proposer's plan for using regional/corporate resources to enhance the services it provides for YoloTD; • The Proposer's approach to retention of key personnel and filling vacancies, should need arise. <p>This factor may include a review and consideration of client references and past performance for the proposed management team.</p>	
4	<p>Clarity and Reasonableness of Price Proposal</p> <p>Consider proposed pricing in conjunction with Proposer's technical proposal, in comparison to other price proposals received and YoloTD's projected funding availability.</p> <p>YoloTD is interested in the most cost-effective proposal at the best possible price rather than merely the low bid.</p> <p>In addition to achieving the best possible balance between cost and service outcomes, YoloTD also seeks the greatest possible transparency in pricing. Proposals will be evaluated on the clarity, openness and transparency of their cost proposals.</p> <p>Price proposals will be evaluated as to whether they:</p> <ul style="list-style-type: none"> • Fully support all cost elements and provide detailed justification for all cost drivers. • Identify any assumed operating efficiencies, market conditions, and specific cost controls that if not fully realized would render the price proposal unsustainable. 	20
5	<p>Retention and Recruitment of Qualified Workforce</p> <p>As required by California Labor Code Section 1072, proposers must state whether or not they will retain the employees of the prior contractor for a period of not less than 90 days and honor existing collective bargaining agreements. 10 points shall be granted to all proposers that agree to this.</p> <p>Up to 5 additional points shall be awarded for proposals that demonstrate innovative and effective strategies to recruit and retain a qualified workforce at all levels of the organization.</p>	15

6	Creative/Innovative Solutions for Maximizing Service and Efficiency Proposal includes creative/innovative methods for achieving cost-efficiency while delivering high quality and potentially enhanced services. These may include but are not limited to: a. Technology Innovation: The Proposer’s ability to integrate advanced technologies to improve service efficiency, reliability, and customer satisfaction. This includes the use of real-time data analytics, predictive maintenance systems, and advanced scheduling software. b. Industry Best Practices: The Proposer’s implementation of industry best practices in transit operations and maintenance. This should encompass strategies that have been successful in similar transit agencies and can improve service delivery. c. Communication Plan: The Proposer’s plan to establish a robust communication system for frontline employees. This should include a methodology that allows employees to easily submit requests, provide feedback, and access important information	5
	Total Possible Points	100

4.5 Interviews, Best and Final Offer, and Negotiations

A shortlist of Proposers may be selected based on the how their proposals are rated by the Evaluation Committee. YoloTD at its discretion may interview the shortlisted Proposers or all Proposers.

YoloTD staff will negotiate with selected Proposers upon selection notification.

YoloTD may request a Best and Final Offer (BAFO) from one or more Proposers. The best and final offer will contain all information and documents necessary to state the Proposer’s entire Proposal without reference to the original Proposal or to any supplements that may have been submitted during negotiations.

Contract Award

Award will be made to the responsible firm upon successful negotiations. If terms cannot be reached, YoloTD reserves the right to withdraw from negotiations and select the next most qualified Proposer.

4.6 General Terms and Conditions

Submission of a Submittal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFP and subsequent contract negotiations.

Upon offer acceptance, and upon contract award to the successful Proposers, this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together

with the contract shall collectively constitute the contract documents. Proposer warrants those employees who participate in this project will be compensated in accordance with the law.

Appendix A: Scope of Work

1. YoloTD Duties and Responsibilities

1.1 Planning Documents and Activities

Short Range Transit Plan: YoloTD is currently in the process of updating its Short Range Transit Plan (SRTP). This new SRTP will replace both the prior SRTP (2014) as well as the 2021 Comprehensive Operations Assessment, known as YoloGo. The updated Plan is slated for adoption in early 2026 and will be phased in over time. No changes to the current service are envisioned prior to January 2027. More information about the plan is available here: <https://yolotd.org/planning-projects/transit/24-31-srtp/>

Zero Emission Bus Transition Plan:

In 2023, the YoloTD Board adopted the Zero-Emissions Bus Rollout Plan, which identifies the path to achieve full zero-emissions status by 2034. The Plan is available for review at https://yolotd.org/wp-content/uploads/2023/08/2023-06_Zero-Emission-Bus-Rollout-Plan.pdf

The plan identifies battery electric technology as the preferred zero-emission technology for YoloTD; We currently have six (6) Proterra buses and three installed chargers. Two additional BEV buses (Gillig) have been ordered and YoloTD is actively seeking funding to continue expanding its BEV fleet. It is expected that the Contractor's training and workforce recruitment programs will include a focus on operating, maintaining and servicing battery electric vehicles.

1.2 Summary of YoloTD Roles and Responsibilities

YoloTD will provide specified capital assets, supplies and functions relating to the administration, planning and operation of the transit system including overall general management, marketing and public outreach, customer information, planning and scheduling of routes, real time information feeds, farebox revenue counting and reconciliation.

1.3 Capital Equipment (Vehicle-Related) Provided by YoloTD

Transit vehicles and related heavy equipment (as described in RFP Introduction)

- Revenue service transit vehicles
 - Non-revenue service vehicles for both Operations and Maintenance functions (including shift change)

- Bus Lifts
- Bus Wash
- Tire Balancer
- Fork Lift
- Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) system (and related components)
 - AVL equipment (Rangers)
 - Mobile Radio Unit or Cell based communication system
 - Automatic Passenger Counting (APC) system
 - Audio and visual vehicle annunciation system
 - On-bus cellular network and routers
- Electronic fareboxes and related equipment, including GenFare fareboxes, Connect Card readers. RFID tap-to-pay readers (Kuba) and mobile payment validation readers (Masabi) anticipated to be installed before August 1, 2026 or shortly thereafter.
- Digital Surveillance Systems – YoloBus installs surveillance systems IDS and Apollo on its vehicles
 - Up to 8 digital cameras are placed on each bus that record to a hard drive.
 - All buses that have this system are equipped with panic buttons that are tied directly into the AVL system.
 - Emergency alarms
- RideCo microtransit app-based ride booking system and tablet computers

Additional vehicle equipment:

- Schedule racks for transit vehicles
- All decals and logos for vehicles
- Vehicle licensing and registration
- Bike racks for all vehicles

1.4 Passenger Amenities, Street Signage, and Services Provided by YoloTD

- Bus stop signage, necessary bracketing and poles
- Passenger shelters, benches and schedule holders and schedule inserts
- Trash receptacles
- Real-time signs
- Major parts for bus stops and shelters. Major parts constitute:

- Panels (glass, plexiglass)
- Support posts/beams
- Roof materials
- Other similar materials
- Decals and logos

1.5 Operations, Maintenance and Customer Service Facilities and Services Provided by YoloTD

- Operations, Maintenance and Customer Service facility located at:

350 Industrial Way
Woodland, CA 95776
- Satellite bus yard located at:

540 Harbor Blvd
West Sacramento, CA
- YoloTD will provide the following at the main operations, maintenance and customer service facility (as in place on August 1, 2026):
 - Heavy equipment and tools (excess of \$10,000), including lifts and bus wash
 - Fueling infrastructure including CNG, diesel and battery-electric vehicle chargers
 - Office and break room furniture, vending machines and appliances (as in place on August 1, 2026)
 - Customer service equipment including point of sale system and cash register.
- YoloTD is responsible for all construction, major repairs and non-routine maintenance of all facilities and heavy equipment except in cases where major repairs are necessary due to acts of negligence or gross incompetence on the part of the CONTRACTOR.
- YoloTD pays for the following utilities directly:
 - Water/Sewer
 - Electricity
 - Gas

1.6 IT equipment and services and utilities provided by YoloTD

YoloTD will provide the following:

- Facility security systems including cameras, alarms

- RFID gates and badge-entry system on all exterior doors.
- ITS infrastructure and server storage for YoloTD owned systems.
- Some internet and wi-fi services for dedicated technologies.
- Radio communications system for operations staff
- Telephone communications system
- Mobile cellular tablets for operations staff for BeeLine microtransit
- UC Davis gate pucks
- Desktop computers
- YoloTD will provide a one-time training of CONTRACTOR's supervisory and dispatch staff on all agency-owned software programs and tools used directly by the CONTRACTOR. This excludes any CONTRACTOR-specific software programs not owned outright by YoloTD. Subsequently, the CONTRACTOR will be required to submit to YoloTD a "Train the Trainer" program, which ensures that all new employees are adequately trained on the use of the various systems, and that employees receive refresher training on a recurring basis, including quarterly training for all end users.
- YoloTD shall retain ownership of data entry to the CAD/AVL system, including, but not limited to: Schedules, routes, patterns, blocks, vehicles, GTFS feed, etc.
- YoloTD shall be responsible for monitoring the quality assurance and quality control of the above information and how the systems interpret this data. To assist YoloTD with these responsibilities, CONTRACTOR must operate the service in accordance with established operating parameters. CONTRACTOR shall assist YoloTD with problem-solving and strategizing of how to best repair data issues to any extent practicable.
- YoloTD will provide the CONTRACTOR with the use of TripSpark CAD AVL system manufactured by Volaris/Constellation Software Inc, which is designed to improve system communications; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to assist in the calculation of Revenue Miles and Hours operated, to provide more accurate and timely information and data on system and CONTRACTOR performance; to manage service disruptions, including planned and unplanned detours.
- IT functions not provided by YoloTD include: all equipment and support for CONTRACTOR-specific functions including invoicing, employee tracking, and other related matters.
- YoloTD will supply the required network infrastructure for the CONTRACTOR to implement a local area network (LAN), separate from YoloTD's on-site network, for

the purpose of conducting CONTRACTOR-specific business functions. All CONTRACTOR-owned computers must be placed on the CONTRACTOR's designated network. The CONTRACTOR may not add any equipment to the YoloTD network.

- YoloTD assumes responsibility for managing the basic information technology (IT) infrastructure. CONTRACTOR is responsible for supplying and maintaining any systems that they may require for records/payroll/time reporting, etc. and the internet connection.
- YoloTD assumes responsibility, for desktop support, phone support, network support, access to domain, access to facility cameras, cyber security system, 3rd party software install, troubleshoot and removal (for software that YoloTD purchases and requires Contractor to use), through the Freshdesk ticketing system.
- YoloTD assumes responsibility on buses for troubleshooting Connect Card 1.0, Connect Card 2.0, Automatic Vehicle Locating (AVL) system on buses, AVL server system, maintaining Masabi, on-bus camera systems, on-bus cellular network, updating headsigh messages, maintaining headsigh software, automatic vehicle counter (APC) software, APC configuration, Genfare Server, Updating Genfare fare sets.

1.7 Service Planning and Coordination

YoloTD seeks to partner cooperatively with the CONTRACTOR in all phases of the ongoing development of practicable, high-quality routes and schedules.

YoloTD will be responsible for the following service planning functions:

- Long and short range operating and capital planning (including fleet plans.)
- Service planning and route design, including updates to timetables and stop locations.
- Coordination with member jurisdictions regarding siting bus stop locations, handling potential traffic issues and detours associated with construction impacts to routes or bus stops.
- Updating CAD/AVL (Streets) when new service changes take effect
- CONTRACTOR will develop and implement run cuts/paddles subject to oversight and review by YoloTD. More detail on run-cutting is included in Section 2.12 of this Scope of Work.
- YoloTD will rely on the CONTRACTOR's input when determining safe bus stop locations and shall incorporate CONTRACTOR feedback into planning decisions.

- YoloTD will provide materials and information related to service changes or special programs to the CONTRACTOR.

1.8 Marketing & Public Information

- YoloTD will be responsible for design and printing of all customer information and public outreach materials, customer information brochures, and other marketing brochures, tickets, passes, and customized route and stop information at passenger stops, shelters and stations.
- YoloTD will supply on-board marketing materials (bulkheads or car cards) for installation and removal regularly by CONTRACTOR.
 - The CONTRACTOR is expected to install and remove on-board materials in a timely manner.
- YoloTD will provide printed customer information brochures and timetables to be provided to customers, free of charge, inside service vehicles and the customer service office.
 - The CONTRACTOR is expected to regularly check and refill brochures and timetables in all in-service vehicles and customer service center.

1.9 Liability and Physical Damage Insurance

YoloTD currently maintains general liability and physical damage insurance coverage under the California Transit Insurance Pool (CalTIP). YoloTD will continue to maintain general liability and physical damage insurance on all YoloTD-owned vehicles and property. Contractor is responsible for a deductible of \$5,000 for all vehicles for physical damage.

YoloTD currently has a Self-Insured Retention (SIR) of \$25,000 for general liability; claims above this level up to \$10 million are covered by CalTIP, amounts up to the \$25,000 SIR and claims over \$10 million shall be covered by the Contractor.

YoloTD's claims-adjuster expenses are handled by CalTIP, and this arrangement will continue under the new contract. Any collection of monies from other insurance due to the fault of another party will be reimbursed to Contractor to the extent Contractor has actually paid for, and provided written evidence, such amounts pursuant to its obligations stated in the previous two paragraphs to pay for costs falling within YoloTD's SIR and deductible limits.

CONTRACTOR is expected to maintain separate insurance as defined in the sample agreement in Appendix E: Insurance Requirements.

1.10 Contract Oversight

YoloTD's Executive Team and the CONTRACTOR's General Manager will meet weekly to discuss trends and communicate high-level issues and concerns.

YoloTD Operations Staff and CONTRACTOR will meet **monthly** at a minimum to discuss operational performance, risk mitigation for identified hazards, upcoming service changes, analyze trends and to and propose and initiate innovative and effective strategies to improve customer experience and employee safety and retention.

While YoloTD may not direct the CONTRACTOR with respect to human resource policy or any progressive discipline processes, CONTRACTOR must be diligent in an oversight program that ensures that the CONTRACTOR adheres to all of YoloTD's policies.

1.11 Farebox Revenue Accounting

- YoloTD will provide electronic fareboxes, vaults and probes.
- YoloTD will be responsible for farebox revenue accounting. YoloTD shall count cash, coins, tickets and miscellaneous items that have been deposited into fareboxes. YoloTD will prepare deposit slips and secure armored truck to transport deposits to bank.
 - CONTRACTOR shall remove fareboxes from YoloTD buses and empty their contents into secure revenue storage units at least three times per week.

2. CONTRACTOR Duties and Responsibilities: Operations

2.1 Summary of CONTRACTOR Duties for Operations

CONTRACTOR will provide transit bus services as specified by YoloTD. Fixed route service shall be operated in strict accordance with timetables published by YoloTD. Paratransit and microtransit service shall be operated in strict accordance with the policies adopted by YoloTD. CONTRACTOR is expected to review and comment on plans, equipment purchases, operational changes, and related proposals of YoloTD. Additionally, CONTRACTOR is expected to advise YoloTD on suggestions that will improve service effectiveness, efficiency, and/or safety.

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, management, and supplies necessary therefore, as required under this

Agreement. The CONTRACTOR shall be responsible for the operation of all Revenue and Non-Revenue Vehicles, plus spare vehicles, and for all other labor, insurance and supplies required to operate services under this Agreement, except where otherwise specified.

2.2 Required Operations Plan The CONTRACTOR will be responsible for developing and implementing an operations plan and procedures for fixed route, paratransit and microtransit within 60 days after Notice to Proceed and must present them to YoloTD for review and approval.

2.2.1 Fixed Route Service

The CONTRACTOR shall be responsible for operating YoloBus local, express and intercity bus services. Yolo County and neighboring areas. YoloBus runs through the cities of Davis, West Sacramento, Winters, Woodland, and downtown Sacramento with stops at popular destinations such as UC Davis, Sacramento International Airport (SMF), UC Davis Medical Center, Sutter Health Park, and Cache Creek Casino Resort.

2.2.2 Microtransit Service

The CONTRACTOR shall be responsible for operating BeeLine microtransit. BeeLine is a shared transportation service that operates in the space between traditional fixed route transit and ride hailing technology. Beeline operates in three service zones: Woodland, Knights Landing/Yolo (with service to Woodland) and Winters (with service to Davis and Vacaville). Currently, YoloTD uses RideCo software for microtransit operations.

- Operators, dispatchers and customer service representatives are expected to know and operate the service using YoloTD-provided tablets, software and management dashboard for operations.
- Operators are expected to interact with the tablet by accepting rides, driving to the destinations, picking up the riders and safely dropping them off at their destination.
- The service is Curb-to-Curb and operators are expected to drop off and pick up riders at the designated locations designated by the software. Operators are not to deviate from the instructions and driving directions on the Tablet, except in emergency situations or other extraordinary circumstances.
- Road supervisors are expected to utilize the BeeLine management dashboard to monitor operator performance and proactively manage issues with refusing rides, route

deviations, late pickups and missed steps.

- If YoloTD determines that a pattern of chronic refusing rides, late pickups and missed steps exists, YoloTD may direct the Contractor to retrain and/or reassign staff to resolve issues.

2.2.3 Paratransit Service

- YoloTD offers ADA paratransit services to our riders who are unable to utilize our fixed route services due to disability. This service operates primarily within a ¾ mile boundary around the fixed-route bus services.
- Paratransit operators shall provide specialized service to ADA passengers, including boarding assistance, use of a wheelchair lift and appropriate communication using sensitivity training.

2.3 Qualifications for Operators, Dispatchers and Supervisors.

- a) The CONTRACTOR shall assure that all operators and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation of the vehicles, equipment and systems used in the performance of the work, including lifts, fareboxes, video surveillance and CAD/AVL equipment.
- b) The CONTRACTOR shall require each vehicle operator to have and maintain all required California driver's licenses, medical certificates, and other California Department of Motor Vehicles (DMV) and California Highway Patrol (CHP) required driver qualifications.
- c) The CONTRACTOR shall require all personnel who operate a vehicle to adhere to the licensing requirements of the vehicle and the CONTRACTOR's operator training requirements.
- d) The CONTRACTOR shall assure that all employees with responsibilities for the implementation and operation of the CAD/AVL System are fully and adequately trained to carry out those responsibilities. As noted in Section 1.6, YoloTD and/or its CAD/AVL vendor shall provide a one-time "train the trainers" orientation to CONTRACTOR's Dispatch and Supervisory staff, who are then responsible for carrying out additional training of staff as needed.
- e) Vehicle Operators must have the following:
 - i. A valid California driving license for the vehicle they are operating.
 - ii. A minimum of five (4) years licensed driving experience.

- iii. Department of Justice criminal background clearance.
- iv. Completion of CONTRACTOR's driving training program, which shall comply with applicable State and Federal laws and regulations.
- v. Must be 21 years of age
- vi. Operators must also have a valid medical certificate and pass the required drug test
- f) Driver Instructors must have a valid instructor training certificate consistent with "Train-the-Trainer" or other formal training program recognized by the State of California as having met State requirements, in addition to the requirements for a vehicle operator.
- g) CONTRACTOR must have an employee authorized to conduct commercial vehicle license testing by the California Department of Motor Vehicles, within one year of the start of this Agreement.
- h) CONTRACTOR shall not hire or continue to employ as a bus operator if any of the following occur:
 - i. Any person who has been convicted of a crime involving moral turpitude or narcotics within the 10 years immediately preceding consideration of such person for employment or during that person's term of employment with CONTRACTOR.
 - ii. Any person who has been convicted of driving a vehicle recklessly within the 10 years immediately preceding consideration of such person for employment or during that person's term of employment with CONTRACTOR.
 - iii. 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 seven (7) years immediately preceding consideration of such person for employment with CONTRACTOR.
- i) 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, and report incidents of non-compliance to YoloTD

CONTRACTOR will be responsible for training and supervising operators to successfully perform key functions for operation of fixed route, microtransit and paratransit operations.

2.4 Ratios of Dispatchers and Road Supervisors to Vehicles in Operations

CONTRACTOR shall provide the specified minimum number of persons to adequately staff the vehicle scheduling and dispatching functions as follows:

Dispatchers

- 1 full-time equivalent employee (FTE) during any time any bus has blocked time (defined as gate-to-gate), plus a 20-minute wrap on either end
- 2 FTEs during times when the number of blocked vehicles is 35 or more, plus a 20-minute wrap on either end

Road Supervisors

- 1 FTE during times when the number of blocked vehicles is fewer than 35
- 2 FTEs during times when the number of blocked vehicles is 35 or more

2.5 Operator Training Program

The CONTRACTOR shall establish an operator training program that includes the following components.

2.5.1 Initial operator training in accordance with the proposed training program to be developed by CONTRACTOR and submitted to YoloTD within 45 days after Notice to Proceed and which complies with the following requirements.

- All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:
 - Must have at least three (3) years of experience as an instructor.
 - Must possess a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and Verified Transit Training (VTT).
 - All new trainers must be observed instructing and be approved by YoloTD before being used as an instructor.
- Initial Operator Training Initial Operator training shall include Verified Transit Training (VTT) with a minimum of sixty (60) hours of classroom, which includes the following topics:
 - Pre-trip inspection.
 - Map reading.
 - Schedule reading.
 - Farebox, including logging on procedures, fares, transfers, passes, etc.
 - Fare Payment system including but not limited to, (Zippass, Masabi, Connect Card, Kuba Pay and any Sacramento Regional Transit Fares, Unitrans Fares, Capitol Corridor and YoloTD fares.

- Recording NTD information including Bus Number, Route, Run, Trip, Service and Revenue Odometer Readings. Recording any YoloTD reporting requirements.
- On-time performance procedures.
- Detour sheets.
- Bike rack usage.
- Emergency accident and incident procedures and reports.
- Defensive driving.
- Layover and relief procedures.
- Passenger relations, including dealing with the problem passengers.
- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training.
- Specialized microtransit operations training, including use of specialized trip-booking and routing software and tablet.
- Blood borne Pathogens Exposure Control Plan.
- Fatigue management and wellness education
- A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.
- Compliance with federal, state, and local safety regulations

2.5.2 Ongoing Training and Retraining

- All existing vehicle operators who remain in service under this Agreement shall have at least 20 hours of training annually, which shall include refresher courses on safety, defensive driving, sensitivity training, customer service, and other operational policies and program requirements. Such training shall be scheduled to accommodate the work schedule of the existing employees.
- Employees who have had a collision or required retraining as a result of a valid customer complaint within the last 12 months shall be retrained no later than 30 calendar days after the date of the incident or complaint.
- Special retraining shall also be made available for operators who may require it due to a change in bid selection or extended leave of absence

2.6 Pre-Trip Inspections

Per 49 CFR 396 .11 CONTRACTOR's drivers/operators are required to perform a daily pre-trip inspection before taking the vehicle out of the yard or during a street relief, including cycling the wheelchair ramp, air brake systems, and reviewing the tire conditions, mobility securement devices, and the general exterior and interior condition of the vehicle. If the driver is uncertain about the safe operability of the vehicle, the vehicle will be inspected by CONTRACTOR's maintenance department to determine if it is safe to operate. If these defects are related to safety, major mechanical, AVL or the mobility device securement apparatus, the vehicle is to be removed from service, driver assigned a different bus and all repairs must be made prior to placing the vehicle back into revenue service.

CONTRACTOR shall not operate a vehicle that has a defective wheelchair securement device, is missing any component of a wheelchair securement device, or any non-operable component within the AVL system or the Transit Signal Priority (TSP) emitter.

If an operator determines that the wheelchair securement device or AVL system is defective in a particular coach, a different coach must be dispatched.

