

STANISLAUS REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

NO. 2021 - 01

OPERATION OF TRANSIT SERVICES

Responses to Questions from Potential Proposers to the RFP

Issued: April 21, 2021

Contact information:

Phil McGuire, Executive Director, CEO

Email: pmcguire@stanrta.org

Phone: (209) 477-7011

Questions from National Express

1. Please provide copies of the following documents:

- a. A complete copy of all current City of Modesto and Stanislaus County transit service contracts (fixed-route and paratransit).

ANSWER: See Attachment A

- b. All invoices submitted by the incumbent providers for all City of Modesto and Stanislaus County services during the most recent 12-month period.

ANSWER: See Attachment B

- c. A current staffing chart for all City of Modesto and Stanislaus County service providers. Please include all operating functions (operations, administration, maintenance, safety, etc.).

ANSWER: See Attachment C

- d. A current organizational chart for all City of Modesto and Stanislaus County service providers.

ANSWER: See Attachment C

- e. A current seniority list of all current City of Modesto and Stanislaus County service providers (position titles and date of hire only).

ANSWER: See Attachment E

- f. a summary of Performance Standard results for all incumbent City of Modesto and Stanislaus County service providers during the most recent 36-month service period.

ANSWER: See Attachment F

2. What paratransit scheduling software will be provided to the successful Contractor?

ANSWER: The Authority will provide Ecolane to the contractor for its use. Ecolane will be new to the Authority. It was purchased by the City of Modesto in 2020, but not put into service. The Contractor will put the new software into service. Ecolane will work with the selected vendor to train staff, advise regarding operating details, etc.

3. What type of TNC paratransit hybrid and/or micro-transit services is the RTA interested in?

ANSWER: The Authority is looking to the Contractor to make recommendations on how to provide services more efficiently and productively. Innovations are encouraged to be described. The Authority is interested in any mode that produces these results.

4. Has the RTA (or any of the exiting agency's) conducted any paratransit TNC hybrid and/or micro-transit programs to date? If so, what were the results?

ANSWER: No.

5. What is the current productivity of the paratransit services program (in terms of passengers per hour)? Please provide details for City and County services.

ANSWER: See Attachment G

6. What level of services (post-COVID) are currently provided? Please provide details for City and County services.

ANSWER: All services are being provided that were provide pre-covid for both the City and County.

7. Please provide a summary of deadhead and revenue hours for all services currently provided.

ANSWER: See Attachment H

8. Please provide an estimate of all deadhead and revenue hours to be provided under the new operating structure.

ANSWER: Please see the chart below that describes the former brand and the number of revenue hours.

System	Revenue Hours
MAX	172,544
MADAR	22,000
StaRT Fixed Route	40,456
StaRT Demand Response	10,000
StaRT Paratransit	5,000
Total	250,000

9. Please provide a summary of deadhead and revenue miles for all services currently provided.

ANSWER: See Attachment G

10. Please provide an estimate of all deadhead and revenue miles for all services to be provided under the new operating structure.

ANSWER: The estimate for revenue hours is expected to be the same until the planning process is completed and route changes are approved. This will likely happen at some point in 2022.

11. What are the number of routes to be operated by day (weekday and weekend)?

ANSWER: Please see the current MAX and StaRT websites for routes and services to be offered.

12. What is the peak driver requirement for the new operating structure (for both fixed route and paratransit services)?

ANSWER: The peak driver requirement is based on the number of blocks and routes. Please see Attachment H.

13. How many paratransit trips will be operated per weekday/weekend?

ANSWER: The number of paratransit trips are based on demand. Please see the Attachment G for current ridership.

14. How many cancellations are the current paratransit services experiencing (City and County)?

ANSWER: The number of cancellations are found in Attachment G

15. What are the most common paratransit pickup/drop off locations (please list the top 10 paratransit drop off locations for City and County services)?

ANSWER: See Attachment J

16. How many door-to-door passengers per day utilize the paratransit services (City and County)?

ANSWER: The number of paratransit trips are based on demand. Please see the Attachment G for current ridership.