2.11 Handling Operational Incidents

CONTRACTOR shall develop, implement, and maintain formal written procedures to respond to emergencies and routine problems, which from time to time occur in the course of providing daily transit services. Such occurrences to be addressed include, although are not necessarily limited to: in-service vehicle failures; fixed route buses operating significantly behind published schedule; passenger disturbances; passenger injuries; operator incidents; and vehicle accidents. These procedures shall be submitted to YoloTD no later than 60 days after award of contract and shall be subject to YoloTD approval. YoloTD reserves the right to amend any details of the plan.

2.11 Emergency Operations and Mutual Aid Agreements

YoloTD participates in Yolo County Emergency Operations and may be called upon for emergency operation services in the event of a disaster. YoloTD is also a party to mutual aid agreements with Sacramento Regional Transit, Solano Transit Authority (SolTrans) and Napa Valley Transit Authority (NVTA). YoloTD could be called upon to provide vehicles, drivers, and other manner of support to the areas affected within the County or the mutual aid area. The CONTRACTOR shall furnish staff and capital needs to affected areas as directed by YoloTD and Yolo County Office of Emergency Services personnel.

2.12 Schedule Changes/Runcutting

Fixed Route Services – Subject to availability of funding, major schedule changes are completed at least once annually, and minor service changes are made more regularly (typically coinciding with the fall, spring and summer academic terms). As noted in Section 1.7, YoloTD shall be responsible for the conceptual route creation process including route definition, route pattern, route span of service and headway, bus stop locations, and timepoints; however, CONTRACTOR will confirm with YoloTD staff the general operating conditions for all new services as proposed by YoloTD.

YoloTD staff will request run time checks from the CONTRACTOR and in these instances the CONTRACTOR will be compensated at the approved hourly rate.

YoloTD will be responsible for the final route definition, trip building/scheduling, blocking (gate to gate vehicle assignments) of vehicles, and, after appropriate input from CONTRACTOR, the development and circulation of schedules.

CONTRACTOR shall be responsible for:

- Translating blocking and scheduling information into a runcut and then rostering that runcut on which operators will bid.
- Creation of driver paddles, including deadhead and route turn by turns.
- Reporting paddles, including deadhead time and mileage and assignments, to YoloTD for input into the ITS system.
- Ensuring paddles and operator instructions are accurate and transmitted to YoloTD in a timely manner in accordance with the schedule for the pending service change.
- Utilizing a robust run-cutting software solution aimed at optimizing workforce rostering and minimizing operational inefficiencies within the transit agency.
 - Paddles should prioritize the reduction of split shifts, spread times, and other scheduling challenges commonly faced by bus operators, with the overarching goal of enhancing operator retention rates.
 - Paddles should reflect the actual number of available vehicles and bus operators
 - There shall be separate paddles for weekday, Saturday, Sunday/Holiday service
 - Proposed paddles shall be made available for review by YoloTD prior to implementation.
 - Paddles shall be developed in a software program that is compatible with YoloTD software. currently utilizes TripSpark Streets Schedule for Fixed Route, Novas for Paratransit and RideCo for Microtransit.

If the YoloTD Executive Director or his/her designee determine that a pattern develops where paddles are not meeting the goals of operational efficiency and optimal workforce rostering, the CONTRACTOR may be required to redo the paddles.

2.13 Fare Collection and Vault Deposit

Fare Collections:

(1) General. – CONTRACTOR shall collect the appropriate fare as determined by YoloTD for all rides provided on the transit system. YoloTD shall determine passenger fare rates and the method of collecting and depositing fares. YoloTD reserves the right to change fare rates and methods of collecting and depositing fares at any time it deems appropriate.

(2) CONTRACTOR Responsibility for Fare Revenue, Collection and Deposit

a. The CONTRACTOR shall conduct training for all vehicle operators and customer service staff so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.

b. All fare, pass, and ticket revenues collected for YoloTD shall remain the property of YoloTD. It shall be the responsibility of CONTRACTOR to assure that its employees collect the proper fare, pass and ticket amounts from patrons following procedures established by YoloTD.

c. YoloTD may require CONTRACTOR to reimburse YoloTD for fare revenue lost, misplaced, stolen or otherwise missing while under CONTRACTOR's care and control.

d. Upon YoloTD'S request, CONTRACTOR shall reimburse YoloTD for improper forms of payment found by YoloTD in fareboxes including, but limited to, counterfeit money, foreign coins, counterfeit tickets, ticket stubs, tokens and tickets from other transit systems.

e. YoloTD shall provide CONTRACTOR with written instructions on fare changes at least ten (10) days before such fares become effective, and CONTRACTOR shall collect such fares as are currently in effect. CONTRACTOR shall not be required to make change for fares but shall prepare and post notices on all buses that the correct change for fares or applicable passes is required to board the bus.

f. CONTRACTOR shall be responsible for the proper collection, storage, and safekeeping of fares. Drivers shall not handle cash and shall use the fare collection system provided by YoloTD. Drivers shall properly use the keypad to record trip information on buses with GFI fareboxes.

Vault Deposit:

a. CONTRACTOR shall be responsible for the servicing and maintaining the fare vault/receiver system (more often if recommended by OEM) at least every 60 days. All fare transport equipment (e.g., fare vaults) shall be inspected, repaired or replaced if not reparable.

B. CONTRACTOR shall be responsible for following the probing schedule provided by YoloTD. All Revenue Service vehicles shall be probed, and fares emptied into the Vaults according to the schedule.

c. Fixed Route revenue Vehicles can be probed throughout the month and shall ONLY be emptied into the Fixed Vault window. Unless instructed otherwise by YoloTD staff.

d. Micro Transit Vehicles and Paratransit Revenue vehicles will need to adhere to specific probing schedules as instructed by YoloTD staff.

The CONTRACTOR will be responsible for developing and implementing a Fare Collection Plan and procedures 60 days after Notice to Proceed and will need to present them to YoloTD for review and approval.

2.14 Drug Testing

The CONTRACTOR shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and shall:

- Require that all operators be drug tested immediately onsite after an accident or incident involving a vehicle, pedestrian or object strike,
- Produce any documentation necessary to establish its compliance with Part 655,
- Permit inspections of facilities and records associated with the drug and alcohol testing program by YoloTD and any other authorized representative of state and federal agencies,
- Permit review of the testing process, including but not limited to making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests.

The CONTRACTOR agrees to provide YoloTD with:

- A copy of its policy;

- employee and supervisor training documentation
- Name and location of the collection site
- Laboratory, MRO, BAT, STT and SAP
- A description of its random selection process
- Quarterly management reports summarizing test results.
- Quarterly MIS reports and annual MIS report for YoloTD's review.

The CONTRACTOR will be responsible for developing and implementing a Drug Testing Plan and procedures 30 days after Notice to Proceed and will need to present them to YoloTD for review and approval.

2.15 Additional Service, Special Events and Community Service Program

YoloTD may elect to add additional hours for special events or community services where increased or special public transit is needed. The CONTRACTOR shall furnish drivers and staff to provide such service. YoloTD shall reimburse the CONTRACTOR for these additional services at the same rates used for regular service. These services may include but are not limited to: Holiday parades, UC Davis Picnic Day and Graduation, Governmental and transportation-related tours, Yolo County Fair, and other events as requested.

2.16 Communication with Third-Party CONTRACTORS

CONTRACTOR should maintain clear, professional, and proactive communication with third-party CONTRACTORS to ensure coordination, safety, and compliance throughout all project phases.

All interactions should be conducted in a collaborative and transparent manner, emphasizing mutual respect, timely information sharing, and adherence to established project schedules and standards.

CONTRACTOR is expected to define roles and responsibilities early, document key communications, and promptly address any issues or conflicts that may impact project delivery to the YoloTD Director of Operations.

Additionally, all communication should align with the YoloTD's policies, contractual requirements, and safety protocols to promote accountability, minimize misunderstandings, and support successful project outcomes.

3. CONTRACTOR Duties and Responsibilities – Facilities and Vehicle Maintenance

3.1 Summary of Vehicle Maintenance Responsibilities

The CONTRACTOR will be responsible for developing and implementing a Maintenance Plan and procedures for facilities, fixed route, paratransit and microtransit within 60 days of Notice to Proceed and shall present them to YoloTD for review and approval.

CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, fareboxes, data reporting subsystem, revenue storage units, bike racks, on-board camera systems and all other YoloTD-provided equipment, including YoloTD staff vehicles, to be used to perform this agreement in strict conformity to all CHP regulations and orders.

CONTRACTOR shall be responsible for purchasing and maintaining tools and equipment inventories, vehicle cleaning and servicing, providing reports described herein and maintaining a clean and safe work area.

Maintenance and repair program shall be conducted at YoloTD's facility, with the exception of certain specialized work (e.g., body damage repair, certain rebuilds), which may be conducted off-site if approved by YoloTD's Executive Director, or his/her designee.

Using the fleet of YoloTD's fixed route vehicles referenced in this Scope-of-Work, CONTRACTOR shall ensure that there are sufficient numbers of operable vehicles available to meet all scheduled services in a safe and reliable manner.

CONTRACTOR's duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm or corporation. CONTRACTOR may be assessed penalties (consistent with the Performance Incentives/Penalty program described in **Section 7**) for buses that are inoperative or require repair after 30 days of discovery of the needed work.

3.2 Vehicle Mechanical Maintenance

Mechanical maintenance will be performed at regular intervals necessary to keep the vehicles in a safe and reliable condition. CONTRACTOR shall adhere strictly to the preventive maintenance schedules in accordance with industry manufacturer standards and any specific standards issued by the manufacturer of the component.

Preventative maintenance schedules shall be considered by CONTRACTOR to be the

minimum requirement only, and shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR employees observe that maintenance is needed in advance of schedule. CONTRACTOR must include their proposed preventative maintenance inspection schedules as part of their proposal; however, YoloTD reserves the right to amend and approve the final Preventative Maintenance Schedules during the post-award, pre-service phase of this project.

CONTRACTOR shall not defer maintenance for reason of shortage of maintenance staff or operable buses or lack of parts inventory, nor shall service be curtailed for the purpose of performing maintenance. CONTRACTOR shall not defer maintenance due to a shortage of available parts. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete maintenance activities according to the maintenance schedule.

3.2.1 Maintenance of Onboard Systems and Equipment

The CONTRACTOR shall repair and maintain the fareboxes and all related fare collection Equipment to original equipment manufacturer (OEM) Standards. The CONTRACTOR shall be responsible for ensuring that the fare collection Equipment is functional at all times (other than during maintenance).

In the event fare collection Equipment is not functional and repairs cannot be completed within 24 hours, the CONTRACTOR shall submit a weekly report to YoloTD that tracks the maintenance efforts. This maintenance report shall include: (A) the reason(s) why the Equipment is not functional; (B) the reason(s) why repairs could not be completed; and (C) the anticipated date the Equipment will again be functional.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.

The CONTRACTOR shall maintain the heating and air conditioning (A/C) systems, and ensure that the passenger compartment temperature is comfortably maintained under all climate conditions at all times on all in-service runs. Operators shall immediately report to dispatch any A/C system that is not operable when a bus is in revenue service. If the A/C system is not operating and the outside temperature is in excess of 80 degrees F, CONTRACTOR must exchange the vehicle with another that has an operating A/C system, except as authorized by the Executive Director or his/her designee.

3.2.2 Brakes

Brake inspections and adjustments shall be performed at manufacturer's recommended intervals to ensure the safe and efficient operation of the braking system. CONTRACTOR

shall maintain brake systems so as to minimize brake noise. All hub odometers for vehicles must be inspected at every fueling to ensure proper mileage reporting. The CONTRACTOR shall replace any hub odometer found to be out of calibration in accordance with industry standards. All mechanical, electrical, fluid, air and/or hydraulic systems shall be maintained in a safe and working condition at all times.

3.2.3 Mobility Devices

All wheelchair ramp-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair ramps are fully operational whenever the vehicle is used in revenue service. All wheelchair securement devices shall be inspected, serviced and maintained at intervals necessary to ensure that the equipment is fully functional whenever the vehicle is used in revenue service. If any securement device or straps are missing, CONTRACTOR shall bear the sole responsibility for replacement.

3.3 Staffing requirements and training for maintenance staff

Initial Maintenance training in accordance with the proposed training program to be developed by CONTRACTOR and submitted to YoloTD within 60 days after Notice to Proceed and which complies with the requirements in Section 3.

CONTRACTOR shall ensure that maintenance staff are completely trained on and familiar with all repair, servicing, and maintenance needs associated with any style of coach owned by YoloTD, including battery-electric buses. CONTRACTOR shall be responsible for implementing the maintenance staffing and training plan submitted as part of the proposal. CONTRACTOR shall be responsible for maintaining complete records of all training given to each employee. These records may be inspected by YoloTD personnel at any time.

3.4 Parts and Materials

CONTRACTOR, at its sole cost and expense, shall provide all lubricants, other fluids, repairs, towing, cleaning, parts, supplies, labor, maintenance, major components (with the exception of those provided by YoloTD), and component rebuilding and replacement, required for the operation of all vehicles and equipment pursuant to this agreement.

All parts, materials, tires, lubricants, fluids, oils, and procedures used by CONTRACTOR on all buses, non-revenue vehicles, and equipment shall meet or exceed original OEM specifications and requirements.

At the beginning of this Agreement, CONTRACTOR and YoloTD shall conduct an inventory of supplies, parts and major components at YoloTD's facility. The purpose of the audit of

the inventory is to establish the minimum level of supplies, parts and major components that the CONTRACTOR shall maintain. In the event that YoloTD adds major components, CONTRACTOR will be responsible for maintaining that additional level of inventory.

All inventory onsite at the beginning of the contract period is the property of YoloTD. At the end of the contract period, all inventory onsite will remain with YoloTD. All parts, materials and inventory purchased by CONTRACTOR during the contract period shall become the property of YoloTD.

3.5 Tools and Equipment

CONTRACTOR shall ensure all tools necessary for the maintenance and repair of YoloTD's equipment and facilities are in place. CONTRACTOR may use YoloTD tools in place as of August 1, 2026. All equipment and tools (except mechanic personal tools) purchased by CONTRACTOR for work associated with YoloTD shall become the property of YoloTD at the end of the contract term.

CONTRACTOR shall conduct an annual audit and reconciliation of the tools and equipment provided by YoloTD. This audit shall be presented to YoloTD for review. The condition of the tools must be documented and any and all repairs made to major capital equipment must be thoroughly and comprehensively documented and presented with the annual audit. CONTRACTOR shall reimburse YoloTD for the full replacement value of any and all items broken, damaged, lost, or stolen. YoloTD shall inform CONTRACTOR in writing of the items for which reimbursement is expected and will then negotiate payment arrangements. If reimbursement is required, it shall occur no later than three (3) months after the end of the year.

With written prior approval from the YoloTD Executive Director or his/her designee, the CONTRACTOR may directly purchase tools and equipment costing less than \$1,000 and be reimbursed by YoloTD. All such purchases will be conducted in accordance with federal, state and YoloTD procurement requirements. federal, state and YoloTD procurement requirements.

CONTRACTOR may not purchase tools and equipment costing in excess of \$1,000. When the CONTRACTOR determines that such purchases are needed, they should submit a request in writing to the YoloTD Executive Director or his/her designee. If approved by the Executive Director, YoloTD will directly procure the needed tools and equipment.

3.6 Special Diagnostic Equipment, Computers, Software and Training

CONTRACTOR, at its sole expense, will provide its mechanics and employees with any special diagnosis equipment, computers and software, as well as training in how to use this equipment, to fulfill the obligations of this agreement. CONTRACTOR will supply laptop computers for diagnostic equipment testing for engines and related components. CONTRACTOR, at its sole expense, is responsible for software upgrade tracking and implementation.

3.7 Bus Cleaning and Repairing Damage (cracked glass, gum, graffiti etc)

CONTRACTOR is required to maintain the inside and outside appearance of buses in a neat, safe, and in operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. CONTRACTOR will promptly repair or replace any broken, cut, worn, torn or vandalized components of the buses to eliminate hazards and unsightliness, and to minimize passenger discomfort.

Daily, all vehicles utilized in revenue service shall be cleaned, including washing and scrubbing of the full exterior, wheels, fuel-fill area, inside of all windows, scrubbing of oil or other excessive residue off the rear end, dusting or vacuuming of all seats, dashboard, stanchions and exposed services, and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc.

Bus exteriors must always be maintained, specifically paint and body work, for an aesthetically pleasing appearance. CONTRACTOR is responsible for using only quality grade of soaps and cleaning solvents that will not damage the exterior or interior surfaces of the buses including advertisements. These solvents should also be environmentally friendly. A list of acceptable solvents shall be provided by CONTRACTOR subject to approval by YoloTD.

All windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted/seriously damaged causing possible safety issues shall be replaced immediately. All windows that are scratched/etched and hamper clear vision shall be replaced at least once per year. Scratched/etched and hampering vision shall be defined to include bus wash abrasion, graffiti, and damage that does not exceed 50% of the window or contain obscene or gang-related etching.

Seats shall be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage shall be repaired in a professional manner within seven (7) days of the occurrence. CONTRACTOR shall replace cushion materials that are worn or cannot be professionally repaired, or cushions that contain graffiti or stains that cannot be cleaned, using seat cover materials that are identical in design and color as those materials being

replaced. CONTRACTOR shall further ensure that all seats are steam cleaned and properly disinfected, as soon as possible, in the event that bodily fluids or solids are deposited on any seats and if seat cushion materials cannot be replaced.

All seats shall be free of excessive dust. Cushioned seats must be vacuumed, keeping dust to a minimum. CONTRACOT shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed at the 6,000 mile interval. All seats and surfaces must be completely dry before being placed in revenue service.

CONTRACTOR shall replace seat insert covers that are worn or cannot be professionally repaired, using materials identical in design and color as those materials being replaced.

CONTRACTOR must repair or arrange the professional repair of all vehicle body damage as soon as possible, but no longer than two weeks of occurrence. Body panels shall not be sectioned as part of a repair. If sectioning is deemed necessary, then the entire panel shall be replaced. Use of body filler shall be kept to minimum industry standard thickness. All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs to damage (including body, and all bus appurtenances) shall be made as soon as possible, but no longer than within two weeks of occurrence.

3.8 Major Repairs and Heavy Maintenance

YoloTD considers “major repairs” to be the rebuild or replacement of the vehicle engine, transmission, electric drive, and electric drive batteries. This assumes that these parts are not covered under the manufacturer’s warranty. YoloTD considers “heavy repairs” to be planned, exterior and interior painting of entire vehicles initiated by the agency as part of a rehabilitation campaign.

If the replacement, rebuild, or overhaul of an engine or transmission on a Revenue Vehicle is required (whether at the end of its useful life or otherwise) because of the CONTRACTOR’s failure to perform required preventative maintenance in accordance with this Agreement or because of other negligent acts or omissions by the CONTRACTOR, then the CONTRACTOR shall be responsible for the full cost of such replacement, rebuild, or overhaul, and shall not be eligible for any additional compensation therefor.

Parts or equipment that are “engine, transmission, electric drive or battery adjacent” will not be considered a “major repair”, and therefore will be the responsibility of the CONTRACTOR. Modules, controllers, relays, electrical wiring, belts, hoses, diesel particulate matter traps, radiators, charge air coolers, turbo chargers etc. associated with

the replacement of the above-mentioned covered parts will not be considered a part of a “major repair”, and therefore will be the responsibility of the CONTRACTOR.

If CONTRACTOR determines that major repair and heavy maintenance is necessary, CONTRACTOR shall notify YoloTD's Director of Operations in writing, detailing the reasons for such a determination and including pertinent information from the vehicle file and a detailed outside vendor's cost estimate. After inspection and review by YoloTD, YoloTD may direct CONTRACTOR in writing, to proceed with the recommended work.

CONTRACTOR will only be reimbursed for the costs associated with the recommended work. CONTRACTOR shall submit a detailed invoice to YoloTD for all such work. If YoloTD determines that such work is necessary due to poor maintenance performance by CONTRACTOR CONTRACTOR shall remain responsible for all costs related to repair or replacement of any engine driven part including but not limited to generators, hydraulic pumps, water pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors, ESS components, Spinner filters, and turbocharger.

CONTRACTOR shall also be responsible for all costs related to repair or replacement of transmission related parts including but not limited to oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, “driven” gears or sensors, switches, and sensors.

3.9 Use of Outside Vendors

All outside vendors utilized by CONTRACTOR, such as machine shops, component rebuilders or accident repair shops, that make repairs associated with any equipment provided by YoloTD shall utilize only parts, materials, lubricants, fluids, oils and procedures that meet or exceed OEM specifications and requirements. Furthermore, the procurement of these outside vendors shall be done in accordance with federal, state and YoloTD procurement policies.

The CONTRACTOR shall be responsible for oversight of all work performed by outside vendors and shall ensure that work is performed in accordance with the terms of this agreement including quality and timeliness requirements.

The CONTRACTOR shall provide YoloTD with a list of vendors that will be used. YoloTD must approve the list of vendors prior to the CONTRACTOR utilizing any vendor. All work done shall be of first grade quality by factory authorized and certified technicians and/or repair shops. Warranties must be provided for work performed.

3.10 Road Calls

The CONTRACTOR, or an approved subcontractor, is responsible for performing road calls, when necessary, in an expedient manner. The CONTRACTOR must take every step possible to assure the least inconvenience and discomfort to the passengers. In order to meet this requirement, the replacement bus must leave the yard within 10 minutes of the call to maintenance. All road calls that result in a delay of service shall be reported on a daily basis.

3.11 Bus Advertising

No advertising of any type other than transit related material shall appear either on the interior or the exterior of any bus placed in YOLOBUS service, except as provided by YoloTD's bus advertising policy, which is managed under separate contract. The CONTRACTOR shall provide timely and responsive coordination with YoloTD's contracted bus advertising provider to ensure timely installation, removal, repair and replacement of approved bus advertising.

Additionally, CONTRACTOR shall install all YoloTD-provided interior advertisements and notices related to transit service and community-oriented public service announcements as provided by YoloTD. CONTRACTOR shall install and remove such material on a timely basis, making certain that everything is current.

CONTRACTOR must include in its proposal a plan for providing management oversight for these projects and programs. CONTRACTOR should inspect the fleet on a monthly basis and report to YCTD any advertisements that are outdated or damaged, as well as report monthly on any damages caused by the removal of ads

3.12 Use of Vehicles and Equipment

CONTRACTOR understands that vehicles and equipment provided by YoloTD under this Contract shall be used only to provide services included under this contract or preapproved by the Executive Director of YoloTD or by his/her designee. Other stipulations include:

- The CONTRACTOR's right to use the buses and equipment is merely a license that is terminable at will by YoloTD with reasonable notice, and such vehicles may not be transferred or assigned by the CONTRACTOR.
- Operation of vehicles utilized by CONTRACTOR in the performance of this Contract shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

- CONTRACTOR agrees that any equipment and/or technology purchased by YoloTD through this contract immediately become the property of YoloTD. YoloTD will also retain the right to dictate the location of any equipment placed on YoloTD vehicles and/or facilities, and YoloTD equipment shall have priority consideration with regards to its placement. No modifications to YoloTD vehicles, equipment or facilities will be permitted without prior written approval from the Executive Director or by his/her designee.

3.13 CHP Inspections

CONTRACTOR shall conform to all instructions and make all corrections required by the CHP and other applicable regulatory agencies regarding use and maintenance of buses

CHP Safety Compliance Reports –Submitted to YoloTD within Two (2) business days after CHP submits said report(s) to CONTRACTOR

CONTRACTOR will facilitate annual CHP inspections of the maintenance facility, transit fleet, and any other vehicles or facilities, as required. CONTRACTOR will be responsible for maintaining proper records, preparing for periodic audits, and notifying YoloTD of any inspections in advance when scheduled. CONTRACTOR will provide a written plan to YoloTD, specifying how any findings will be resolved in a timely manner. CONTRACTOR is required to pass the annual CHP terminal inspection with a satisfactory rating.

3.14 Towing

CONTRACTOR shall be responsible for all costs for towing vehicles. Towing must be performed properly to assure against damages to the vehicles. Any damage resulting from improper towing procedures shall be the responsibility of the CONTRACTOR.

3.15 Oversight of vendors, contractor and deliveries

Contractor is responsible for the following:

- Ensure all vendors who come onto YoloTD property have current insurance, safety certifications, and required permits to perform any work on the property.
- Ensure vendors follow site safety protocols while on YoloTD property.
- Ensure that all waste management bins are accessible for waste collections
- Establish a point of contact for vendors who routinely provide services onsite/ This contact person should be the maintenance manager.

3.19 Facility Maintenance and Cleaning

CONTRACTOR shall maintain YoloTD's facility (350 Industrial Way, Woodland, California) in a state of good repair at all times, keeping the site clean and neat, using qualified personnel. CONTRACTOR shall be responsible for implementing the facility maintenance program included as part of this proposal.

The facility is defined as the entire property, all equipment, and all improvements at the YoloTD property, which is bordered on the south side by Main Street, east side by Industrial Way, north side by Cannery Road, and the west side, currently by a tomato processing plant. The facility definition shall also include all CNG, diesel and battery-electric bus fueling and washing facilities which are located on the property, as well as the remote facility on Harbor Blvd for storing and staging buses.

CONTRACTOR facility maintenance responsibilities include the following:

- Keeping facility properly secure at all times, including locking gates and doors and limiting access to authorized persons.
- Keeping all work areas clean, neat, and orderly at all times.
- Limiting access to property to only authorized persons.
- Utilizing operable burglar, methane and fire alarm systems.
- Emptying trash containers and picking up loose debris.
- Removing and reporting all spills, both on and off-site, immediately upon their discovery.
- Keeping shops, all bathrooms, showers, work areas, and yard thoroughly cleaned and organized, providing toilet paper, paper towels, aerosol sprays, soaps, other cleansing materials and all other materials to all such facilities at all times.
- Inspecting and cleaning public and bus fuel island dispensers, hoses, nozzles and card lock system. Parts and supplies for the CNG station shall be provided by either YoloTD or YoloTD's CNG station provider.
- Notifying YoloTD and/or the appropriate fueling vendor immediately if a safety or maintenance issue is detected with any fueling equipment .
- Repairing, preparing and re-painting surfaces that are rusted or damaged. However, repairs needed as a result of CONTRACTOR's negligence shall be repaired and replaced at CONTRACTOR's expense.
- Water, trim, and otherwise maintain plants and trees throughout YoloTD's facility. Conduct weed abatement as needed to control noxious weeds.
- Maintain, adjust, and clean any facility video surveillance system cameras and notify YoloTD immediately of any equipment that needs to be replaced.

- Provide YoloTD Handyman services as needed by YoloTD for duties such as furniture assembly, minor electrical, plumbing and painting.
- Run YoloTD's emergency power generator system shall be started and run in a test mode (for approximately 20 minutes) once per week, and shall be repaired and serviced as needed at the CONTRACTOR's expense.
- Clean YoloTD office area, plus all CONTRACTOR occupied areas Empty all trash cans, change out trash bags, change out toilet paper, paper towels, soap. Clean bathrooms and kitchen areas, dust flat surfaces, vacuum all offices. Sweep and wash, as needed, non-carpeted floor areas. Haul off trash.
- Inspect, service and repair all fare vaults and fare receiver system to maintain proper working order in accordance with OEM standards. Inspect, service and maintain all ventilation, HVAC, and methane detection systems.
- Inspect, service and maintain bus washer, including water recycling system and grease/oil/water separator system.
- Inspect, repair and clean sewer and stormwater drains and lines .
- Spray the perimeter of all buildings, and the interior of all buildings as needed for insect eradication, using materials which are environmentally safe and not toxic to humans.
- Perform preventive maintenance and repair of YoloTD's wheel polishing system, and related dust collection vacuum system, replacing all parts and supplies necessary for such systems to be safely used for at least the ensuing six (6) month period. Items requiring replacement shall be replaced in a manner that meets or exceeds OEM standards.
- Inspect, service, and repair all roll-up doors and associated systems. Items requiring replacement shall be replaced in a manner that meets or exceeds OEM standards.
- All carpeted areas shall be steam cleaned as needed and treated with stain resistant chemicals.
- Annually inspect and maintain entire facility pavement surface consistent with YoloTD's pavement management plan requirements.
- Seal all cracks and open joints, and repaint stripes and numbering as needed using methods and materials consistent with YoloTD's pavement maintenance plan,

3.20 Bus Stop Maintenance and Cleaning, Route and Stop Info

The CONTRACTOR will be responsible for developing and implementing a Bus Stop maintenance and cleaning Plan and procedures 90 days after Notice to Proceed and will need to present them to YoloTD for review and approval.

The CONTRACTOR shall:

- Provide bus shelter and stop maintenance throughout the YoloTD service area for locations that are included in the YoloTD stop/shelter inventory (Located in Appendix D).

This maintenance shall include:

- Insert customized route and stop information in the display windows of all YoloTD shelters. Exchange and update with new information and schedules as necessary.
- Replace panels and perform other repairs as required. YoloTDshelters have both Plexiglas and glass panels.
- Move, erect, and remove bus stop poles, shelters, and signs as required.
- Paint bus stop curb stencils
- Remove, replace, install, and diagnose issues with OnStreet real-time signs
- General maintenance of bus stop signs and poles.
- Respond to complaints about bus stop-related issues (significant graffiti, broken panels, etc.) within 24 hours of notification of the issue.

3.21 Maintenance History and Record Retention

CONTRACTOR shall procure, install, maintain, and operate approved fleet maintenance software. All buses, equipment, and inventory associated with this Agreement shall be included. CONTRACTOR shall undertake the necessary steps to assure that CONTRACTOR's employees are adequately trained to use said software. Software shall be used to maintain and report maintenance history, maintenance hours and maintenance costs by vehicle, per mile, and by vehicle type.

3.22 Fueling

a. CONTRACTOR shall safely store and furnish lubricants and coolant for the operation of the buses.

b. Fuel will be furnished by YoloTD for all its vehicles: diesel, gasoline, compressed natural gas, and battery electric vehicles. CONTRACTOR will drive diesel buses to be fueled at night. Other specified fuels for alternative fuel vehicles will be specified as required.

YoloTD currently owns compressed natural gas (CNG) vehicles, Diesel vehicles, Gasoline vehicles and battery electric vehicles.

CONTRACTOR will maintain a fuel, oil, and mileage log for each vehicle.

b. Fuel Price Adjustments. Each month, YoloTD shall reimburse CONTRACTOR for diesel and gasoline fuel which was purchased by CONTRACTOR and consumed on buses used in

YoloTD service, under those provisions outlined in the Fuel Payment Program (Appendix G). CONTRACTOR shall keep and submit a monthly log of fuel used in each bus. YoloTD will not compensate CONTRACTOR for fuel used in all other vehicles (e.g., service truck, CONTRACTOR staff cars, fork lift, tractor, etc.), as such other costs shall be included in contract rates.

4. CONTRACTOR Responsibilities – Customer Service

YoloTD believes that customer service is an integral component for riders and the overall transit experience. The CONTRACTOR will serve as the front-line representative for Fixed-route, Paratransit, and Microtransit customer services, and will be expected to meet or exceed all customer service responsibilities outlined in this section.

The CONTRACTOR will be responsible for developing and implementing a Customer Service and Satisfaction Plan and procedures 60 days after Notice to Proceed and will need to present them to YoloTD for review and approval. This plan shall describe how employees will be trained and held to standards during the course of employment.

4.1 Customer Service Center Duties

The CONTRACTOR shall operate the customer service center at 350 Industrial Way that provides the following services to walk-in, email and telephone customers:

- Customer information
- ADA and microtransit ride reservation and scheduling services
- Ticket/pass sales
- Receiving complaints and compliments, which are to be documented and reported to YoloTD Operations Manager (see Reporting Requirements)
- Provide blank ADA paratransit applications and receive completed ADA applications, which are to be forwarded to YoloTD for processing and verification.
- Mail out tickets, schedules, forms and other information requested by telephone customers.
- Facilitate retrieval of lost and found items.

4.1.1 Customer Service Staffing

The CONTRACTOR shall employ customer service representatives who professionally, courteously, and proficiently handle customer inquiries.

CONTRACTOR shall ensure that all staff carrying out customer service duties have been properly trained to proficiently and accurately perform all customer service duties.

CONTRACTOR shall develop and implement a comprehensive training program for customer service representatives, all of whom shall be familiar with YoloTD's fixed route routes and schedules, microtransit and paratransit services prior to being left unsupervised.

CONTRACTOR's customer service representatives must treat all customers with courtesy, avoid any arguments, deescalate situations, and exercise patience, forbearance, and self-control under all conditions.

CONTRACTOR shall provide at least one on-site bilingual person, proficient in speaking and understanding English and Spanish during all hours of customer service operation.

CONTRACTOR shall add Customer Service personnel or require re-training, if YoloTD determines that an unacceptable pattern or practice is established of service request callers being placed on "hold," because insufficient personnel is available to answer telephones or handle Customer Service duties.

4.1.2 Customer Service Hours of Operations

The CONTRACTOR shall staff the customer service center any time that fixed-route operations are in service. The customer service center shall be open to walk-in customers between 7:00 AM and 7:00 PM, Monday through Friday, and 9:00 AM and 3:00 PM on Saturdays. During all other times, the customer service center may be telephone and email-only.

4.2 Comments and Complaints

Comments and complaints are critical for maintaining service standards and good relationships with jurisdiction partners and members of the public. It is in the best interest of both Parties under this Contract to minimize complaints. As noted in Section 7, penalties and incentives may be levied by YoloTD in the event that a pattern of avoidable complaints is established.

Comments and Complaints shall be received in many forms including but not limited to: phone calls, in-person, e-mails, text messages and social media posts. These complaints may come to either YoloTD or the CONTRACTOR. All comments received by YoloTD shall be forwarded to the CONTRACTOR.

All customer comments shall be logged by CONTRACTOR and resolved within 72 hours. The comment log shall be submitted to YoloTD Executive Director and Director of Transit Operations on a weekly basis.

Definition of a Complaint. A complaint is defined as any written or verbal communication provided to CONTRACTOR, which adversely reflects on YoloTD's operation of services as provided by the CONTRACTOR, or which relates to any incident involving a CONTRACTOR-operated vehicle and/or operator.

Investigation and Response to Comments and Complaints. CONTRACTOR shall investigate and respond to every complaint, concern, suggestion, or commendation concerning personnel and service provided to or received by CONTRACTOR or YoloTD. Any complaints that concern bus safety issues, driver behavior, including rudeness, discourtesy, etc., that may result in disciplinary action must be thoroughly investigated with appropriate action taken and documented. All complaints must be investigated and responded to within 72 hours of receipt. Any complaints, suggestions, or commendations received by YoloTD will be immediately forwarded to the CONTRACTOR.

CONTRACTOR shall use all available and appropriate means to investigate a complaint, including interviewing drivers, reviewing camera footage, and interviewing and collecting comment cards from other passengers and/or other CONTRACTOR staff who have knowledge of the precipitating incident.

YoloTD may request a written summary of any complaint investigation, as well as video footage. In these cases, the CONTRACTOR must submit the requested information within three (3) business days. In the case that the patron complaining wishes to have a follow-up conversation after the investigation is concluded, YoloTD reserves the right to determine whether the CONTRACTOR or YoloTD will contact the patron.

4. 3 Ticket and Pass Sales and Accounting

The CONTRACTOR will be responsible for developing and implementing a Ticket pass sales Plan and procedures 90 days after Notice to Proceed and must present them to YoloTD for review and approval.

CONTRACTOR shall be responsible for the sales of all fare media accepted by YoloTD, which currently includes paper tickets, Connect Card and ZipPass. YoloTD is working to implement new fare media in coordination with other transit agencies and the State of California's CalITP program. As YoloTD's accepted fare media change, the CONTRACTOR shall work collaboratively with YoloTD staff to establish new protocols and retrain customer service representatives.

CONTRACTOR will be responsible for securing, accounting and daily reconciliation of cash, tickets and point of sales transactions that take place in the customer service

center. These duties shall be carried out in accordance with YoloTD's internal controls policies and procedures under the supervision of the YoloTD Director of Finance.

4.4 Lost and Found

The CONTRACTOR will be responsible for developing and implementing a Lost and Found Plan and procedures 90 days after Notice to Proceed and will need to present them to YoloTD for review and approval.

The CONTRACTOR is responsible for managing unclaimed items that are left behind by passengers on all YoloTD vehicles. The CONTRACTOR shall develop and implement a policy and program for securing lost and found items, reuniting them with their owners and/or securely disposing of them if left unclaimed after a reasonable period. In the case of sensitive and/or valuable items, the CONTRACTOR shall establish a procedure for verifying owner identity.

4.5 Schedules and Brochures

YoloTD will print and provide schedules for routes served by CONTRACTOR. YoloTD will make periodic updates to schedules and will provide these to CONTRACTOR in advance of a schedule change. CONTRACTOR will be responsible for delivering schedules at key locations on designated routes, Updating schedule displays, and Re-stocking buses. CONTRACTOR will also be responsible for placing updated schedules in vehicles on the appropriate routes at least two (2) days prior to the changes going into effect. CONTRACTOR shall dispose of all outdated schedules. CONTRACTOR shall maintain an inventory of current schedules, and inform YoloTD when there is a need for additional schedules four weeks prior to depletion of their Supply during weekly meetings.

4.6 Review Process

YoloTD and CONTRACTOR staff will meet monthly at a minimum, to review any complaint trends as well as other operational performance issues. The CONTRACTOR is required to maintain a robust oversight program to ensure compliance with all YoloTD customer service standards and other relevant policies as outlined in this section. YoloTD reserves the right to direct the CONTRACTOR to terminate the employment of any employee who demonstrates a pattern of severe and/or persistent violation of YoloTD customer service policies.

4.7 Expectations regarding written communication

CONTRACTOR shall proficiently and skillfully write and send (via email or U.S. Mail) correspondence to persons submitting suggestions and complaints regarding CONTRACTOR's performance, sending a cc to YoloTD. Additionally, CONTRACTOR shall

endeavor to communicate with the person by telephone to resolve the issue in a professional, courteous manner, and report resolution to YoloTD.

5. CONTRACTOR Responsibilities – Information Technology

YoloTD has procured technology systems that are designed to enhance the overall customer experience, meet reporting requirements and monitor safety and security on YoloBus services. The selected CONTRACTOR shall utilize and support these IT products in accordance with the provisions of this contract.

As YoloTD's information technology needs and systems change, CONTRACTOR shall assist YoloTD in transitioning to these new technologies implementing revised procedures, methods and training programs.

The Proposer may propose new/additional information technology systems and tools as part of its Proposal. These shall be the responsibility of the Proposer to procure and implement, and the costs shall be included in the price proposal submitted as part of the Proposal.

The CONTRACTOR will be responsible for developing and implementing an Information Technology Plan, procedures and training plan within 60 days after Notice to Proceed and will need to present them to YoloTD for review and approval.

YoloTD currently provides and supports these technology systems:

- Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) system (and related components)
 - AVL equipment (Rangers)
 - Mobile Radio Unit or Cell based communication system
 - Automatic Passenger Counting (APC) system
 - Audio and visual vehicle annunciation system
 - On-bus cellular network and routers
- Electronic fareboxes and related equipment, including GenFare fareboxes, Connect Card readers. RFID tap-to-pay readers (Kuba) and mobile payment validation readers (Masabi) anticipated to be installed before August 1, 2026 or shortly thereafter.
- Digital Surveillance Systems – YoloBus installs surveillance systems IDS and Apollo on its vehicles

- Up to 8 digital cameras are placed on each bus that record to a hard drive.
- All buses that have this system are equipped with panic buttons that are tied directly into the AVL system.
- Emergency alarms
- RideCo microtransit app-based ride booking system and tablet computers

1. Training Responsibilities

The CONTRACTOR shall provide comprehensive training to their personnel on the following YoloTD-provided IT systems, and any other IT systems provided by the CONTRACTOR:

a. **Vehicle Operator Training:** The CONTRACTOR shall provide training for bus operators on the operation and use of the following onboard systems:

- Genfare fare collection system;
- RideCo microtransit software;
- Connect Card fare system;
- Kuba fare system;
- Automatic Vehicle Location (AVL) systems, including TripSpark Rangers and MyRide tablets; and
- Head sign systems, including Hanover, Luminator, and Twin Vision units.

b. **Administrative and Dispatch Training:** The CONTRACTOR shall provide training for administrative and dispatch staff on the use of the following systems:

- Retrieval, access, and storage of video data from onboard camera systems; and
- TripSpark and Novus software applications used for scheduling, work assignment, and operational management.
- RideCo microtransit software;

2. Maintenance and Repair Responsibilities

The CONTRACTOR shall be responsible for the maintenance, repair, removal, installation, and return material authorization (RMA) processing of all in-vehicle technology, including but not limited to:

- Camera systems (Apollo, IDIS);
- Head sign and controller systems (Hanover, Twin Vision, and Illuminator);

- AVL systems (TripSpark Ranger, MyRide tablet, T-Box, Automatic Passenger Counter (APC), and annunciator equipment); and
- Fare collection systems (GFI Fast Fare, Odyssey, Kuba Pay, and Connect Card).

All work performed under this section shall comply with the manufacturers' specifications and applicable YoloTD standards.

3. Office Equipment, Software, and IT Support

YoloTD shall remain responsible for the maintenance, support, and operation of YoloTD owned information technology infrastructure, including computers, servers, printers, Switches, and related software. Except as noted elsewhere in this scope of work, CONTRACTOR is required to only use YoloTD computers and servers during the duration of the contract. At the end of term of the Contract, all office equipment will remain with YoloTD, including but not limited to computer monitors, printers, and computer accessories.

6. CONTRACTOR Responsibilities – Reporting and Record Retention

6.1 General Provisions

CONTRACTOR shall submit operating and maintenance reports, data and related information to the specification and satisfaction of YoloTD, in compliance with federal and state reporting requirements. As YoloTD's data needs and reporting requirements change, CONTRACTOR shall assist YoloTD in implementing revised data collection and reporting procedures and methods.

CONTRACTOR shall assist YoloTD in any audit/review conducted by the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), the Sacramento Area Council of Governments (SACOG), the California Highway Patrol (CHP), or other oversight agency.

All records are the property of YoloTD. Current records will be transferred to the new CONTRACTOR. At the end of this contract, records will become the property of YoloTD.

The following constitutes general subject areas and schedules for reports delivery. After award, YoloTD and the CONTRACTOR shall determine what exact data points are required and will agree upon templates/formats for all required reports.

Weekly reports shall be delivered to YoloTD in accordance with instructions provided by YoloTD. Monthly reports, including CONTRACTOR's invoice, shall be submitted accurately to YoloTD no later than the tenth (10th) day of the calendar month following the month of service provided.

All reports shall be regarded as supportive documentation of CONTRACTOR's invoice for payment and shall be submitted on a timely basis.

6.2 Daily reports

The following reports shall be submitted to YoloTD each weekday morning with information for the prior service day. Information for Friday, Saturday, and Sunday is to be submitted on Monday mornings.

- Dispatch Log: The dispatchers will be required to keep a daily dispatch logs for each service mode, which shall include, but not be limited to:
 - Bus assignment
 - Operator assignment.
 - Pull-out and pull-in.
 - Late and missed trips.
 - Road calls
 - All other incidents or dispatch calls that vary from normal or expected system operation.
 - Passenger Counts not keyed into farebox

6.3 Weekly reports

Weekly reports are due each Monday by end of business for the previous week.

- Road Supervisor Road Observations
- Out of Service Report/Road Calls: Road call information shall include fleet number, date, time, location, driver, mechanic, reason/cause for road call
- Completed Customer Service Reporting, including summary of complaints and investigations
- Weekly flash reports which include: On-Time Performance, Exceptions to vehicle assignments/pulls, accidents/incidents, road calls, supervisor assignments, unusual occurrences/traffic
- Customer Service complaint summary

- Customer Service points summary

6.4 Monthly Reports

Monthly Reports are due on the 5th of each month for the previous month.

- Invoice/Summary
- General Manager report (overview of service goals, trends, hiring, retention, issues, etc.)
- Fleet and Facilities Manager Report
- Operations Manager report
- Safety Manager report
- Fixed route monthly summary to include, by route :
 - o Deadhead hours/Miles (route)
 - o Revenue hours/Miles (route)
 - o Billable Hours/Miles (route)
 - o Total hours/Miles (route)
 - o Extra/special service hours/Miles (route)
 - o On-time performance

MicroTransit monthly summary to include, by Service Area:

- o Deadhead hours/Miles (route)
- o Revenue hours/Miles (route)
- o Billable Hours/Miles (route)
- o Total hours/Miles (route)
- o Extra/special service hours/Miles (route)
- o On-time performance

Paratransit monthly summary to include, by Service Area:

- o Deadhead hours/Miles (route)
- o Revenue hours/Miles (route)

- o Billable Hours/Miles (route)
- o Total hours/Miles (route)
- o Total booked paratransit trips.
- o Total cancellations (defined as a trip that is booked then cancelled by the potential passenger any time before the trip is to be completed).
- o Total no-shows.
- o Total attendant trips.
- o Total lift assisted trips.
- o On-time performance

Other Monthly Reports

- o Missed service report (FixedndMicro)
- o Vehicle mileage report (Fixed, Para and Micro)
- o Preventative maintenance report
- o Preventative maintenance exception report
- o Fuel consumptions report
- o Fuel report (fuel delivered)
- o Fuel usage report for non-revenue vehicles

Vehicle Road Call/Repair Reports

- o Road Call Data Sheet to include road calls and coach exchanges performed, as well as any service delays quantified
 - o Road Call report including a detailed description of the work performed by Maintenance to resolve any mechanical issues
 - o Warranty Repair Report
 - o Vehicle Down Report
- Shelter maintenance report (keep accurate records of bus stops and amenities/upgrades/issues in a single master document)
 - Monthly Staffing Report: CONTRACTOR shall submit a “Monthly Staffing Report” that must show any position vacancies (including management positions), turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category).
 - Accidents/incidents summary report

- Vehicle Exterior Advertising Inspection Report including a summary by bus of expired ads, damaged ads, damage to buses from ads, ads partially or fully covering phone numbers or logos
- Pre-approved reimbursement requests with copy of receipts
- NTD data required for monthly and annual reporting
- Drug and alcohol MIS report
- EEO report

6.5 Quarterly Reports

Quarterly Reports will be due 10 days after the end of the quarter.

- Safety Manager Ride Check Reports
- ADA Compliance Report
- Drug and alcohol program report

6.6 Annual Reports

Annual reports are due by January 31st after each year

- Yearly Summary Reports of Ridership, revenue miles and hours, gate to gate hours and miles, Total Hours and miles.
- Annual Drug and Alcohol MIS compliance certification with Part 655 by January 1 and submitted by March 1 to YoloTD's Director of Transit Operations.

6.7 As-Needed Reports

- Written email notifications of accidents to designated YoloTD staff within two (2) hours of the accident.
- Written Accident/Incident Reports to include Police Report (when received) within one day of occurrence via email to YoloTD Staff.
- CHP Safety Compliance Reports –Submitted to YoloTD within Two (2) business days after CHP submits said report(s) to CONTRACTOR.

6.8 Other Reports as Requested

YoloTD may at its sole discretion request additional reports and data related to YoloTD operations, vehicles, and facilities. The CONTRACTOR shall make every effort to provide requested reports and data based on information it has available.

6.9 Vehicle Reports and Records

CONTRACTOR is responsible for the care, maintenance and updating of all files for each YoloTD-owned vehicle in the fleet. These records are to be kept in chronological order, and are expressly the property of YoloTD. These records shall neither leave the premises nor be destroyed. In the event of a CONTRACTOR change, staffing change or other event, these records must remain intact, complete and secured on YoloTD property. This includes electronic files in any form. In the event of destroyed, missing, or falsified records, YoloTD will pursue any and all legal remedies as may be appropriate.

The CONTRACTOR will maintain a current vehicle record containing the following information:

6.9.1 Coach Records

- Make
- Model and Year
- Vehicle Identification Number/Serial Number
- Engine Type/Year/Serial Number
- Diesel Emissions Control Strategy Type, Make and Serial Number of all components.
- Transmission Type/Year/Serial Number
- License Number
- Date Received
- Unit Repairs
- Preventative Maintenance “Inspection” Reports
- Daily “Bus Condition” Reports
- Work Orders
- Fuel Consumption (i.e., gallons/miles) for each vehicle

Additionally any citations received by the CHP during its annual inspection must be filed according to the vehicle number.

CONTRACTOR is responsible for maintaining a carrier identification number (CA number). That number shall be placed per agency direction on the buses (both curb and road sides, near the rear wheel).

6.9.2 Vehicle Maintenance Inspection Reports

CONTRACTOR must keep all vehicle maintenance inspection reports and forms in a file for each vehicle. Hard copies of the “Preventative Maintenance Inspection” Reports will be kept for the life of the vehicle. Electronic versions of all “Preventative Maintenance Inspection” reports for YoloTD-owned vehicles must be entered into YoloTD’s Maintenance Information System (MIS) by CONTRACTOR and will be kept indefinitely by YoloTD.

6.10 Record Retention

CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, in which case CONTRACTOR agrees to maintain same until YoloTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto (reference 49 CFR 18.39(i)(11)).

6.11 Federal Reporting

YoloTD requires specific data to meet federal reporting requirements. Data shall be provided by the CONTRACTOR to YoloTD on a scheduled and as needed basis. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements. The NTD requires reports to be submitted on a monthly and annual basis. The format will be determined by YoloTD and provided to CONTRACTOR. The data required for monthly reporting will be provided to YoloTD no later than ten (10) days after the following month. Data required for annual reporting shall be provided to YoloTD no later than 14 days after the end of the fiscal year. The NTD separates YoloTD’s services service into two sub categories, Motor Bus Purchased Transportation (MB/PT), Demand Response Purchased Transportation (DR/PT). Data required for monthly reporting for these two modes should be reported separately and shall include the following:

- Scheduled Revenue Hours
- Revenue Hours
- Scheduled Revenue Miles
- Revenue Miles

- Total Passengers
- Max number of vehicles in service per day of the week

Data required for annual reporting will consist of the items listed above required for monthly reporting however will not be required to be provided by the CONTRACTOR a second time when the annual data items are due. The following information shall be provided to YoloTD at the end of the fiscal year:

- Odometer reading on July 1 of reporting year.
- Odometer reading on June 30 of reporting year.
- Fuel consumed between July 1 and June 30 of reporting year.
- Major mechanical failures (defined as a time where a mechanical failure did not allow a vehicle to complete its scheduled trip).
- All other mechanical failures (defined as any mechanical failure that falls outside of the above definition).

YoloTD will require specific data from the CONTRACTOR to meet federal reporting requirements, specifically the National Transit Database (NTD), as well as for planning purposes. The following sections break out those requirements.

7. Penalties and Performance Incentives

7.1 Penalties

Due to the nature of the services to be rendered, the CONTRACTOR and YoloTD agree that it is extremely difficult to ascertain actual damages/deductions that may result from failure on the part of the CONTRACTOR to perform any of its contractual obligations. Therefore, the CONTRACTOR liability shall be limited to and fixed at the sums stated in this Section, as penalties. Penalties shall be assessed as they are identified. The assessed penalties shall be sent to the CONTRACTOR for response. Once the response is received, a determination on chargeability is made by YoloTD's Executive Director or his/her designee. All assessed penalties that are not responded to by the CONTRACTOR within 30 days will automatically be charged to the CONTRACTOR. The decision by YoloTD is final with respect to any assessment of penalties. YoloTD's Executive Director may rely on information supplied by the CONTRACTOR, by the public, by staff, or by any other means available in determining assessment of penalties. See definitions for "Penalties" below.

KPI	Penalty
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No management vacancy over 30 calendar days	<p>For each position vacant more than 30 calendar days, the penalty shall be equivalent to 100% of the salary and benefits for the affected position.</p> <p>For each position vacant more than 60 calendar days, the penalty shall be equivalent to 150% of the salary and benefits for the affected position.</p> <p>For each position vacant more than 90 calendar days, the penalty shall be equivalent to 200% of the salary and benefits for the affected position. This penalty shall be incurred monthly thereafter for every month the position remains vacant.</p>
No missed fixed-route trips	For each one-way missed trip for all fixed-route services under this contract, a penalty of \$500 shall be incurred.
All vehicles leave the yard on schedule	For each occurrence that a vehicle leaves the yard more than 10 minutes behind schedule, a penalty of \$250 shall be incurred.
Microtransit picks up and drops off passengers on schedule at least 80% of the time	A deduction of \$250 per zone per month that microtransit on time performance falls below 80%.
Pass CHP vehicle inspection every year	A deduction at the rate of Five Thousand Dollars (\$5,000) if the CONTRACTOR fails to pass a California Highway Patrol (CHP) inspection.
Bus stop damage is repaired within five days	A deduction of \$250 per day for each incident where a damaged YoloTD-owned bus stop sign or bus shelter is not repaired or replaced within five days of notification.
No missed ADA Trips	A deduction of \$500 per incident where the CONTRACTOR misses a scheduled trip for ADA Paratransit.
All passengers with mobility devices properly secured	A deduction of \$750 per occurrence where an operator fails to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.
Provide all required reports on time	A deduction of \$500 per occurrence if CONTRACTOR fails to submit a report as required by YoloTD.

Fewer than five valid customer complaints per month	A deduction of \$500 per month if the CONTRACTOR, and/or YoloTD receive five (5) or more customer complaints per month the complaints are found to be valid and preventable by the CONTRACTOR.
All vehicles in service have functioning AC units	A deduction of \$250 per occurrence that a vehicle is in revenue service without a functioning AC unit

7.2 Incentives

YoloTD wishes to receive the highest level of service from its CONTRACTOR. To ensure this as well as encourage innovation in the deployment of services YoloTD will offer performance bonuses for achieving or exceeding specific metrics in the deployment of transit services.

KPI	Incentive
Pass CHP vehicle inspection every year	An incentive of \$5,000 for each CHP inspection in which a CHP officer fails to identify a single defect or operator record issue. Maximum of one payment per Annual Inspection.
Microtransit picks up and drops off passengers on schedule 90% of the time	An incentive of \$500 per zone per month that microtransit achieves an on-time performance rate of 90% or higher, as validated by YoloTD.
All fixed route buses leave the yard on schedule	An incentive of \$500 per month that all fixed route buses leave the yard on schedule
Yolobus receives zero valid, preventable customer complaints in a month.	An incentive of \$500 per month that Yolobus receives zero valid, preventable customer complaints in a month.
Key management personnel stay in their role for the duration of this contract.	A \$2,000 incentive for every key management personnel to stay in their role for the duration of this contract. Maximum of one payment, at the end of the base contract term.
Zero collisions involving a YoloTD vehicle where vehicle operator is at fault.	An incentive of \$1,000 for every month in which there is no collision involving a YoloTD vehicle where vehicle operator is at fault.

8. Management Retention, Reassignment and Removal

8.1 Key Management Personnel

Vacancies and fluctuations in key management personnel associated with contract management is detrimental to the quality, reliability and safety of YoloTD's transportation services. For purposes associated with this procurement, "key management personnel" is considered to be the following positions or their substantive equivalents:

- General Manager
- Operations Manager
- Fleet and Facilities Maintenance Manager
- Safety Manager
- Training Manager

8.2 CONTRACTOR Rights

- For the positions listed in Section 8.1, CONTRACTOR has the right of termination at will. CONTRACTOR may not terminate these positions at YoloTD and reassign the individuals to another property or re-hire them for a period of one year.
- The one year period begins on the day after the final working day of the employee.
- CONTRACTOR has the right to request a waiver of this policy; however, it must be presented to the YoloTD Executive Director in writing for formal consideration. Waivers to this policy will be granted on an exceptional basis only.

8.3 YoloTD Rights

- YoloTD retains the right to determine the qualifications for all five key management positions as listed above.
- YoloTD retains the right to require the removal of any of the five key management positions listed above without penalty.
- In the event that CONTRACTOR chooses to remove or reassign any of the listed key management positions without YoloTD's consent, YoloTD is likely to incur damages, but in an amount that would be extremely difficult or impracticable to determine. Therefore, in such an event, a reasonable estimate of such damages is an amount equal to six months' salary and fringe benefits for each such removal or reassignment made, which amount shall be documented and credited to YoloTD on CONTRACTOR's invoices.
- In the event that any of the key management positions are vacated, CONTRACTOR shall work diligently to provide interim management personnel within ten (10) working days while the permanent positions are recruited and filled. Selection of

specific management personnel, interim or permanent, shall be subject to approval by YoloTD's Executive Director or his/her designee.

- YoloTD shall not be obligated to pay for the salary and benefits of vacant positions. Additionally, YoloTD may assess a penalty for failure to fill vacant positions on a timely basis.
- YoloTD has the right to waive this policy at its sole discretion.

The provisions in this section do not constitute a contract of employment between the above-mentioned positions and YoloTD. These provisions shall not hamper in any way any regular disciplinary actions as required by CONTRACTOR's human resources management.

9. Miscellaneous

9.1 Transit Workers Focus Group

CONTRACTOR shall allow YoloTD to coordinate an internal committee of CONTRACTOR'S non-management employees to identify internal service issues, public-facing service issues, and engage with non-management employees. This committee will be made up of five (5) random CONTRACTOR'S non-management staff with a mix of job classifications.

9.2 Board and Committee Meetings

There will be times when the services operated by the CONTRACTOR are the topic of discussion at public meetings, including the Board of Directors meetings, Citizen Advisory Committee (CAC) meetings, and Technical Advisory Committee (TAC) meetings. CONTRACTOR management staff shall be required to attend such meetings. Whenever possible, YoloTD will notify the CONTRACTOR in advance of particular concerns that might be raised. Should Board or Committee decisions be directed to CONTRACTOR operational issues, the CONTRACTOR shall submit to YoloTD within seven (7) days a plan to address the issues discussed.

9.4 Identification Badges

CONTRACTOR must keep track of its employee badges. CONTRACTOR employees must wear badges while they are working.

9.5 On-Board Distribution/Collection of Information

YoloTD will periodically require that the driver distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. YoloTD will provide specific instruction with the materials to be distributed and/or collected.

9.7 Emergency Operations and Mutual Aid Agreements

YoloTD participates in Yolo County Emergency Operations and may be called upon for emergency operation services in the event of a disaster. YoloTD is also a party to mutual aid agreements with Sacramento Regional Transit, Solano Transit Authority (SolTrans) and Napa Valley Transit Authority (NVTa). YoloTD could be called upon to provide vehicles, drivers, and other manner of support to the areas affected within the County or the mutual aid area. The CONTRACTOR should be able to furnish staff and capital needs to affected areas as directed by YoloTD and Yolo County Office of Emergency Services personnel.

Within 90 days of Notice to Proceed, the CONTRACTOR shall prepare a Emergency Operations Plan and procedures for YoloTD review and approval.

9.8 Emergency Contact

CONTRACTOR shall provide a list of 24-hour emergency numbers and a contact(s) to be used by YoloTD for responding to emergency situations as necessary.

9.9 Media Contact

News media inquiries regarding bus service shall be forwarded to YoloTD for handling and replies. CONTRACTOR shall, however, designate an individual who is authorized to speak on behalf of the CONTRACTOR should such a resource or reference be needed, as determined by YoloTD.

9.10 Employee Performance

CONTRACTOR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional acceptable manner. This shall include the regular practice of ride checks and viewing video to monitor operator performance. Upon written demand of YoloTD, the CONTRACTOR shall immediately remove ANY employees whom YoloTD considers unsuitable for such work from activities associated with this Contract.

10. Options

Option 1: Turnkey Adult Day Health Care Transportation

YoloTD reserves the right to authorize CONTRACTOR to provide vehicles, maintenance, and personnel and operate transportation service on behalf of the Adult Day Health Care program in Yolo County. All costs, manpower, insurance, maintenance and vehicles associated with such work shall be kept separate and distinct from other YoloTD activities and shall not impede on CONTRACTOR's ability to meet the requirements of this Agreement. CONTRACTOR recognizes and agrees that it shall be responsible for negotiating and executing a separate agreement with outside parties for Adult Day Health Care related transportation services.

Appendix B:

SAMPLE AGREEMENT

The Yolo County Transportation District (YoloTD)

AND

(CONTRACTOR)

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This AGREEMENT for OPERATION AND MAINTENANCE OF FIXED-ROUTE BUS, MICROTRANSIT AND ADA PARATRANSIT SERVICES AND FACILITIES (Agreement) is entered into by and between the Yolo County Transportation District. A public transit district organized and existing pursuant to the Yolo County Transportation District Act, Public Utilities Code section 60000 et seq. (YoloTD), located at 350 Industrial Way, Woodland CA and _____ (CONTRACTOR), a [STATE] Corporation located at [INSERT ADDRESS] ("the Parties").

1. SCOPE OF SERVICES

This is an Agreement to provide transportation management, maintenance, and operations services, including management and technical personnel and other assets useful for the support of YoloTD transit operations. The CONTRACTOR agrees to provide these services to YoloTD in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with expertise in providing transportation management, maintenance, and operation services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services will consist of the services set forth in the Request for Proposals dated _____, which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONTRACTOR's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

XXXXXXX

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a three-year base term commencing upon **August 1, 2026** and ending on **July 31, 2029**. The CONTRACTOR will furnish YoloTD with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

YoloTD reserves the right, in its sole discretion, to exercise up to two, two-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If YoloTD determines to exercise the option term(s), YoloTD will give the CONTRACTOR at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term(s) granted thereto as specified herein, are subject to YoloTD's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Agreement, the Proposed General Manager _____ will serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. In the event that this position is vacated, CONTRACTOR shall work diligently to provide an interim General Manager within (10) working days while a permanent replacement is filled. Selection of replacements, both interim and permanent, shall be subject to approval by YoloTD's Executive Director or his/her designee

5. COMPENSATION

The CONTRACTOR agrees to perform all of the services set forth in Section 1 for a total not-to-exceed amount of _____, in accordance with Exhibits A and B.

The CONTRACTOR's compensation will be based on the following two (2)-tier formula:
Tier 1. Variable Payment of a fixed hourly rate and fixed per-mile service, based on the CONTRACTOR'S proposal referenced in Section 2 of the Agreement.

Rates for service shall be based on the quantity of service hours AUTHORITY expects to deliver and will be based on the CONTRACTOR's proposal referenced in Section 2 of the Agreement.

Tier 2. Payment of a fixed monthly rate per service month:

FY 2026/27 \$ _____

FY 2027/28 \$ _____

FY 2028/29 \$ _____

The monthly rate shall compensate CONTRACTOR for all work, including, but not limited, to all the cost elements assigned to CONTRACTOR in the Scope of Work, except those included in Section 5(A) of this Agreement.

Rates for service shall be based on the quantity of service hours AUTHORITY expects to deliver and will be based on the CONTRACTOR's proposal referenced in Section _____

Except as specifically provided elsewhere in this Agreement, the fixed hourly rates and fixed per-mile rates and the fixed monthly rate specified in Section 5(A) and Section 5(B) of this Agreement shall provide compensation for CONTRACTOR's provision of transit services defined in this Agreement.

A. Shortages and Delays. CONTRACTOR shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events include, but are not limited to, the events listed in Section 24 below. However, CONTRACTOR shall not receive payment for the revenue vehicle mileage rate and only the mutually agreed direct and indirect monthly fee during the period of time that service is not provided. CONTRACTOR also grants AUTHORITY the right to provide these services through other means on a temporary basis should CONTRACTOR be unable to perform said services.

B. Additional Services. Additional services outside normal operating hours

shall be considered extra services. Additional services, as authorized in writing by AUTHORITY or its designee, will be paid for on an individual basis at the hourly rate and per-mile rate as set forth in Cost Proposal Form 1, and will be billed separately from monthly invoices and shall be in excess of the not-to-exceed amount.

C. Prompt Payment to Subcontractors. CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 working days from the receipt of each payment the CONTRACTOR receives from AUTHORITY. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 15 working days after the subcontractor's work is satisfactorily complete. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of AUTHORITY. This clause applies to both DBE and non-DBE subcontractors.

6. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices to AUTHORITY for all platform-vehicle hour costs calculated as stipulated above, the fixed monthly rate, and reimbursements. Invoices should be submitted to YoloTD not later than the tenth (10th) day of the month following the month the service was provided. Monthly invoices should include mileage costs and record of service (live and deadhead) hours and service (live and deadhead) miles performed. CONTRACTOR will not be compensated for missed revenue vehicle hours during revenue service. All required reports and submissions as described in attached Scope of Work, shall be accurately completed and submitted to AUTHORITY prior to payment of monthly fee.

Invoices shall be made in writing and delivered or mailed to YoloTD as follows:

Accounts Payable

All payments by AUTHORITY shall be made in arrears after the service has been provided. YoloTD will endeavor to pay approved invoices within 30 calendar days of their receipt. YoloTD reserves the right to withhold payment to the CONTRACTOR if YoloTD determines that the quantity or quality of the work performed is unacceptable. YoloTD will provide written notice to the CONTRACTOR within 10 calendar days of YoloTD's decision not to pay and the reasons for non-payment. If the CONTRACTOR disagrees with YoloTD's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes YoloTD's decision to YoloTD within 30 calendar days of YoloTD's notice. If the CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge YoloTD's decision. Final payment will be withheld until the CONTRACTOR performs all required Agreement expiration or termination obligations.

The CONTRACTOR's taxpayer identification number (TIN) is [REDACTED] as evidenced by a completed Federal Form W-9.

7. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between YoloTD's Executive Director or designee, and the CONTRACTOR's [REDACTED].

Notices informing the CONTRACTOR of YoloTD's decision to exercise Agreement options (that were exercisable in YoloTD's sole discretion) will be exchanged between YoloTD's _____ or designee, and the CONTRACTOR's _____ via electronic mail to: _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to YoloTD: Executive Director

Email: _____

If to the CONTRACTOR:

Attn: _____

Email: _____

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

A. General All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR will be and are the property of YoloTD. YoloTD will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to YoloTD. If any materials are lost, damaged, or destroyed before final delivery to YoloTD, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to YoloTD. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or

violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

B. Intellectual Property Provisions [These provisions are subject to further revision or removal depending upon whether and what kind of third party software the selected contractor proposes to use in its provision of services]

i. Grant of License. The CONTRACTOR grants to YoloTD a perpetual, unlimited, royalty-free, non-exclusive and irrevocable license for AUTHORITY (including without limitation its officers, directors, employees, and agents) to install, use, copy, modify, and maintain CONTRACTOR software, with no limitation on the number of sites or users. The CONTRACTOR will use only third-party software that has been expressly approved in writing by YoloTD. The CONTRACTOR will procure, maintain, and otherwise be responsible for all licenses for YoloTD, in YoloTD's name, for any such third party software. The CONTRACTOR will provide to YoloTD copies of such licenses, along with any related software or license documentation. To the extent that any other licenses or permissions are reasonably desirable or necessary for YoloTD to use the software, the CONTRACTOR will procure for YoloTD, in YoloTD's name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that YoloTD, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

ii. Patent and Copyright Warranties. The CONTRACTOR represents and warrants that any use of the software by YoloTD (or its officers, directors, agents, employees, or transit users) will not infringe or violate the patent, copyright, trade secret, or other intellectual property or proprietary rights of any third party.

The CONTRACTOR further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade secret, or other intellectual property or proprietary rights needed for the software—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by YoloTD used on or incorporated in the work under this Agreement. The CONTRACTOR assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes..

Precedence. In the event of any conflict between the provisions of this Section 8 and the provisions of any separate software license, escrow, or otherwise related agreement, Section 8 will take precedence.

C. Data Security, Privacy and Cloud Software Provisions.

9. CONFIDENTIALITY

Any AUTHORITY materials that the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") will be held in confidence by the CONTRACTOR, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, subcontractors and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of YoloTD's Executive Director or designee.

10. USE OF SUBCONTRACTORS

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of YoloTD, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants/subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONTRACTOR will be solely responsible for reimbursing any subcontractors/subconsultants and YoloTD will have no obligation to them.

11. CHANGES

YoloTD may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any YoloTD conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR will so advise YoloTD immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to YoloTD prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AUTHORITY approval for extra work prior to performing extra work may, at YoloTD's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR will indemnify, keep and save harmless YoloTD and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons (including death) or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR or its employees, subcontractors, subconsultants, representatives or agents; and

B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; and

C. Any disclosure, or alleged disclosure, of AUTHORITY PII, as defined in Attachment A; and

D. Any claim by CONTRACTOR, on behalf of an employee or subcontractor, or any employee or subcontractor of CONTRACTOR that he/she/it is or shall be deemed to be an employee of YoloTD for any purpose.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against YoloTD or any of the other individuals enumerated above in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

Except as otherwise provided in this Agreement, AUTHORITY agrees to, and will, indemnify and hold the CONTRACTOR, and its directors, officers, agents, employees, representatives, insurers and attorneys (hereinafter, collectively, "CONTRACTOR Indemnitees") harmless from, and defend CONTRACTOR Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the CONTRACTOR (hereinafter referred to collectively as "Claims and Damages") which may arise from the CONTRACTOR's operation, maintenance, repair or use of buses or equipment or provision of its services as contemplated by this Agreement up to an annual aggregate limit of \$10 million (the "Liability Cap"). The CONTRACTOR will indemnify AUTHORITY and its Directors, Board members, Officers, Agents, Employees, representatives, insurers, and attorneys (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the Liability Cap. Damages caused to vehicles within the bus yards, maintenance shops, satellite parking lots and other AUTHORITY facilities shall be the responsibility of CONTRACTOR and shall not be included in the Liability Cap.

Notwithstanding the foregoing, AUTHORITY shall have no duty to indemnify or hold the CONTRACTOR Indemnitees harmless from damages on account of the CONTRACTOR's Excluded Conduct, as hereinafter provided. This exception from YoloTD duty of indemnity hereunder on account of the CONTRACTOR's Excluded Conduct shall mean that: 1) in the case of an award after trial, or arbitration with third party claimants, AUTHORITY has no duty to indemnify CONTRACTOR Indemnitees for an award of Exemplary Damages against CONTRACTOR Indemnitees or for any compensatory damages awarded in conjunction with an award of Exemplary Damages, or 2) in the case of a negotiated

settlement, YoloTD duty to indemnify the CONTRACTOR Indemnitees does not include that portion of any settlement determined by the agreement of AUTHORITY and the CONTRACTOR to have been paid due to the probability that Exemplary Damages would be awarded against the CONTRACTOR had the matter been litigated. The term "Exemplary Damages" shall mean those for which there is clear and convincing evidence that the CONTRACTOR, its employer or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

- a. Malice means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.
- b. Oppression means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
- c. Fraud means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where Exemplary Damages are sought or claimed, the CONTRACTOR shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where Exemplary Damages are awarded against CONTRACTOR Indemnitees after trial or arbitration with third parties, the CONTRACTOR will reimburse AUTHORITY for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which Exemplary Damages were sought, if it has been determined by agreement of the parties that a portion of the settlement was paid due to the probability that Exemplary Damages would have been awarded had the matter been litigated ("Exemplary Damages Portion"), the CONTRACTOR shall reimburse AUTHORITY pro rata for its reasonable costs of defense (including attorney's fees) in the same ratio that the Exemplary Damages portion of the settlement bears to the total settlement as determined by the agreement of the parties.

Notwithstanding the other provisions of this Agreement, AUTHORITY shall have no duty to indemnify or defend CONTRACTOR Indemnitees for Claims and Damages involving: 1) passengers on buses other than buses in AUTHORITY Services; 2) property or equipment being used in service other than AUTHORITY Services; 3) accidents which arise out of bus service of the CONTRACTOR or of other entities (other than AUTHORITY Services); or 4) damages caused to AUTHORITY-owned vehicles within the bus yards, maintenance shops, satellite parking lots and other AUTHORITY facilities. The CONTRACTOR shall defend, indemnify and hold harmless Owner Indemnitees from any and all claims and damages involving numbered items one through four in the immediately preceding sentence.

CONTRACTOR shall indemnify and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding buses) and any automobiles registered to or owned by CONTRACTOR in the provision of AUTHORITY Services; 2) arising from CONTRACTOR's obligations to its employees under Workers' Compensation and any

amendments or successor acts thereto; 3) in excess of the Liability Cap of such Claims and Damages arising from CONTRACTOR's operation, maintenance, repair or use of the buses and equipment or provision of AUTHORITY Services pursuant to this Agreement; 4) arising from CONTRACTOR's Excluded Conduct in those circumstances which would result in an exception to YoloTD duty of indemnification on account of Excluded Conduct as specified in Section (c) above; or 5) arising out of any release of hazardous materials in, on, about or adjacent to the CONTRACTOR's premises caused by an act or omission of the CONTRACTOR, its employees, contractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement. With respect to those matters referred to above, the CONTRACTOR shall also have the duty to defend as well as to indemnify and hold harmless AUTHORITY.

If any of the provisions herein above to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to provisions outlined in the Insurance Section of this agreement

13. INSURANCE

Refer to Appendix D, appended hereto, for the Insurance Requirements.

14. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed to be an agent or employee of YoloTD. The CONTRACTOR is and will be an independent contractor and the legal relationship of any person performing services for the CONTRACTOR will be one solely between that person and the CONTRACTOR.

CONTRACTOR shall have full control of the work and the manner in which it is performed. CONTRACTOR's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits that AUTHORITY provides its employees.

CONTRACTOR shall give each new employee hired for any part of YoloTD services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to AUTHORITY. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with YOLOTD. The contract between the (Contractor) and YOLOTD is for a three-year term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a service contract with YOLOTD that has a definite term and which may be terminated or will expire at some point in the future."

The CONTRACTOR will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. CONTRACTOR will indemnify and hold harmless AUTHORITY for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

15. ASSIGNMENT

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of YoloTD.

16. LITIGATION SUPPORT

The CONTRACTOR must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by YoloTD. In the event that litigation relating to the performance of this Agreement arises, the CONTRACTOR will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONTRACTOR may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

17. AUTHORITY WARRANTIES

YoloTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. AUTHORITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of YoloTD, YoloTD's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for YoloTD.

19. WARRANTY OF SERVICES

A. The CONTRACTOR warrants that its services will be performed in accordance with the standards of practices of comparable transportation management, maintenance, and operations services firms at the time the services are rendered.

B. In the event that any services provided by the CONTRACTOR hereunder are deficient because of the CONTRACTOR's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, YoloTD will report such deficiencies in writing to the CONTRACTOR within a reasonable time. YoloTD thereafter will have:

i. The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or

ii. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if, within 30 days after written notice to the CONTRACTOR requiring such re-performance, the CONTRACTOR fails to give satisfactory evidence to YoloTD that it has undertaken said re-performance; or

iii. The right to terminate the Agreement for default.

The CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

20. CLAIMS OR DISPUTES

The CONTRACTOR will be solely responsible for providing timely written notice to YoloTD of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is YoloTD's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, the CONTRACTOR's failure to provide timely notice will constitute a waiver of the CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by YoloTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given YoloTD due written notice of a potential claim. The potential claim will set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by YoloTD, such notice will be given to YoloTD prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by YoloTD and will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

21. REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, YoloTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

22. TEMPORARY SUSPENSION OF WORK

YoloTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as YoloTD may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR will comply immediately with the written order of YoloTD to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from YoloTD to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at CONTRACTOR's expense and no schedule extensions will be provided by YoloTD.

In the event of a suspension of the work, the CONTRACTOR will not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work that YoloTD has specifically directed the CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. TERMINATION

A. Termination for Convenience. YoloTD may terminate this Agreement for convenience at any time by giving sixty (60) days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If YoloTD terminates the Agreement for convenience, YoloTD agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from YoloTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of YoloTD upon the effective date of the termination for convenience. The CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as YoloTD deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONTRACTOR fails to perform any of the provisions of this Agreement, YoloTD may find the CONTRACTOR to be in default. After delivery of a written notice of default, YoloTD may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in YoloTD's discretion, provide a plan to cure such breach which is acceptable to YoloTD within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, YoloTD may

immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR's property, YoloTD may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. YoloTD agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from YoloTD for work performed in full accordance with the terms of the Agreement as of the effective date of termination. YoloTD is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of YoloTD upon the effective date of the termination for default.

C. The rights and remedies of YoloTD provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS AGREEMENT. In accordance with Government Code Section 53069.85 and Section 5.2 of the Scope of Work, in the event that the CONTRACTOR fails to perform the services set forth in the Agreement, including but not limited to, failing to meet the schedule, maintenance, and other performance requirements, the Parties agree that YoloTD will incur damages that are difficult to ascertain. Accordingly, the CONTRACTOR agrees to pay, as liquidated damages and not as a penalty, the amounts described in Section 5 of the Scope of Work.

The CONTRACTOR agrees to pay these liquidated damages, and further agrees that YoloTD may deduct this amount from monies due or that may become due to the CONTRACTOR if not paid within twenty calendar days of written demand by YoloTD. The CONTRACTOR agrees that the amount YoloTD owes to the CONTRACTOR under the Agreement will be reduced as compensation to YoloTD for those financial injuries in performance to which they relate.

The assessments detailed in this Section in no way relieve the CONTRACTOR of its obligation to satisfy each requirement under the terms of the Agreement. Each assessment shall stand on its own and the application of one shall in no way affect the application of any or all-remaining assessments. YoloTD may periodically review and adjust performance standards and damage assessment values to reflect actual conditions or experience.

YoloTD's Director of Transit Operations will monitor service performance. Any damage assessment will be computed **monthly** through identification of a specific failure to meet a service requirement. YoloTD, in its sole discretion, may elect not to impose an assessment. YoloTD's election not to impose or collect any assessment in any one instance will not act as a waiver to YoloTD's right to make such future assessment.

The CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by YoloTD to be beyond the reasonable control of the CONTRACTOR, provided the CONTRACTOR notifies the Director of Transit Operations in writing of the causes of delay within five calendar days from the beginning of any such delay. The Director of Transit Operations will ascertain the nature of the delay and determine whether an extension of time is warranted, which determination will be final and conclusive. The CONTRACTOR has the burden of proof that the delay was beyond its control.

The liquidated damages set forth in this Section will be YoloTD's exclusive remedy for any damages resulting from the CONTRACTOR's failure to meet the deadlines set forth in the Agreement, including the Scope of Work.

A recurring pattern of below service standard performance may be subject to Termination for Convenience or Termination for Default procedures.

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors/subconsultants will permit YoloTD, the Metropolitan Transportation Commission, the State Comptroller, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit. The CONTRACTOR will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement. **CONTRACTOR shall submit quarterly an un-audited report of actual expenditures (both direct and indirect costs) per the Uniform System of Accounts.**

If, as a result of the audit, it is determined by YoloTD's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse YoloTD for those costs within sixty (60) days of written notification by YoloTD.

Audit Settlement. At any time, AUTHORITY may, at its own cost, conduct or have conducted an audit of the CONTRACTOR. If the audit determines that YoloTD dollar liability for CONTRACTOR's services is less than payments made by AUTHORITY to CONTRACTOR, then CONTRACTOR will pay the difference in cash to AUTHORITY, or, at YoloTD option, credit such overpayment against any future amounts owed by AUTHORITY to CONTRACTOR. If the audit determines that AUTHORITY's dollar liability for services provided under the contract is more than payments made by AUTHORITY to CONTRACTOR, then AUTHORITY will pay the difference to CONTRACTOR in cash.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as YoloTD deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The following EEO clause is added pursuant to 41 C.F.R, Chapter 60, subject to any amendments or changes that may be enacted to such regulations and with the clarification the Executive Order 11246 was revoked by Executive Order 14173 and revisions to these specific requirements are anticipated. Contractor agrees to comply with all federal directives, regulations, and laws as they may be amended during the term of this Contract.

During the performance of this Agreement, the CONTRACTOR agrees as follow:

The Contractor will not discriminate against any employee or applicant for employment because of r of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information.

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by YoloTD's Procurement Officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by YoloTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. ADDITIONAL NONDISCRIMINATION PROVISIONS

The CONTRACTOR shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of any Party, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. The CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other Party's employees and agents, and recipients of services are free from such discrimination and harassment.

The CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.).

29. **CONFLICT OF INTEREST**

A. General. Depending on the nature of the work performed, a CONTRACTOR of YoloTD may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA) and California law that govern YoloTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, the CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under YoloTD's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by YoloTD.

No person previously in the position of director, officer, employee or agent of YoloTD during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before YoloTD, or any officer or employee of YoloTD, for a period of one (1) year after leaving office or employment with YoloTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest. The CONTRACTOR will take all reasonable measures to preclude the existence or development of an organizational conflict of

interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to YoloTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONTRACTOR will not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

CONTRACTOR shall not divert any revenues, passengers or other business from YoloTD project to any taxi, transportation network company (TNC), or other transportation operation of CONTRACTOR unless specifically agreed to in writing by AUTHORITY. CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to AUTHORITY for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.

If at any time during the term of this Agreement the CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONTRACTOR immediately will provide YoloTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, YoloTD becomes aware of an organizational conflict of interest in connection with the CONTRACTOR's performance of the work hereunder, YoloTD will similarly notify the CONTRACTOR.

In the event a conflict is presented, whether disclosed by the CONTRACTOR or discovered by YoloTD, YoloTD will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. YoloTD's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONTRACTOR must maintain lists of its employees, and the subcontractors and independent consultants used and their employees. The CONTRACTOR must provide this information to YoloTD upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. The CONTRACTOR will retain this record for five (5) years after YoloTD makes final payment under this Agreement. Such lists may be published as part of YoloTD's future solicitations.

The CONTRACTOR will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONTRACTOR will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by YoloTD in addressing organizational conflicts that arise out of work performed by the CONTRACTOR, or to termination of this Agreement for breach.

30. SUBSTANCE ABUSE PROGRAM

YoloTD adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, YoloTD requires that contractors who “stand in the shoes” of YoloTD are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. The CONTRACTOR is required to comply fully with all Department of Transportation (DOT) and Federal Transit Administration (FTA) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The CONTRACTOR’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”*) and 49 CFR Part 40, (*“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”*).

The CONTRACTOR will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for YoloTD to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees will also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The CONTRACTOR must notify YoloTD’s Project Manager immediately of any violation of the regulations or failure to test.

Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the CONTRACTOR utilizes its own pre-established program or a third-party administrator’s program, the CONTRACTOR must fully cooperate with YoloTD in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that YoloTD requires of the CONTRACTOR. The CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (MIS) reports before March 1st (for the prior calendar year) to YoloTD. The CONTRACTOR agrees that all records produced and maintained in the performance of the program are subject to review by YoloTD in a facility not more than 100 miles away. Further, the CONTRACTOR may be required to submit quarterly MIS reports to YoloTD.

The CONTRACTOR agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of the CONTRACTOR’s substance abuse policy; and (3) the name of its third-party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by YoloTD, may result in the Agreement being terminated for default.

31. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

The CONTRACTOR consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against YoloTD, its directors, officers, employees, and agents, for the disclosure of such information. If the CONTRACTOR did not include a confidentiality index in its proposal, YoloTD will have no obligation to withhold any information from disclosure and may release the information sought without liability to YoloTD.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, YoloTD may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If YoloTD determines that information in the confidentiality index is not exempt from disclosure, YoloTD will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

The CONTRACTOR agrees to indemnify, defend, and hold harmless YoloTD, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONTRACTOR fails to accept a tender of a defense, YoloTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

32. ADDITIONAL REQUIREMENTS.

The following additional requirements apply to and are incorporated into this Agreement:

A. Federal Requirements. This Agreement is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. The CONTRACTOR agrees to comply with all of the provisions in Attachment C, FTA Clauses.

B. Management. During the term of this Agreement, CONTRACTOR shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in Section 1. All management personnel to be employed must be committed exclusively to the performance of work on YoloTD project and shall not perform any other services for CONTRACTOR or other entity. Management personnel shall be full-time employees of CONTRACTOR.

C. Medical Assistance to Passengers. CONTRACTOR's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help, on the instructions of dispatcher.

D. Uniforms. CONTRACTOR shall purchase uniforms as specified by AUTHORITY for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to YoloTD approval. Uniforms shall include, but

not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances while on-duty.

E. Transportation Data Reporting. CONTRACTOR must collect and report operating and financial data to AUTHORITY in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Code of Regulations, Title 21, Division 3, Chapter 2, as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements (FARE) as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964).

F. Worker's Compensation. CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Agreement.

G. 13(c) Agreement. As applicable to the performance of this Agreement, CONTRACTOR agrees to be bound by the terms of the 13(c) Agreement between AUTHORITY and Amalgamated Transit Union, Local 1225, dated July 20, 1990, and the 13(c) Agreement between AUTHORITY and the Brotherhood of Teamsters and Auto Truck Drivers, Local 70, dated March 23, 1990.

H. Employee Protection. CONTRACTOR will be exclusively responsible for satisfaction of all obligations that may be owed its employees, whether derived from statute, regulation or agreement, both during and subsequent to the term of the Agreement.

As further consideration for the compensation to be paid by YoloTD to the CONTRACTOR for the provision of services called for by this Agreement, the CONTRACTOR agrees to, and will, defend, indemnify and hold harmless YoloTD, and its board members, officers, agents and employees, from and against the payment of any dismissal allowances, displacement allowances or any other cost, benefit, or expense, including attorney's fees, arising from any claims, demands or liability under Sections 13(c), 15(n)(1) or any other provision of the Federal Transit Act, (49 USC 5300 et seq.) as said law now exists or hereafter may be amended, or under any comparable provision of federal, state or local law, or pursuant to the terms of any collective bargaining agreement to which the CONTRACTOR is a party or pursuant to any personnel policies adopted by the CONTRACTOR pertaining to its employees, asserted against YoloTD for the dismissal, displacement, or other alleged injury owed to any employee of the CONTRACTOR, during or subsequent to the term of the Agreement and any option period or carry over term.

I. Rights of AUTHORITY Upon Termination or Expiration of Agreement and Waiver of Claims. Upon expiration or earlier termination of the Agreement, YoloTD will have the right to provide the service by means of its own employees, buses and equipment, or pursuant to a contract with other carrier(s), or otherwise, along the routes operated by the CONTRACTOR as provided in the Agreement. The CONTRACTOR agrees to forever waive any claim, of any sort or nature, against YoloTD based upon AUTHORITY's operation, or contracting for the operation, of the services or any portion of it.

In addition, as further consideration for the compensation to be paid by YoloTD to the CONTRACTOR for the provision of services called for by the Agreement, the

CONTRACTOR will waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act as it now exists or hereafter may be amended, or to existing systems under the provisions of Sections 103000 et seq. of the California Public Utilities Code as said provisions now exist or hereafter may be amended. The CONTRACTOR also hereby forever waives any claims of unfair competition that it might otherwise assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.

J. Non-Employee Picketing. If employees of one party picket facilities of the other party in connection with a labor dispute between such employees and the employing party, the employing party will reimburse the other party for expenses incurred by the latter in attempt to terminate such picketing.

K. Non-Exclusivity of Agreement. This Agreement is not, and will not be construed to be, the sole contract for operations, maintenance or repairs into which YoloTD may enter during the term of the Agreement or as it may be extended. YoloTD reserves the right to provide public transit service anywhere within YoloTD's authorized service area, by its own employees and equipment or pursuant to a contract with other parties during the term of this Agreement.

L. Title to Supplies and Equipment. Title to supplies and equipment is described below:

i. YoloTD Beginning Inventory. CONTRACTOR shall agree to purchase YoloTD bus parts, components, and supplies, oil, lubricants, cleaning supplies, antifreeze, batteries, and other consumable items at YoloTD cost upon the execution of this Agreement. AUTHORITY reserves the right to purchase any portion of the ending inventory from the CONTRACTOR. Payment will be reconciled on the last day of this Agreement.

ii. CONTRACTOR's Inventory. Bus parts and supplies shall be purchased by the CONTRACTOR and will be the property of the CONTRACTOR. The CONTRACTOR shall maintain a reasonable spare inventory. At all times, the CONTRACTOR shall maintain a complete and accurate inventory listing, including item name and description, purchase price, quantity, and location of each part.

M. Liaison. CONTRACTOR shall assist and cooperate with AUTHORITY in meeting the objectives of providing quality public transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with AUTHORITY on matters related to operations, monitoring, reporting and service performance measurements.

N. Failure to Perform. AUTHORITY recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of CONTRACTOR. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

AUTHORITY and CONTRACTOR will monitor service performance to ensure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, AUTHORITY may request, in writing, adequate assurance of performance.

CONTRACTOR understands that continual substandard performance such as service runs departing ahead of schedule, missed service runs, service runs departing scheduled stops fifteen minutes or more after the scheduled time, frequent accidents and safety violations, frequent vehicle failure and frequent public complaints regarding driver behaviour, or dirty vehicles are grounds for termination of this Agreement.

33. ENGINE AND FLEET REGULATIONS.

Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

The CONTRACTOR, and all subcontractors, are considered the fleet owner and operator, and CONTRACTOR is solely responsible for compliance with all provisions of the CARB engine and fleet regulations and the payment of any fines or penalties imposed by CARB or the U.S. Environmental Protection Agency (EPA) resulting from the CONTRACTOR's non-compliance. The CONTRACTOR shall indemnify, hold harmless, and defend (with legal counsel chosen by YoloTD at the CONTRACTOR's expense) YoloTD against any violation notices issued, or enforcement actions brought, by CARB or EPA involving the CONTRACTOR's non-compliance.

34. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

35. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

Neither YoloTD review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement, and the CONTRACTOR shall be and remain liable to AUTHORITY in accordance with applicable laws for all damages to YoloTD caused by the CONTRACTOR's negligent acts, errors or omissions in the performance of any of the services furnished under this Agreement.

36. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as

possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

37. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the Parties.

38. APPLICABLE LAW AND VENUE; COMPLIANCE WITH LAWS

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. At all times, the CONTRACTOR and its employees must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of YoloTD. YoloTD will not be responsible or liable for the CONTRACTOR's violations of said laws. The CONTRACTOR's personnel will have exclusive control of the equipment and facilities employed in furnishing the services. The CONTRACTOR will, at its sole cost, defend, indemnify and hold harmless YoloTD from all costs, expenses (including attorneys' fees), losses, claims, demands, actions or liability arising out of or resulting from the failure of CONTRACTOR or its employees to adhere to the terms of this Section.

Venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Yolo County, California.

39. RIGHTS AND REMEDIES OF YOLOTD

The rights and remedies of YoloTD provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

40. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

41. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and YoloTD. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

Yolo County Transit District :

CONTRACTOR: (See footnote below)*

Signature:

Signature:

Print: _____

Print:

Title: Executive Director

Title:

Date:

Date:

Signature:

Print:

Title: _____

Date:

APPROVED AS TO FORM:

By:

Attorney for YoloTD

* Note: If Contractor is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

(1) the President, Vice President, or Chair of the Board; and

(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to YoloTD indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

APPENDIX C

**FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS**

**FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS**

Requirements/Conditions for All FTA Assisted Contracts:

- Federal Disclaimer to Third Parties**
- Program Fraud and False or Fraudulent Statements and Related Acts**
- Access to Third Party Contract Records**
- Prohibitions Against Exclusionary or Discriminatory Specifications**
- Changes to Federal Requirements**
- Termination Provisions (Contracts exceeding \$10,000)**
- Civil Rights Requirements**
- Requirements for Disadvantaged Business Enterprises (DBEs)**
- Incorporation of FTA Terms**
- Debarment and Suspension Requirements**

Requirements for Contracts Exceeding Small Purchase Threshold (\$100,000):

- Report, record retention, and access provisions**
- Buy America requirements**
- Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation**
- Lobbying Requirements**
- Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)**
- Clean Water Requirements**
- Clean Air Requirements**

Cargo Preference

- Acquisition of Property Shipped by Ocean Vessel**
- Acquisition of Property Shipped by Air (Fly America)**

Non-Construction Activities

- Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operational contracts (excluding transportation services) in excess of \$100,000**

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements**
- Rights in data and copyrights requirements**

Miscellaneous Special Requirements

- Environmental Protection**
- Energy Conservation Requirements**
- Metric System Requirements**
- Requirements for Recycled Products (for items designated by EPA)**
- ADA Access**
- Assignability Clause**
- Seat Belt Use**
- Text Messaging While Driving**

Certifications

- Buy America**
- Lobbying**

Protest Procedures For Federal Transit Administration Funded Projects

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between YoloTD and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by YoloTD. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. YoloTD Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent

claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records (*Form FTA Master Agreement MA (17) dated October 1, 2010*)

All contractors and third-party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third-party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third-party contractors and third-party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, the Yolo County Transit District (YoloTD) agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement), Terms may be amended or promulgated from time to time during the term of this contract in the event FTA Requirements are amended. Contractor's failure to comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1G

1. **Termination for Convenience (General Provision):** YoloTD may terminate this contract, in whole or in part, at any time by giving 60 days' written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to YoloTD to be paid the Contractor. If the Contractor has any property in its possession belonging to YoloTD, the Contractor will account for the same, and dispose of it in the manner YoloTD directs.
2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, YoloTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by YoloTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, YoloTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** YoloTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to YoloTD's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from YoloTD setting forth the nature of said breach or default, YoloTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YoloTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that YoloTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by YoloTD shall not limit YoloTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. **Termination for Convenience (Professional or Transit Service Contracts):** YoloTD, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, YoloTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, YoloTD may terminate this contract for default. YoloTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of YoloTD.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, YoloTD may terminate this contract for default. YoloTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of YoloTD, protect and preserve the goods until surrendered to YoloTD or its agent. The Contractor and YoloTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of YoloTD.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, YoloTD may terminate this contract for default. YoloTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, YoloTD may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to YoloTD resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by YoloTD in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of YoloTD, acts of another Contractor in the performance of a contract with YoloTD, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within ten [10] days from the beginning of any delay, notifies YoloTD in writing of the causes of delay. If in the judgment of YoloTD, the delay is excusable, the time for completing the work shall be extended. The judgment of YoloTD shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of YoloTD.

9. **Termination for Convenience or Default (Architect and Engineering):** YoloTD may terminate this contract in whole or in part, for YoloTD's convenience or because of the failure of the Contractor to fulfill the contract obligations. YoloTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of YoloTD, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, YoloTD may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by YoloTD.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of YoloTD.

10. **Termination for Convenience or Default (Cost-Type Contracts):** YoloTD may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of YoloTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from YoloTD, or property supplied to the Contractor by YoloTD. If the termination is for default, YoloTD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to YoloTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of YoloTD, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, YoloTD determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, YoloTD, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The Contractor agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives (laws, directives, and regulations may be amended), except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. **Nondiscrimination in Federal Public Transportation Programs:** The Contractor agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the

basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

- b. **Nondiscrimination – Title VI of the Civil Rights Act:** The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.
- c. **Equal Employment Opportunity.** The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*;” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, as those laws, regulations and directives may be amended, except as the Federal Government determines otherwise in writing.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1G

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of YoloTD’s requests which would cause YoloTD to be in violation of the FTA terms and conditions.

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over \$25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. The

Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding \$100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661 (Not applicable)

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of \$100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YoloTD. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of YoloTD. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of YoloTD shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by YoloTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YoloTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the the County of Yolo, State of California,.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YoloTD, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment), 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to YoloTD.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Performance and Payment Bonding Requirements (Non-Construction)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Prohibition on Covered Telecommunications and Video Surveillance Equipment or Services

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from procuring or obtaining covered telecommunications equipment or services, extending or renewing a contract to procure or obtain covered telecommunication services, or entering into a contract (or extending or renewing a contract) to obtain covered telecommunications equipment or services. "Covered telecommunications equipment or services" has the meaning set forth in 2 C.F.R. § 200.216, as it may be amended.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:

Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

- a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

NonConstruction Activities

Non-Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall ensure compliance with the Contract Work Hours and Safety Standards Act ("CHWSSA") 29 C.F.R. § 5.5(b)), as described below:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. section 5.5.

3. *Withholding for unpaid wages and liquidated damages.* The County of Yolo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. section 5.5.

4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. section 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. section 5.5.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19
Not Applicable

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:
1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract,

or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"
3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, YoloTD agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, YoloTD agrees to accept products and services with dimensions expressed in the metric system of measurement.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

- (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement

, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

**BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED
PRODUCTS**

(To be submitted with each bid or offer exceeding \$100,000)

(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding \$100,000)
(To be submitted by the bidder/offeror)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

APPENDIX D: COST PROPOSAL FORM 1 of 2

BUDGET PROPOSAL
OPERATIONS AND MAINTENANCE

Instructions to Proposers: This Form 1 of 2 is to be used to submit the budget proposed for all work described in this RFP. All costs must be expressed in base year dollars.

Future year costs beyond FY26/27 will be calculated using escalators at bottom of Form 1

	60% of base year	70% of base year	80% of base year	90% of base year	BASE YEAR FY25/26	110% of base year	120% of base year	130% of base year	140% of base year
A. Platform Hours (annual)									
Fixed Route	57,152	66,677	76,202	85,728	95,253	104,778	114,304	123,828.90	133,354.20
Paratransit	9,113	10,632	12,151	13,670	15,189	16,708	18,227	19,745.70	21,264.60
Microtransit	16,940	19,764	22,587	25,411	28,234	31,057	33,881	36,704.20	39,527.60
Elements of Cost/Hour									
Operator Wages (annual)									
Operator Fringes (annual)									
Other Operating Costs (specify):									
1									
2									
3									
4									
B. Cost Per Hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Subtotal Annual Hourly Cost (A x B)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	60% of base year	70% of base year	80% of base year	90% of base year	BASE YEAR FY25/26	110% of base year	120% of base year	130% of base year	140% of base year
D. Platform Miles (annual)									
Fixed Route	1,193,081	1,391,928	1,590,774	1,789,621	1,988,468	2,187,314.80	2,386,161.60	2,585,008.40	2,783,855.20
Elements of Cost/Mile									
Operator Wages (annual)									
Operator Fringes (annual)									
Other Operating Costs (specify):									
1									
2									
3									
4									
E. Cost Per Mile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Subtotal Annual Mile Cost (D x E)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	60% of base year	70% of base	80% of base year	90% of base	BASE YEAR FY25/26	110% of base	120% of base year	130% of base	140% of base year
<i>G. Monthly Cost Elements (annual)</i>									
General Manager Salary									
General Manager Fringes									
Operations Manager Salary									
Operations Manager Fringes									
Fleet & Facilities Maintenance Manager Salary									
Fleet & Facilities Maintenance Manager									
Safety Manager Salary									
Safety Manager Fringes									
Training Manager Salary									
Training Manager Fringes									
Liability/prop damage insurance									
Non-Vehicle Insurance									
Office Expenses									
Uniform Expenses									
Training Expenses									
Letter of Credit									
Other Expenses (specify):									
Accounting manager wages									
Accounting manager fringes									
Road supervisors wages									
Road supervisors fringes									
Shop supervision wages									

Shop supervision fringes									
Mechanics wages									
Mechanics fringes									
Utility workers wages									
Utility workers fringes									
Dispatchers wages									
Dispatchers fringes									
Facilities Supervisor wages									
Facilities Supervisor fringes									
Facilities Services Maintenance Worker wages									
Facilities Services Maintenance Worker fringes									
Other personnel wages									
Other personnel fringes									
Contract Overhead									
Profit									
Other (specify)									
H.Subtotal (Annual Fixed Cost)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I.Subtotal Monthly Fixed Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J.GRAND TOTAL ANNUAL COSTS (H plus I)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ANNUAL ESCALATORS**	% increase***	ulative cost factor relative to base
FY26/27 (year 1)		
FY27/28 (year 2)		
FY28/29 (year 3)		
FY29/30 (option year 4)		
FY30/31 (option year 5)		
FY31/32 (option year 6)		
FY31/32 (option year 7)		

****Escalators include inflation, cost of living adjustments, wage/benefit increases per the CBA, and are all inclusive.**

*****Insert % increase as a percentage. E.g. for a 2.5% increase, enter 2.5.**

APPENDIX D: COST PROPOSAL FORM 1 of 2

FORM 2 OF 2: PROPOSER'S PROPOSED STAFFING LEVELS OPERATIONS ADMINISTRATION AND MAINTENANCE

Instructions to Proposers: This Form 2 of 2 is to be used to submit the staffing levels and wages proposed for all work described in this RFP. All costs must be expressed in base year dollars. Shaded cells are pre-calculated.

	60% of base year		70% of base year		80% of base year		90% of base year		BASE YEAR		110% of base		120% of base		130% of base		140% of base	
A. Administration Department	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)
General Manager																		
Operations Manager																		
Safety Manager																		
Training Manager																		
Road Supervision																		
Dispatcher																		
Accounting Manager																		
Clerks																		
Other (specify title)																		
Total Admin. Staffing	0		0		0		0		0		0		0		0		0	
B. Operations Department																		
Vehicle Operators (in FTEs)	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5 rate																		
Year 6 rate																		
Year 7 rate																		
Other Operations Staff (specify title and function)	0		0		0		0		0		0		0		0		0	
1																		
2																		
Total Operations Department Staffing	0		0		0		0				0		0		0		0	

	60% of base year		70% of base year		80% of base year		90% of base year		BASE		110% of base		120% of base		130% of base		140% of base	
C. Maintenance Department	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)	# of FTE[1]	Wage Scale (Hourly Rate)
Fleet & Facilities Maintenance Manager																		
Maintenance Shop Supervisors																		
Mechanics – A	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5+ rate																		
Mechanics – B	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5+ rate																		
Mechanics – C	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5+ rate																		
Electronics Techs	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5+ rate																		
Utility Workers	0		0		0		0		0		0		0		0		0	
Year 1 rate																		
Year 2 rate																		
Year 3 rate																		
Year 4 rate																		
Year 5+ rate																		
Other Maintenance Staff (specify title and function)	0		0		0		0		0		0		0		0		0	
1 Facilities Services Maintenance Program staff																		
2																		
3																		
4																		
5																		
6																		
Total Maintenance Department Staffing	0		0		0		0		0		0		0		0		0	

	60% of base year		70% of base year		80% of base year		90% of base year		BASE YEAR FY		110% of base year		120% of base year		130% of base year		140% of base year	
	#		#		#		#		#		#		#		#		#	
	E[E[E[E[E[E[E[E[E[
TOTAL COMBINED ANNUAL STAFFING	0		0		0		0		0		0		0		0		0	

Appendix X: Insurance Requirements

1. Commercial General Liability

- a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- b. The policy shall allow and be endorsed as primary and not seek contribution from YoloTD's coverage.
- c. The policy(s) shall provide and be endorsed to include YoloTD, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
- d. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to YoloTD.
- e. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of YoloTD and its officers, officials, employees, agents, and volunteers.

2. Business Automobile Liability

- a. Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than \$5,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.
- b. The policy shall provide and be endorsed that YoloTD, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
- c. The policy shall provide and be endorsed to include a waiver of subrogation in favor of YoloTD, its officers, officials, employees, agents, and volunteers.

3. Umbrella or Excess Liability

- a. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include Contractor and its officers, officials, employees, agents, and volunteers as additional insured.

4. Workers' Compensation and Employers' Liability - Statutory

- a. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of YoloTD.

- b. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against YoloTD and its officers, officials, employees, agents, and volunteers.
- c. The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by YoloTD upon written verification that Contractor does not have any employees.

5. Crime/Fidelity Bond

- a. Insurance no less than \$50,000 per occurrence, covering all CONTRACTOR's officers and employees, for loss of YoloTD proceeds caused by dishonesty and/or theft.

6. Insurance Claims

This Section specifies CONTRACTOR's duty to pursue insurance claims for YoloTD-provided buses or equipment damaged or destroyed while in CONTRACTOR's possession.

- a. CONTRACTOR agrees to maintain and return such buses, facility, and equipment to YoloTD in the same condition as when provided by YoloTD, excepting only reasonable wear and tear not attributable to CONTRACTOR's failure to perform its maintenance obligations pursuant to this Agreement.
- b. If such buses, facilities, and equipment are damaged or destroyed while in CONTRACTOR's possession, CONTRACTOR, shall immediately obtain estimates and repair or replace such in an expeditious manner, avoiding, to the best extent practicable, use of damaged buses or equipment in service until they have been repaired or replaced. In its own behalf, CONTRACTOR may pursue any insurance claims which may exist by virtue of the damage or destruction, to the following extent:
 - i. To the full value of the loss if no claim will be made against YoloTD or its insurer;
 - ii. To the extent of CONTRACTOR's or its insurer's out-of-pocket loss if any portion of the loss is claimed against YoloTD or its insurer. In the event that any portion of the loss is claimed against or covered by YoloTD or its insurance, the proceeds of any collection from a third person, and the costs of such collection, shall be prorated between CONTRACTOR and YoloTD on the same ratio as exists with regard to the actual loss coverage paid by the CONTRACTOR's insurance versus YoloTD's insurance.

The CONTRACTOR and its insurer shall extend full cooperation to YoloTD and its insurer in claims adjustment against third persons. In the event that the CONTRACTOR's or its insurance carrier's actions result in a disclaimer of coverage by YoloTD's insurance carrier(s), the CONTRACTOR shall indemnify YoloTD for its total costs resulting therefrom.

7. All Coverages

- a. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.
- b. Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to YoloTD, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to YoloTD of a cancellation no later than five (5) business days before cancellation.

- c. All self-insurance, self-insured retentions, and deductibles must be declared and approved by YoloTD.
- d. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish YoloTD with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by YoloTD.
- e. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- f. Hired Parties – Contractors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Contractor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, “hired parties”. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of YoloTD and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Contractor, including providing an additional insured endorsement for ongoing and completed operations. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to YoloTD upon request.

AGREEMENT BETWEEN

**TRANSDEV SERVICES, INC. - WOODLAND, CALIFORNIA
(YOLOBUS)**

AND

AMALGAMATED TRANSIT UNION, LOCAL 256

Effective September 1st, 2024

ARTICLE I **RECOGNITION**

Section 1.1 Recognition of Union

Transdev Services, Inc. – Woodland California (Yolobus), hereinafter referred to as the “Company”, recognizes Amalgamated Transit Union, Local No. 256, hereinafter referred to as the “Union”, as the exclusive representative of “employees” as defined in Section 1.2 of this Article, deemed appropriate on March 23, 2001 by the National Labor Relations Board in 20-RC-17649, for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 Definition of Employees

Whenever used in this Agreement, the term “employees” shall mean all full-time and regular part-time drivers (“operators”) mechanics and utility employees employed by the Company and located at 352 Industrial Way, Woodland, California 95776 excluding all managerial and administrative employees, dispatchers, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

An employee, who has never accrued seniority under this Agreement or predecessor agreements between the Company and Union, or an employee rehired after termination of employment and/or seniority, shall be in “probationary” status until he/she has completed ninety (90) working days and any extension thereof. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

Section 1.3 Job Classes

The classifications of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a. **Regular, full time:** Employees regularly scheduled to work at least thirty (30) hours in the workweek. A full-time employee working thirty (30) hours or more must select a bid to qualify for benefits.
- b. **Regular, part time:** Employees regularly scheduled to work less than thirty (30) hours in the workweek.
- c. Any part-time employee who averages thirty (30) hours actual work per week during any twelve (12) consecutive weeks of a bid period shall be considered full-time effective on the first day of the next pay period unless said employee indicates that he/she wants to remain a part-time employee.

Section 1.4 Savings Clause

Any provisions of this Agreement which conflicts with any State or Federal Statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, shall not affect the remainder of the Agreement, but such provisions shall be open for negotiation.

ARTICLE 2

SCOPE OF AGREEMENT

Section 2.1 Duration

This agreement shall be in effect on - and shall continue in effect for a term of _____ years, subject however, to revision by notice in writing by either party to the other sixty (60) calendar days prior to the anniversary date. During such sixty (60) calendar day period, conferences shall be held working toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any term or conditions of employment unless expressly agreed to by the parties or authorized by law. All revisions and wages shall be effective as of the anniversary date of this Agreement.

Section 2.2 Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement that are not affected by such decision.

Section 2.3 Waiver of Bargaining Rights and Amendments to Agreement

- (a) During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not (1) such matters are specifically referred to in this Agreement, (2) such matters were discussed between the Company and the Union during

negotiations which resulted in this Agreement, or (3) such matters were within the contemplation or knowledge of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 2.3. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced in writing and executed by both the Company and the Union.

- (b) No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under conditions other than as specified in this Agreement may be asserted by any party, unless there is a signed written supplement to this agreement, executed by a duly authorized official of the Union and the Company in advance of any deviation from the terms contained herein.
- (c) No Company Representative or Official of the Union has authority to orally modify any of the terms contained in this Agreement. Stewards and Executive Board Members are not vested with authority to consent to or approve of any deviation from the terms of this Agreement.

ARTICLE 3 **REPRESENTATION**

Section 3.1 Union Shop Stewards

- a **Recognition of Shop Stewards:** From among the full-time employees employed in the Bargaining Unit, the Union may designate, and the Company will recognize not more than three (3) Shop Stewards to serve as the Union's agents in the representation of employees in the Bargaining Unit. The Company shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name(s). The Union will designate one (1) of the shop stewards as a primary contact with the Company. In the absence of the primary steward, the Union will designate one of the other stewards as the primary contact with the Company. The shop stewards shall consist of two (2) operators and one (1) employee from the Maintenance Department.
- b Upon proper written request by the Union and during normal business hours the Union may examine run sheets pertaining to any operator. A Company representative shall be present during the examination of that record.
- c The Stewards may assist in the investigation, presentation and settling of grievances. Stewards have no authority to take strike action or cause any

other work stoppage interrupting the Company's business except as an authorized, official action of the Union. Stewards are not compensated by the Company for performing his/her duties as Steward and all such duties shall be performed during such times the Steward is not scheduled to work unless he/'she is excused from work by the General Manager or his designee; however, the Company will not deprive a Shop Steward of pay by requiring him/her to go off the clock while handling routine Union business so long as that business is limited to 30 minutes and does not interfere with the Shop Steward or another employee from completing his/her work schedule on time.

Section 3.2 Union Inspection by Union Officials

During normal business hours, the Business Agent or his/her Designee or a Shop Steward, upon written request and notice to the employee, shall be allowed to inspect the personnel file of any employee in the Bargaining Unit. A Company representative shall be present during the examination of these records. Seventy-two (72) hour notice will be required for inspection of records.

Section 3.3 Distribution of Union Literature

Bulletin Boards: The Company will provide the Union with wall space for two (2) bulletin boards, which shall be used by the Union for posting of official notices, meetings and other matters pertinent to the Union. One (1) bulletin board shall be placed in the Drivers Room and the other placed in the Maintenance employees break room. Said bulletin boards will be located in such a manner that all employees can easily see its contents. The Union agrees that the bulletin boards will only be used for official business and will not be used for personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin boards. The Union business agent, or his/her Designee shall have reasonable access, during regular Company office hours, to maintain the bulletin boards.

Section 3.4 Union Business Leave

- A. An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 8 (SENIORITY) of this Agreement. No more than two (2) employees can be on Union leave at one time.
- B. A maximum of one (1) full-time employee designated by the Union upon advance written request of the Union, and approval of the Company's

General Manager or Designee, Officials of the Union or members appointed to serve on a committee shall be granted unpaid time off work for Union business. Such request shall not negatively affect operations or be unreasonably denied by the Company.

Section 3.5 Union Visitation

Upon reasonable prior notice and consent by the Company, authorized agents of the Union who have previously been identified to the Company in writing, shall have access to the Company's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to: provided, however, that there is no interruption of the Company's working schedule or interference with the performance of work by the employees. When relevant records are required by the Union Officers, for purposes stated above, Company Officers shall furnish access, within seventy-two (72) hours, to such material, upon reasonable request by the Union. Applicable laws shall govern access to confidential records.

Section 3.6 New Hire Orientation

New Member Orientation – As part of the new employee onboarding process, the Company will make available to designated Union representative(s) or Stewards an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide an opportunity for membership in Local 256 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees.

ARTICLE 4 **MANAGEMENT RIGHTS.**

Section 4.1 Management Rights

The Company retains all the rights, powers and authority, which it exercised or possessed prior to the execution of this Agreement, except, as specifically amended by an express provision of this Agreement. Therefore, the Company has all of the authority customarily and fully exercised by management in the direction of the working force and operation of the business to include, but not be limited to, the following: to manage, control and or eliminate jobs and operations in whole or in part; to discontinue work; to subcontract work that the client requires to be subcontracted; to temporarily outsource work as long as it does not result in the layoff of a current employees or last more than ninety (90) calendar days; to direct, increase or decrease the workforce; to determine the number of employees needed, including the number of employees needed in each classification; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its

employees; to lay off employees; to establish operating standards, schedules of operation and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt and enforce reasonable work rules and rules of conduct, attendance, appearance and safety and penalties for violation thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install, or operate new or improved technology, machines, tools, equipment, service maintenance methods, materials and operations; to comply with lawful directives from the client; to determine the location and relocation of operations and to effect technological changes. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not.

The rights and authority, which the Company has not officially abridged, delegated, or modified by this Agreement, are retained by the Company. The Company shall retain all rights and authority to which by law it is entitled.

ARTICLE 5

NO STRIKES OR LOCKOUTS

A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work, but will immediately address the matter in an orderly way as provided in the Agreement

B. During the term of this Agreement, the Union agrees it will not instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line (unless there is a concern for safety), stoppage of work, refusal to perform assigned work, or any other interruption of service or production, regardless of the reason for so doing.

C. The Union recognizes that in the event of a work week action, as described above, the Union has an obligation and duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work.

D. Any employee who has been determined to be in violation of this Article may be disciplined up to, and including, discharge.

E. The Company reserves its right to seek injunctive relief to address any violation of this Article.

F. The Company shall institute no lockout of employees during the term of this Agreement.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 Equal Opportunity

The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions, and privileges of employment, nor will it limit, segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, national origin, age, disability, sexual orientation or any other criteria prohibited by law. The parties agree that disputes under this Article shall be resolved through the grievance procedure and or arbitration procedures.

Section 6.2 Affirmative Action and Job Accommodation

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State or local laws pertaining to discrimination, affirmative action or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its client(s) with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or direction, with notice to the Union, and such action or its effect may be deemed a violation of the Agreement.

Section 6.3 Concerted Activities

The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

Section 6.4 Gender Terms

Throughout this Agreement, the use of gender pronouns and terms shall be construed to

include both male and female.

ARTICLE 7

DRUG AND ALCOHOL TESTING

Section 7.1 Drug & Alcohol Policy

Employees will comply with and be governed by the Company's Drug and Alcohol Policy. Any changes to this policy will be presented to the Union a minimum of fourteen (14) business days prior to implementation. The Company's policy must conform to applicable Federal Regulations

ARTICLE 8

SENIORITY

Section 8.1 Seniority Defined Operators

Seniority for operators shall be from the last date of hire in the Operator job classification. Seniority will be used for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. Seniority shall be applicable only as expressly provided in this Agreement. If application of the preceding sentences results in two or more Operators having the same seniority, date of application will determine the Operator's seniority position. Operator's seniority dates already established prior to this Agreement shall be retained. An Operator who is promoted to a position within the Company, not covered by this Agreement may be returned to his/her former seniority as an operator if such a return occurs within one-hundred and eighty (180) days from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

Section 8.2 Lay Off of Operators

- a. Determination of Lay Off: The Company will determine the timing of a lay off, and the number of Operators to be laid off
- b. Lay Off. When a reduction in Operators becomes necessary, as determined by the Company, such lay off shall be made in reverse order of seniority.

Section 8.3 Operator Recall

- a. Order of Recall: The Operator with the most seniority will be the first one recalled from lay off.
- b. Notice of Recall: The Company will forward notice of recall by certified mail, return receipt requested, to the last known address of the Operator subject to recall as reflected on Company records. The Operator must, within five (5) calendar days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

Section 8.4 Seniority Defined Maintenance

- a. Seniority in the Maintenance Department shall be from the last date of hire in a maintenance classification. (Mechanic or Utility). The date of hire shall be the day on which the maintenance employee first does paid service with the Company and will be used for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding shifts, assignments, or time off as provided for in this Agreement. If the application of the preceding sentences results in two or more maintenance employees having the same seniority, application date will determine the maintenance employee's seniority position. Maintenance employees' seniority dates already established prior to this Agreement shall be retained.
- b. If a maintenance employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification.
- c. A maintenance employee who leaves a classification covered under this Agreement to accept a position with the Company not covered by this Agreement may be returned to his/her former classification if such a return occurs within one-hundred eighty (180) calendar days of acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

Section 8.5 Layoff Maintenance

- a. Determination of Lay Off: The Company will determine the timing of a lay

off and the number of employees in each Maintenance classification to be laid off.

- b. Lay Off - Utility: When a reduction in the work force becomes necessary in the Utility classification, as determined by the Company, such lay off shall be made in reverse order of seniority.
- c. Layoff – Mechanic: When a reduction in the work force becomes necessary in the mechanic classification, as determined by the Company, such lay off shall be made in reverse order of seniority starting with sub-classification Mechanic C and then moving to sub-classification Mechanic B and then moving to sub-classification Mechanic A.

Section 8.6 Recall

- a. Order of Recall: The employee with the most seniority in the Maintenance classification being recalled will be the first one recalled from lay off.
- b. Notice of Recall: The Company will forward notice of recall by certified mail, return receipt requested, to the last known address of the maintenance employee subject to recall by classification as reflected on Company records. The employee must, within five (5) calendar days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date.

Section 8.7 Termination of Seniority

Termination of seniority shall mean termination of employment. Seniority (operator and maintenance employee) shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Resignation/Retirement by the employee or termination of the employee by the Company, unless reinstated pursuant to the grievance procedure.
- b. Failure to give notice of intent to return to work after recall within the time period specified in Section 8.3, or Section 8.6 of this Agreement, whichever is applicable, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Failure to return to work upon expiration of an approved leave of absence.

- d. Layoff for a period of twelve (12) months or more or for a period equal to the employee's seniority, whichever is less.
- e. Absence of three (3) consecutive calendar days without notifying the Company.
- f. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave

Section 8.8 Seniority List

The Company shall provide the Union by the tenth (10th) day of each month, a list by department of all employees with the following information: name, hire date, classification, status date, return date, termination date, and rate of pay.

ARTICLE 9 DISCIPLINE

Section 9.1 Probation

All employees of Transdev Services, Inc. (Yolobus) shall serve a Probationary Period of ninety (90) calendar days from their date of hire. This is a period during which the Company may evaluate if the employee has the requisite qualifications, as defined by the Company, for the position. This ninety (90) calendar day probationary period may be extended for up to an additional sixty (60) calendar day period at the discretion of the Company, if the Company determines that additional time is required to effectively evaluate the employee's qualifications for the position. Should the period be extended by the Company, such extension shall be communicated in writing to the employee and the Union a minimum of ten (10) calendar days prior to the completion of the original probationary period. During an employee's probationary period, the Company has the right to discipline or discharge the employee and such discipline or discharge is not subject to the Grievance and Arbitration procedure.

- (a) The term "qualifications" as used in the above section shall mean, but not limited to the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.

Section 9.2 Disciplinary Action

Although the Company may impose, at its discretion, a lesser penalty for conduct that violates the Company's rules, regulations, policies and/or procedures some violations are

so serious that they constitute just cause for discipline, including discharge. The following list, although not all inclusive, contains examples of the types of violations of the Company's rules, regulations, policies and/or procedures that are considered serious and, thus, warrant termination:

1. Negligence in performance of duties.
2. Dishonesty, including falsifying Company records, time records, Company documents, documents related to a workplace injury or making false statements on application for employment or other Company forms.
3. Reporting for work while under the influence of alcohol or drugs.
4. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
5. Refusal to take an alcohol or drug test when requested by the Company.
6. Removal or attempted removal of Company property or property of another employee.
7. Physical violence, fighting, or creating a disturbance on Company premises or vehicles.
8. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
9. Immoral or indecent conduct on Company premises or vehicles.
10. Insubordination, including refusal or failure to perform assigned work.
11. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
12. Clocking in for another employee, having someone clock in for you , or alteration of a time card or any other time keeping method.
13. Willful misuse, destruction, defacing, damage, or loss of any Company property or property of another employee.
14. Failure to follow a safety rule or safety practice, or failure to use safety appliances.

16. Request by the Company's customer, the Yolo County Transit Authority, to terminate an employee.
17. Use of language or any other activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customer's or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status or any other status protected by law.
18. Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles or perform their duties.
19. Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving drugs or alcohol.
20. Violating the Company's Code of Conduct.

Section 9.3 Just Cause

No employee will be disciplined, discharged, suspended, nor will adverse entries be made in personnel record without just cause.

Section 9.4 Employee Notification

The Company agrees that they will notify the employee in person when possible or by email and copy the employee and the Union Representative in writing within ten (10) working days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge. All disciplinary documents shall be counter signed, to indicate receipt by both the employee and management whenever possible.

Section 9.5 Removal From Service

In the event of an investigation of an employee for just cause, that employee may be placed on unpaid administrative leave. If, however, the investigation proves in favor of the employee he/she will be put back into service with pay for all lost time and benefits. An employee will only be placed on administrative leave if the incident at issue could result in the employee's termination.

Section 9.6 Progressive Discipline

Any violation of Company rules, regulations, policies and/or procedures shall result in disciplinary action. While the Company generally adheres to the doctrine of progressive discipline for employees with respect to non-serious infractions/offenses, it is distinctly understood and agreed that nothing herein requires the Company to engage in progressive discipline, and that the Company may, depending on the severity of the infraction/offense and the employee's prior record, skip or repeat any steps of discipline without creating a precedent.

The steps in progressive discipline typically include

First Violation:	Verbal warning - Documented
Second Violation:	Written warning notice
Third Violation:	Suspension One (1) Day
Fourth Violation:	Suspension Three (3) Days
Fifth Violation:	Discharge

Section 9.7 Length on Record & Inspection of Employee Files

Disciplinary action charged on the personnel record of an employee shall not be used for determining progressive discipline against an employee after a period of one (1) year from the date of the offense. Adverse notations regarding preventable accidents on an employee's record more than twenty-four (24) months old as of the date of the accident under investigation will not be taken into consideration in determining discipline. An employee shall have the right, upon reasonable request, to inspect their personnel file during normal business hours.

Section 9.8 Work Rules

The Company shall issue an employee handbook or other documentation outlining rules, regulations, and policies. Prior to the implementation and enforcement of any new or revised work rule, regulation, or policy, the Company will issue notice of the new or revised work rule, regulation, or policy, with a copy given to each Employee and the Union at least thirty (30) calendar days or as soon as practicable, prior to the implementation of said rule, regulation, or policy.

Section 9.9 Cell Phone Policy and Camera Tampering or Obstruction

The Company will enforce its Zero Tolerance on Cellular Telephone or/and Communication Device policy and its Zero Tolerance on Camera Tampering or Obstruction. Failure to comply with these policies will result in immediate termination without recourse to the Grievance and Arbitration procedure as outlined in Article 10.

Policy Specifics: These policies apply to anyone operating a Company vehicle or vehicle owned by the client including Operators, Mechanics, Fuelers, and Washers.

1. The use of cellular telephones and other personal communication devices which include hands-free devices (e.g. Bluetooth, Blackberries, I phones, Pagers, and text messaging devices) while operating any motor vehicle designed or used to transport passengers while performing Company business and/or operating any Company vehicle is strictly prohibited.
2. Cellular telephones and push to talk communication devices may be used only when the vehicle is in a safe location, in park, emergency parking brake engaged and the employee driving the vehicle is out of the driver's seat.
3. While on rest period or meal breaks cellular phone use is permitted, as long as it does not cause a delay of schedule and the employee operating the vehicle is out of the driver's seat.
4. The tampering or obstruction of any camera on any vehicle owned by the Company or client, at any time, whether operating the vehicle or not is strictly prohibited

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 10.1 • Grievance Procedure

A grievance is a claim that the Company has violated a specific provision of this Agreement. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between an employee and the Company. Unless otherwise stated herein, if any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step 1. The aggrieved employee or his/her Union Representative shall file a written statement of the grievance with the Operations Manager within ten (10) working days of the alleged violation of the Agreement. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated, the relief requested and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within ten (10) working days after the written statement of the grievance has been timely filed, the aggrieved employee and or his/her Union

Representative shall be afforded a hearing with the Operations Manager or designee. The Operations Manager or designee conducting the hearing shall render a written response to the written grievance within ten (10) working days from the conclusion of the hearing. A copy of the response will be given to the aggrieved employee, signed and dated by said employee and a Union Representative. Further a copy shall be mailed or e-mailed to the Union office.

Step 2. If the matter is not resolved at Step 1, the Union representative shall, within ten (10) working days of receipt of the Company's response from Step 1, request a hearing, in writing, with the Company's General Manager. The hearing shall be held at the project site within twenty (20) working days of receipt of said request. The Company's General Manager or designee conducting the hearing shall render a response within ten (10) working days from the conclusion of the hearing. A copy of the response will be given to the aggrieved employee, signed and dated by said employee, and a Union Representative. Further a copy shall be mailed or e-mailed to the Union office.

Step 3. If the matter is not resolved at Step 2, the Union shall request Arbitration within forty (40) calendar days from receipt of the General Manager's written response. This request must be in writing and must be sent to the State Mediation and Conciliation Service.

Section 10.1a Record Documents

The Union and the Employee will be allowed to review all relevant papers and documents pertaining to charges against the Employee.

Section 10.1b Witnesses

At any grievance hearing regarding suspensions or termination, the Employee and the Union Representative will have the opportunity, in the presence of the Company, to question all witnesses that are employed by the Company and others that may be relevant to discipline that are willing to attend the hearing. If, at any point during the questioning the G. M., or their designee, feels the questioning is inappropriate, outside the scope of the grievance or the witness is being intimidated, the G. M. or their designee can stop the meeting.

Section 10.2 Arbitration

If the matter is timely referred to arbitration, the following procedures shall apply.

- (a) A list of seven (7) arbitrators with transit experience shall be requested from the State Mediation and Conciliation Service. The request must also indicate a preference for Federal Mediation and Conciliation Service arbitrators. Once a panel is obtained from the State Mediation and Conciliation Service,

selection of an arbitrator shall be made within twenty (20) calendar days of receipt of said list. The Parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left. The person left will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and Union mutually agree to waive the ninety (90) calendar day requirement.

- (b) The arbitrator will not have the authority to amend, alter or change any provision in the Agreement. The arbitrator shall not hear or decide more than one (1) grievance at a time without the mutual consent of the Company and the Union. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application, and compliance with the provisions of this Agreement and supplements or appendices hereto, relating to the rates of pay, hours, or other conditions of work, as set forth in the Agreement.
- (c) The compensation of the arbitrator shall be shared equally between both parties. Unless otherwise specifically agreed in advance, each party shall be responsible for all costs it incurs and for the expenses of presenting its case. In the event that one party requests a transcript, the cost of the transcript will be that of the party requesting the transcript, unless the other party or the arbitrator request a copy, in which case the cost of the transcript will be shared equally by the parties.
- (d) All decisions and awards of the arbitrator will be considered final and binding on the aggrieved employee(s), the Union and the Company.

Section 10.2 Expedited Arbitration

If both parties mutually agree to use expedited arbitration, the following procedures shall apply:

- (a) Neither party may be represented by an attorney.
- (b) Evidence will be presented by the Company and the Union Representative, and the parties will make every effort to stipulate to the relevant facts.
- (c) It is the intent of the parties that the neutral arbitrator will render a bench decision. If not possible, the arbitrator shall issue an award, in writing, within five (5) calendar days after the conclusion of the hearing.

- (d) The arbitrator's award shall be final and binding upon the parties. The award shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
- (e) The parties will select one (1) arbitrator to serve as the primary neutral arbitrator for all expedited cases.
- (f) The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
- (g) The company and the Union have agreed to the following panel:
 - 1. Buddy Cohn Primary
 - 2. Charles A. Askins Back-up
 - 3. Morris Davis Back-up
- (h) Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator, and the parties will mutually select a new back-up arbitrator. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- (i) In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the State Mediation and Conciliation Service and engage in the striking process described above until one person is left who will become the arbitrator.
- (j) The compensation of the arbitrator shall be shared equally between both parties.
- (k) The arbitrator will not have the authority to amend, alter or change any provision in the agreement. The arbitrator shall not hear nor decide more than one (1) grievance at a time without the mutual consent of the Company and the Union. The written or oral award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Company.

Section 10.3 Time Limits

Failure of either party to comply with the time limits as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken

other than to address whether there was a failure to comply with the time limits

Section 10.4 Extension of Times

Time limits in this Article may be extended by mutual agreement in writing.

ARTICLE 11 **HOURS OF WORK**

Section 11.1 Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum and maximum number of hours of work per day, per week or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 11.2 Workweek

The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday., Both full and part time employees shall be scheduled two (2) consecutive days off in each calendar week.

In the event the Company is not in service or there is a reduction in services due to weather or emergencies, employees notified at least two (2) hours in advance via the phone, phone message or electronic message, shall not receive pay for work not performed on that day; however, the employee shall have the option to use vacation pay for that day. In the event a state of emergency is declared by a governmental authority and immediate shut down is imposed, employees who report to work on time shall be paid a minimum of two (2) hours or time actually worked, whichever is greater.

In the event of an emergency any limitations set forth in any Article in this Agreement associated with the assignment of work, appointment of jobs, scheduling of jobs, hours of work, bidding, shift assignments, and notification requirements will be suspended for the period of the emergency (not to exceed fourteen (14) days) as well as for a period of five (5) calendar days thereafter. Any extension of the above time period must be mutually agreed upon. An "Emergency" is defined as a natural or man-made disaster, pandemic or any other exceptional situations such as Acts of God and war that have a significant impact on the Company's ability to provide its services.

Notice to the Union of the Company's reliance upon an Emergency may take place by telephone call, fax and/or email from a member of management. Proof of the message and/or notice having been sent is sufficient – receipt is not required.

Section 11.3 Payday

All paychecks will be distributed every other Friday. The pay period shall consist of two consecutive workweeks.

Section 11.4 Work Qualifications

In order to qualify for a category of work under this Agreement, an employee must be fully qualified, as determined by the Company, to operate the required equipment safely, competently, and efficiently, must possess all required licenses and certificates for the category of work desired and all required in-service hours must be current.

ARTICLE 12 **LEAVES OF ABSENCES**

Section 12.1 Definition

A leave of absence is defined as an absence in excess of ten (10) consecutive workdays without pay.

Section 12.2 Personal Leave

A Personal Leaves of absence of up to thirty (30) calendar days may be granted, at the Company's sole discretion, upon receipt of a written request from the employee stating the reason for the requested leave. The Company reserves the right to request additional information supporting the need for the leave.

Section 12.3 Medical Leave

A non-probationary employee who has exhausted all available paid time off and all time off mandated by applicable law, may be granted a medical leave from work of up to ninety (90) calendar days because of sickness or off duty accident. Any such request must be in writing. The Company reserves the right to request additional information supporting the need for the leave including medical information.

The Company shall extend the leave an additional thirty (30) calendar days if the employee

or the Union requests such an extension in writing and furnishes a written report of a licensed medical doctor (M.D.) stating that the extension is necessary, and that the employee is likely to be able to return to work following such an extension. The Company may, in its sole discretion, extend the leave up to an additional one hundred and fifty (150) calendar days if, at the end of the thirty (30) calendar day extension referenced above, the employee or the Union requests such a further extension, in writing, and furnishes a new written report of a licensed medical doctor (M.D.) stating that the extension is necessary, and that the employee is likely to be able to return to work following such an extension. The total leave period shall not exceed two hundred seventy (270) calendar days. If an employee's leave exceeds two hundred seventy (270) calendar days or the employee does not return to work on the designated date, it will be necessary to terminate the individual from employment and terminate their seniority. If, and when, an employee is released by a physician to return to work, the individual may seek re-employment opportunities at that time.

Section 12.4 Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company. Requests for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence; however, unless otherwise stated in this Agreement, time spent on a leave of absence shall be without pay and shall not be credited toward working time for benefits. An employee on an approved leave of absence cannot work another job unless approved by the Company, in writing.

Section 12.5 Family and Medical Leave Act

The Company will comply with the provisions of the Family and Medical Leave Act of 1993 and the California Family and Medical Leave Act.

Section 12.6 Military Leave

The Company will comply with the provisions of the Veterans Re-Employment Rights Act. Any employee required to perform any Military duty or Reserve duty shall be granted non-paid time off or a non-paid leave of absence for the duration of required duty.

ARTICLE 13 **GENERAL CONDITIONS**

Section 13.1 Company Meetings

The Company may require safety meetings and other informational meetings from time to

time. Employees shall attend such meetings as required by the Company. Employees shall be compensated at their regular rate of pay for actual time spent at the meeting. Absent management approval, failure to attend a meeting covered by this section will result in progressive discipline up to, and including, discharge.

Section 13.2 Physicals and Drug Screens and Fitness for the Job

In the event the Company requires the employee to take a physical examination or drug screen, the Company must pay the cost of the procedure and time spent. No employee shall suffer loss of earnings from the Company as the result of time spent in such physical examinations or drug screens. Compensation will be at the employee's applicable rate of pay and shall not be counted toward the calculation of overtime unless required by law.

The Company reserves the right to arrange, at its expense, a medical examination of any employee at any time to determine the employee's fitness for the job. The employee shall also have the right to have their physician express an opinion regarding the employee's fitness for the job.

In the event Company's physician and the employee's physician disagree, the Company's physician and the employee's physician shall select a third physician to resolve the dispute. The decision of the third physician shall be final and binding on both parties, and the expense of the third physician shall be shared equally between the Company and the Employee so long as the physician is in network. If the physician is not in network the Company will pay for the expense of the third physician.

Section 13.3 D.M.V. Required Physicals

The Company agrees to pay the cost of physical examinations associated with an employee maintaining their driving credentials when the Company doctor is used.

Section 13.4 Citations

No operator shall be required to violate traffic laws. Employees are required to pay for the cost of traffic citations received while operating a Company vehicle. The Company will be responsible for all citations related to the condition of the vehicle.

Section 13.5 Amendment and Waiver

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Company and the Union; any oral statements or oral agreements shall be of no force or affect whatsoever. The waiver or breach of any term or condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of any term or condition.

Section 13.6 Sole Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, and practices whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement and expresses all obligations of any restrictions imposed on the Company.

ARTICLE 14

SAFETY

The Company and the Union recognize that accident prevention work is necessary for the operation of the Company's transportation system and that safety programs, safety meetings and general incident/accident prevention work is mutually beneficial both to the Company and to its employees. Therefore:

- The Safety Meeting dates will be posted in conjunction with the bid and attendance at the safety meetings is mandatory.
- Employees will be notified of any changes to the meeting dates via memos posted throughout the facility a minimum of seven (7) working days, or as soon as practicable in advance of meeting.

ARTICLE 15

ACCIDENT REPORTING

Section 15.1

All employees are required to report accidents immediately or as soon as reasonably possible to dispatch or a supervisor. They are to complete all required paperwork regarding the accident prior to clocking out for the day, unless Management extends the time. Employees shall be compensated at their applicable rate of pay for actual time spent completing the report. Time required to complete the report shall not exceed one (1) hour, unless extended by the Company. Failure to report an accident consistent with the terms of this Section, shall result in discharge.

Section 15.2

The Company will evaluate accidents. The Company shall grade all accidents by employees as to being preventable or non-preventable as soon as possible after the accident occurs. No discipline will be initiated, until the Company has ruled on the preventability

or non-preventability of the accident. Preventable accidents may lead to disciplinary action up to, and including, discharge.

Section 15.3 Accident Reporting

An employee suffering an industrial illness or injury on duty shall receive pay for his/her full scheduled assignment on the day of injury.

ARTICLE 16

BIDDING

Section 16.1 Run Bids:

Runs shall be subject to bid as provided in this article. New bids shall be a minimum of three (3) per year. There shall be a new bid to take effect on the first Sunday of January. The other two bids shall be determined by mutual agreement between the parties. The Company shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Company shall notify all employees who are not scheduled to work the ten (10) working days prior to the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed and the days off. The Company will attempt to create as many full time runs as possible within the five (5) day workweek. No run created shall be in excess of a thirteen hour (13:00) spread. The thirteen (13:00) spread shall be computed from the time the operator is first on duty. Any run, where the operator is relieved shall have travel time back to the garage at the applicable rate of pay figured into the paid time of the run. All runs shall contain rest breaks and meal periods per Wage Order Number 9 of the California Industrial Welfare Commission.

Section 16.2 Written Bid - Operators

The bid time shall submit a written bid for available runs in order of seniority. A total of fifteen (15) operators shall submit bids on each day of the bid period until all eligible operators have submitted bids. The top fifteen (15) operators in seniority shall bid on the first day submitting their bids by 3:00 p.m. The Company shall post the results of that day's bidding no later than 5:00 p.m. so that the remaining operators are aware of the runs that have been selected and are no longer available. This process shall continue each day of the bid period until all operators have had a chance to submit a bid. Those operators who are on vacation or out for less than 10 days at the time of pick shall be allowed to submit a proxy bid for the run bid. Operators who are out on a leave of absence at the time of the pick will be allowed to bid provided they produce medical documentation indicating they will return to full duty within thirty (30) days of the beginning of the new bid. If he/she fails to return within the first thirty (30) days of the bid, he/she will not be allowed to pick again until he/she returns to full duty. Any operator who does not submit a bid shall be

passed over and the bid continued. The operator passed may later bid at any time before the bid is completed. Each operator shall use a Company provided form for this purpose. Bidding shall commence on a Monday and proceed until completed.

Section 16.2 (a)

Mechanics are to bid on Start times and Day off as shift assignments twice a year. The first pick will be in December for a start of the bid on the first Sunday of January and the second bid shall be determined by mutual agreement between the parties. Mechanics shall remain on that shift until the next bid starts. The mechanics will bid in seniority order starting with the highest person. Those mechanics who are on vacation or out for less than 10 days at the time of the pick shall be allowed to submit a proxy bid for a shift. Any mechanic out on a leave of absence at the time of the pick cannot pick but upon return to work will be assigned to the shift closest to what he/she had prior to his/her absence until the time of the next pick. If there is a mechanic who does not submit a bid or, who does not bid when it is their turn to bid, the steward shall bid the person as close to their previous bid as possible. Bidding shall commence on a Monday and proceed until completed.

Section 16.2 (b)

Utility workers are to bid on Start times and Day off as shift assignments twice a year. The first pick will be in December for a start of the bid on the first Sunday of January and the second bid shall be determined by mutual agreement between the parties. Utility workers shall remain on that shift until the next bid starts. The utility workers will bid in seniority order starting with the highest person. Those utility workers who are on vacation or out for less than 10 days at the time of the pick shall be allowed to submit a proxy bid for a shift. Any utility worker out on a leave of absence at the time of the pick cannot pick but upon return to work will be assigned to the shift closest to what he/she had prior to his/her absence until the time of the next pick. If there is a utility worker who does not submit a bid or, who does not bid when it is their turn to bid, the steward shall bid the person as close to their previous bid as possible. Bidding shall commence on a Monday and proceed until completed.

Section 16.3 Reduction of Work:

In the event that a run is eliminated or reduced by thirty (30) minutes or more from the time originally bid, an employee may exercise their seniority and displace any operator with less seniority on another run.

In the event that a run is eliminated or reduced by less than thirty (30) minutes the employee shall suffer no loss in pay.

Section 16.4 Extra Work:

Weekly, operators will have the opportunity to sign up for any work that is left unassigned. This work shall be offered to those operators, in seniority order, whose selection of the work will not create overtime for the Company. After the list has been exhausted, the work shall then be offered in seniority order whether it creates overtime or not.

Section 16.5 Overtime

All work performed after eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 1/2) provided, however, that in order to be eligible for daily overtime after eight hours worked in a day the employee must work their entire schedule for the week. All work in excess of thirteen (13:00) hour spread shall be paid at the overtime rate of pay. Unless required by applicable laws, time and one half will only be paid for hours actually worked in a work week and there shall be no pyramiding of overtime.

Members shall be notified at least one hour prior to being required to work overtime.

Section 16.6 Hold Down Assignments

Any work assignment held by an employee who is scheduled to be off 5 shifts or more due to a vacation, leave of absence or other reason, shall be placed up for the bid as a Temporary Hold Down. Only Extra Board Operators are eligible to bid on a Temporary Hold Down. If no Extra Board Operator bids on the Temporary Hold Down, it shall be filled on a daily basis by the Extra Board. Upon returning to the Extra Board from a Temporary Hold Down, the Extra Board Operator will go to the bottom of the seniority list for purposes of bidding on a Temporary Hold Down. A Hold Down shall remain in effect through the remainder of the bid period. If the employee whose work assignment is offered as a Hold Down returns to work prior to the end of the bid period, that employee shall return to their original assigned work.

Section 16.7 Permanently Vacated Assignments

Any work assignment permanently vacated for any reason shall be posted as an "open run." Operators may bid an "open run" in order of seniority starting with the first Operator in seniority below the Operator who has vacated the assignment.

Section 16.8 Extra Board

Extra Board is a bid position with start and end times. Extra Board operators can be held up to twelve (12) hours.

Work will be assigned to Extra Board Operators on a first in -- first out basis by seniority. If two or more Extra Board Operators have the same start time, the most senior employee

will be the first out. A daily rotation is used with respect to Extra Board work assignments.

Section 16.9 Bidding Process

The Company and the Union agree to meet to review and discuss changes to the bidding process.

Section 16.10 Meal Periods

The language of this section of the Collective Bargaining Agreement will govern meal periods. Employee shall be provided with an unpaid meal period of at least 30 minutes which must begin within the first five and a half hours of their shift. If an employee does not begin a scheduled meal period within the first five and a half hours of their shift, the employee shall be entitled to be paid one (1) hour at the employee's regular rate of pay. Any claim for a missed meal period, an employee must provide the employer sufficient information for the claim. When an employee's route, schedule or assigned work for the day requires more than six (6) hours of work and the nature of the work prevents the employee from being relieved of all duty for a thirty (30) minute meal period, the Union and the Company agree that the employee shall be provided an on duty meal period that will be paid by the Company. The meal period when required will not be provided until the employee has worked 2 hours after the start of their shift.

The Union and the Company also agree that if an employee works no more than six (6) hours for the day, the meal period shall be waived.

Any and all disputes concerning the application of meal periods under this Agreement, including but not limited to those brought individually and or on behalf of other employees by any individual and or by the Union as a class, mass, private attorney general or other representative action, shall only be subject to the final and binding arbitration as set forth in the grievance procedure of this Agreement. The Company agrees to pay for all cost associated with any arbitration expenses brought under this section.

ARTICLE 17

UNION SECURITY

Section 17.1 Union Shop

It shall be a condition of employment for all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, to remain members in good standing and those who are not members on the effective date of this Agreement shall, by the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall

also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, by the thirtieth (30th) day following his/her date of hire, become and remain members in good standing in the Union.

Section 17.2 Notification

The Company shall notify the Union of all new employees hired within the pay period in which the employee is hired. The notification of the Company to the Union shall be in writing and will indicate the new employee's name, address, phone number, social security number, date of hire and classification.

Section 17.3 Enforcement

In the event any employee, due to his/her own negligence, fails to apply for or maintain his/her membership in the Union, the Union may give the Company written notice of this fact and the Company shall within ten (10) working days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by the Union the employee is a member in good standing in the Union.

Section 17.4 Check Off

Upon proper written authorization provided by each Union member, the Company shall deduct from the first payroll of each month the amount invoiced by the Union, and forward to the Union all uniformly required initiation fees, and all dues and assessments for the current month, from an employee. The Company shall, each month, on or before the twenty-fifth (25th) day of the month forward to the Union a statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith remit the total amount of such monthly deductions to the Union. The Union will hold the Company harmless against any and all claims, suits, complaints or other causes of actions arising out of any action taken or not taken by the Company with, respect to this Article.

ARTICLE 18 **ATTENDANCE**

Section 18.1 Attendance

- a. A miss out is:
 - an occurrence whereby an employee reports to work more than ten (10) minutes after their scheduled starting time;

- If an employee fails to show up for an assigned work shift and fails to notify the project manager or designated person at least ninety (90) minutes before scheduled reporting time, the employee will receive a miss-out.
- b. Two (2) miss-outs in a rolling one hundred and eighty (180) day period will result in discipline up to or including a three (3) day suspension.
- c. Three (3) miss outs in a rolling one hundred and eighty (180) day period will result in discipline up to or including termination.

Section 18.2 Absenteeism

For the purpose of this section, an “incident” of absence means an absence from work or failure to remain at work as scheduled, for any single workday or for any single consecutive series of workdays, except three (3) days of paid sick leave and any leave excused by law.

- a. At five (5) incidences of absences, a written warning shall occur
- b. At seven (7) incidences of absence, a final warning shall occur
- c. At nine (9) incidences of absences in a floating three hundred sixty-five (365) day period shall bring automatic termination.

Section 18.3 Tardiness

A tardy shall be when an employee is more than one (1) minute late for scheduled starting time(s) and less than ten (10) minutes late for scheduled starting time(s).

The following discipline shall be administered for tardiness on a rotating calendar year basis:

- a. six (6) tardies - written warning
- b. nine (9) tardies - final warning
- c. ten (10) tardies-Termination

ARTICLE 19 **PAY AND BENEFITS**

Section 19.1 Wage Rates for Operators

OPERATORS		9/1/2024	9/1/2025	9/1/2026	9/1/2027
60+	\$ 28.61	\$ 30.04	\$ 31.24	\$ 32.80	\$ 34.77
48 mo-59 mo	\$ 26.09	\$ 27.39	\$ 28.49	\$ 29.91	\$ 31.71
36 mo-47 mo	\$ 24.70	\$ 25.94	\$ 26.97	\$ 28.32	\$ 30.02
24 mo-35 mo	\$ 23.64	\$ 24.82	\$ 25.81	\$ 27.11	\$ 28.73
12 mo-23 mo	\$ 22.64	\$ 23.77	\$ 24.72	\$ 25.96	\$ 27.52
0 mo-11 mo	\$ 21.51	\$ 22.59	\$ 23.49	\$ 24.66	\$ 26.14
OPERATORS		9/1/2024	9/1/2025	9/1/2026	9/1/2027
60+	NA	5.00%	4.00%	5.00%	6.00%
48 mo-59 mo	NA	5.00%	4.00%	5.00%	6.00%
36 mo-47 mo	NA	5.00%	4.00%	5.00%	6.00%
24 mo-35 mo	NA	5.00%	4.00%	5.00%	6.00%
12 mo-23 mo	NA	5.00%	4.00%	5.00%	6.00%
0 mo-11 mo	NA	5.00%	4.00%	5.00%	6.00%

- Training Rate to be determined by the Company.

Section 19.2 Wage Rates for Maintenance

Maintenance	Current	9/1/2024	9/1/2025	9/1/2026	9/1/2027
A-Mechanic Lead	\$ 43.13	\$ 45.29	\$ 46.65	\$ 48.04	\$ 49.49
A Mechanic	\$ 41.56	\$ 43.64	\$ 44.95	\$ 46.30	\$ 47.68
B Mechanic	\$ 33.20	\$ 34.86	\$ 35.91	\$ 36.98	\$ 38.09
C Mechanic	\$ 25.50	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26
Utility Worker	\$ 20.49	\$ 21.51	\$ 22.38	\$ 23.49	\$ 24.90
Vehicle Cleaner	\$ 16.50	\$ 17.33	\$ 18.02	\$ 18.92	\$ 20.05
Maintenance		9/1/2024	9/1/2025	9/1/2026	9/1/2027
A-Mechanic Lead	NA	5.00%	3.00%	3.00%	3.00%
A Mechanic	NA	5.00%	3.00%	3.00%	3.00%
B Mechanic	NA	5.00%	3.00%	3.00%	3.00%
C Mechanic	NA	5.00%	3.00%	3.00%	3.00%
Utility Worker	NA	5.00%	4.00%	5.00%	6.00%
Vehicle	NA	5.00%	4.00%	5.00%	6.00%

** The above year one (1) pay rate shall become effective the first full payroll period following ratification.

The Company reserves the right to increase any of the wage rate(s) referenced above upon notice to the Union.

If, and only if, this Agreement, including all previous Tentative Agreements, **is ratified by August 11, 2021**, all active bargaining unit employees employed as of the date of ratification will receive a signing bonus of \$750, after taxes.

Section 19.2(a) Safety Shoe Tool Allowance

The Company shall provide the following Tool Allowance

Mechanics (A & B only)	\$200.00
Utility Fueler	\$0.00

The Company shall provide the Mechanics/Utility Fuelers up to \$150.00 per calendar year **(\$250 per calendar year beginning in September 2025)** towards the purchase of Shoes/Boots that shall conform to the following: Steel Toe; Slip Resistant; chemical resistant and EV rated. Eligibility for this reimbursement requires Mechanics/Utility Fuelers to provide a receipt of purchase for shoes/boots as described above.

Section 19.2(b) Call outs

An employee, who has been called back to work, after having punched out and after leaving Company property at the end of their regular shift, shall be paid at the overtime rate per Section 16.5, with a minimum guarantee of two (2) hours.

Section 19.3 No Reduction in Pay

No Employee covered by this Agreement shall suffer a reduction in pay as a result of the negotiated pay rates above.

Section 19.4 Holiday Pay

All non-probationary full-time employees covered by this Agreement shall receive eight hours (8) pay for each of the below listed Holidays. All part-time employees shall receive four (4) hours pay for each of the below listed holidays. Holiday pay will be paid in addition to any time worked on the below listed Holidays. Employees must work their entire regularly scheduled workday before and after the holiday to receive holiday pay. If the employee is scheduled to work the holiday, the employee must complete their entire shift on the holiday to receive holiday pay.

Section 19.5 Holidays

The Holidays observed are: New Year's Day, Presidents Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving and Christmas Day, MLK Jr. Day, and Juneteenth (beginning in 2025) and Veterans Day (beginning in 2026). These Holidays will be celebrated on the day legally designated by the State of California. The employee shall receive the day off for their birthday and be compensated eight (8) hours. Any hours worked by the employee on the holiday will be paid at the applicable time and one-half rate with the exception of the employee's birthday and Presidents Day which will be paid at the applicable straight time rate.

Section 19.6 Vacations

For the purpose of determining their vacation entitlement, the following schedule will be used.

- a.) Beginning with the first year of employment, vacation time will be earned at the rate of 3:20 hours per month. (One (1) week or Five (5) days)
- b.) Beginning with the third year of employment, vacation time will be earned at the rate of 6:40 hours per month. (Two (2) weeks or Ten (10) days)
- c.) Beginning with the sixth year of employment, vacation time will be earned at the rate of 10:00 hours per month (Three (3) weeks or Fifteen (15) days)
- d.) Beginning with the tenth year of employment, vacation time will be earned at the rate of 13:20 hours per month. (Four (4) weeks or Twenty (20) days)
- e.) Beginning with the fifteenth year of employment, vacation time will be earned at the rate of 16:40 hour per month. (Five (5) weeks or Twenty-five (25) days)
- f.) Beginning with the twenty-fifth year of employment, vacation time will be earned at the rate of 20:00 hours per month. (Six (6) weeks or Thirty (30) days)

Non probationary, full-time employees covered by this Agreement after it implementation shall earn a monthly prorated hourly vacation credit for each month in which he/she is in active service 16 or more calendar days, as defined in the next Paragraph.

For the purpose of determining, one's monthly vacation accrual, in addition to work time, an employee shall be considered on "active service" when on vacation, paid sick leave, and the first thirty (30) calendar days of unpaid sick leave.

The annual vacation period shall commence with the first Sunday in January with the final vacation period beginning the last Sunday in December.

Vacation pay for full time employees will be paid at the rate of eight (8:00) hours per day, or run pay, whichever is greater.

All full time employees shall have any time spent in part-time employment count, on a month for month basis, as "continuous service" for determining his/her full time vacation benefit.

The Company will determine the number of vacation slots available for each weekly period of the vacation year.

An employee separating from employment for any reason shall be paid for all accrued and unused vacation at his/her straight time hourly wage rate.

Section 19.6 (A) Vacation Schedule

The Company shall prepare and post by December 5th of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1st of the year in which the vacation is to be taken. The Company shall develop a procedure allowing eligible employees to select their vacation according to seniority.

Section 19.6 (B) Vacation Time and Pay

Vacation time shall be taken in four-hour increments.

Section 19.6 (C) Vacation Carry-Over

Employees may carry over vacation days to the following year. At no time shall the employee have more than one hundred seventy-five per cent (175%) of their total annual accrual amount. no more vacation may be earned (accrued) until the vacation balance falls below that level.

Example: An employee earns forty (40) hours of vacation annually. 175% of 40 hours would be 70 hours. So the employee's maximum vacation balance would be 70 hours.

At the end of each month the Company will provide the employee with his/her vacation balance.

Section 19.6 (D) Vacation Cash Out

Employees shall have the option of cashing out earned (accrued) vacation during the first week of October of each year to be paid out the last pay period in November. Employees

may cash out all but forty (40) hours of earned (accrued) vacation. Vacation cash outs must be requested in writing. Failure to request vacation cash out the first week of October shall result in the denial of the cash out request. The cash out election, once made, is irrevocable and cannot be withdrawn.

Section 19.7 Sick Leave

All non-probationary full-time employees will be eligible to receive six (6) sick days annually accrued at the rate of 4.00 hours per month worked. Full-time employees may accrue up to 160 hours of sick leave. Sick leave shall be paid at the rate of eight (8) hours per day.

All non-probationary part-time employees will be eligible to receive four (4) sick days annually accrued at the rate of 2.66 hours per month worked. Part-time employees may accrue up to 80 hours of sick leave. Sick leave shall be paid at the rate of four (4) hours per day.

Section 19.8 Bereavement Leave

All Employees shall be granted three (5) days paid leave of absence on account of death of any member of the employee's immediate family. Bereavement Leave shall be paid at the rate of eight (8) hours per day. Immediate family shall be defined as Employee's spouse, children, (including adopted of either spouse.) grandchildren of either spouse, parents or brothers and sisters of either spouse, and natural grandparents of either spouse. For purposes of definition the term spouse shall include legally recognized domestic partner.

An employee who requires bereavement leave must notify their supervisor. The date of the death, and the relationship of the deceased to the employee must be reported, if requested by the Company. Upon return to work from the leave, the employee shall provide proof of the death, if requested by the Company. Failure to provide such proof, if requested, shall result in discipline, up to and including, immediate discharge.

Section 19.9 Medical, Dental and Vision Insurance

The Company shall offer Medical coverage to all full-time employees covered by this Agreement following ninety (90) days of employment. The Company shall be responsible for eighty percent (80%) of the total premiums with the employee paying the remaining twenty percent (20%) This cost sharing shall apply to all plans offered with the exception of a minimum value, essential coverage plan offered in accordance with the U.S. Patient Protection and Affordable Care Act (PPACA). The Company intends on offering a new HSA plan in 2025 as its affordable plan. Once the new plan is offered, the current HDHP plan will be subject to the cost sharing identified herein.

The Company shall continue to offer Dental and Vision Insurance. The Company shall be responsible for seventy-five percent (75%) of the total premiums with the employ paying the remaining twenty-five (25%).

The percentage contributions apply to all tiers of coverage (Employee Only, Employee plus spouse, Employee plus Children or Family)

19.10 Life Insurance

The Company shall provide life insurance for all employees in the amount of \$10,000.00 at no cost to the employee.

Section 19.11 Retirement 401(k) Plan

The Company shall make available the ATU 401 (k) plan to all full-time employees by payroll deduction. The Company will make Company matching contribution at a rate of fifty per cent (50%) for every dollar deferred by the employee in a paycheck, up to a maximum of five percent (5%) of eligible pay (2.5% maximum Company contribution). Employees will be eligible to join the plan after completing ninety (90) calendar days of employment with the Company.

ARTICLE 20 **TECHNOLOGY –**

The Company may employ technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry in order to help ensure efficiencies in operations, the safety of the operator and passengers, and compliance with all federal, state and local driving rules and regulations by both the operator and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident, accident or event involving an Authority facility, another employee or an employee while operating an Authority vehicle or while operating any vehicle on Authority property.

Technology equipment shall not be used by the Company in a random, retaliatory or discriminatory manner. The Company may review the recordings for a bona fide reason. A bona fide reason is any work-related incident, accident or event which warrants further investigation and possible action by the Company. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practical after the action is taken.

ARTICLE 21

DURATION

Section 21.1 - Effective Date

This Agreement shall be in full force and effect from September 1, 2024, and runs through August 31, 2027.

Section 21.2 - Renewal

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 1, and that all the terms of such successor Agreement are agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 20.1 to allow for a settlement to be reached.

APPENDIX H: BID/PROPOSAL PROTEST PROCEDURES

SCOPE OF PROTEST PROCEDURE

This section specifies procedures for interested parties to protest the following YoloTD staff actions:

- A. A written notice to a bidder or proposer that it has been deemed non-responsive or not responsible.
- B. A written recommendation to the Board or Executive Director to award a contract to a particular bidder or proposer.

Nothing in this policy will preclude or otherwise restrict the protest procedure specified in FTA's regulations on disadvantaged business enterprise.

EFFECT OF PROTEST ON CONTRACT AWARD

When a protest has been properly filed prior to Contract award, the Board or Executive Director will not award the Contract prior to issuance of a final decision on the protest. However, YoloTD reserves the right, in its sole discretion, to award the Contract and to issue a notice to proceed notwithstanding any pending or continuing challenge to YoloTD's final decision on the protest.

RELEASE OF PROTEST INFORMATION

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that the withholding of information is permitted or required by law or regulation; and

MAINTENANCE OF PROTEST RECORDS

The Executive Director, or their designee, will maintain a written record of each protest. These records will be retained for at least 3 years from the date each protest is resolved.

WHO MAY FILE A PROTEST

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders or proposers for an YoloTD Contract. Submission of a bid/proposal will be deemed a waiver of any protest to any provision of the solicitation documents that is not the subject of the protest.

TIME FOR FILING A PROTEST

- A. Protests of a determination that a bidder or proposer is non-responsive or not responsible must be received by YoloTD no later than 10 working days from the date of the letter providing notice of the determination.
- B. Protests of a staff recommendation to the Executive Director or the Board pertaining to the award of a Contract must be received by YoloTD no later than 10 working days from the date of the letter providing notice of the staff recommendation.

FORM FOR FILING A PROTEST

Protests must be addressed to the YoloTD Executive Director, 350 Industrial Way, Woodland, CA 95776 with an additional copy sent via email to abernstein@yctd.org. Protests must be in writing and contain a statement of the ground(s) for protest. At least 3 copies of the protest and supporting documentation must be submitted by the protestor in the time and manner specified in this Article. The Executive Director, or his/her designee, will provide notice, by telephone or by letter, to all bidders or proposers known to YoloTD for the procurement that is the subject of the protest. Such notice will state that a protest has been filed with YoloTD and identify the name of the protestor. The notice must be given not more than 5 working days after receipt of a properly-filed protest. The notice will state that interested parties will receive further information relative to the protest only if they submit a written request to the Executive Director.

PROTEST CONTENTS

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the solicitation documents or bids/proposals upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

EXECUTIVE DIRECTOR'S FINAL DECISION

Not more than 30 days after receipt of a properly filed protest,, the Executive Director will distribute to the protestor and all interested parties requesting such information, a written decision. The Executive Director's written decision is final. Upon issuance of the Executive Director's decision, any interested party may appeal to a court of competent jurisdiction, if such forum exists, or file a protest directly with FTA if any resulting contract is funded by FTA. A protest to FTA must be filed in accordance with FTA Circular 4220.1G, available from YoloTD's Contract Officer.

RIGHT TO REJECT ALL BIDS/PROPOSALS

YoloTD retains the discretion to reject all bids/proposals or to make no decision whatsoever.

EXCLUSIVE REMEDY

The procedure and time limits set forth in herein regarding protest are mandatory and are the bidder/proposer's sole and exclusive remedy in the event of protest. A bidder/protestor's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid/proposal protest, including initiation of legal proceedings.

STAFF REPORT

TOPIC

Long-Range Calendar

ITEM NUMBER

9d
Information
November 17,
2025
Board of Directors

PREPARED BY: J.Marte
ATTACHMENTS:

STAFF RECOMMENDATION(S)

The following agenda items are tentatively scheduled for upcoming meetings of the YoloTD Board of Directors.

Long Range Calendar Agenda Items

December 2026:

- Update on MOU for Sacramento UZA Funding
- Short-Range Transit Plan: Approval of Three Service Scenarios
- Appoint Chair and Vice-Chair for 2026
- Report on Unmet Transit Needs Input/Feedback

January 2026:

- 2025 Year in Review
- Yolo Active Transportation Corridors (YATC): Draft Final Plan
- Yolo 80/CARTA Update
- Appointments to CCJPA and CARTA

February 2026:

- Budget Workshop #3: Future Revenue Sources
- On-Call Consultant Agreement