17. How many hand-to-hand passengers per day utilize the paratransit services (City and County)?

ANSWER: Please see the Attachment G

18. How many curb-to-curb passenger per day utilize the paratransit services (City and County)?

ANSWER: Please see the Attachment G

19. How many wheelchair passengers per day utilize the paratransit services (City and County)?

ANSWER: Please see the Attachment G

20. How many ambulatory passengers per day utilize the paratransit services (City and County)?

ANSWER: Please see the Attachment G

21. What is the peak vehicle requirement for fixed route services (weekday and weekend)?

ANSWER: See Attachment H

22. What is the peak vehicle requirement for paratransit services (weekday and weekend)?

ANSWER: The number of paratransit vehicles are based on demand. Please see the Attachment G for current ridership.

23. What is the current driver shortages at each of the current contracts/providers (fixed-route and paratransit services)?

ANSWER: One contractor is having some difficulty with retaining, training and testing drivers.

Questions from TransLoc

24. In addition to the agency-provided pricing proposal, can vendors submit their own pricing forms for further clarification of proposed system and subsequent line items?

ANSWER: No, the pricing form provided must be used.

25. Is the agency interested in automated passenger counting in addition to CAD/AVL?

ANSWER: This RFP is for the operation of transit services, not a CAD/AVL system.

26. Is the agency interested in on-board automated voice announcement and digital signage in addition to CAD/AVL?

ANSWER: This RFP is for the operation of transit services, not a CAD/AVL system.

27. Is the agency interested in mobile fare payment in addition to CAD/AVL?

ANSWER: This RFP is for the operation of transit services, not a CAD/AVL system.

28. Could the submission method be amended to allow for an electronic submission method (such as email or dropbox) instead of print/mail?

ANSWER: No, all submissions must follow the instructions in the RFP.

29. Will the agency allow for additional follow-up questions based on the first round of answers?

ANSWER: Yes, but they must be received by May 3, 2021.

Questions from Keolis

30. Please provide a summary of assessed Liquidated Damages for the past 24 months for all three contracts: MAX and StaRT.

ANSWER: Please see Attachment G.

31. Please provide copies of 3 months worth of incumbent invoices both pre-covid, during, and current for all three contracts: MAX, MADAR and StaRT. For instance, Sept to Dec 19, 20, and then Feb through April 2021.

ANSWER: Please see Attachment B.

32. What version of CAD/AVL is currently being used?

ANSWER: Currently MAX uses Avail, MADAR used Stratagen (owned by the Contractor), StaRT uses Connectionz.

33. Please provide the current GTFS feed data for both MAX and StaRT.

ANSWER: Please see for MAX: <https://www.modestoareaexpress.com/431/GTFS-Information-Datasets>. Please see Attachment N for StaRT's GTFS files.

34. In order for bidders to comply with Labor Code 1072 bidders will need the following information for all employees:

- a. Seniority list for the current employees for this contract with position, full-time or part-time status, length of service, and current rate of pay;

ANSWER: Please see Attachment E

- b. Current benefits with specific information regarding co-pays, dependent coverage and amount of premium paid by employer;

ANSWER: Please see Attachment E

- c. Information regarding retirement plans.

ANSWER: Please see Attachment E

35. Please provide an expected split of the 250,000 hours by service type. Could StanRTA also confirm there will be one applicable rate per revenue hour across all service types?

ANSWER: Please see table below for service type. There will be one revenue hour rate for all service types.

System	Revenue Hours
MAX	172,544
MADAR	22,000
StaRT Fixed Route	40,456
StaRT Demand Response	10,000
StaRT Paratransit	5,000
Total	250,000

36. Please clarify the hours for the 1/2 year in the base period. The pricing forms have 250,000 hours for both full years and 1/2 year.

ANSWER: Please see addendum for the correction.

37. Please provide a summary of special service in the past 24 months for both the City of Modesto and Stanislaus County.

ANSWER: It is estimated that 40 hours of special services were performed by the Contractor. These included promotional/marketing events, parades and government official tours.

38. Please clarify which items in the uniform requirement the Contractor is responsible for providing (e.g. shirts, belts, shoes). Please confirm which employees are required to wear a uniform.

ANSWER: The Contractor is required to ensure that their employees are dressed as required. The Contractor could elect to purchase all clothing pieces for the employee or require the employee to purchase them. Those details would need to be worked out between the Contractor and the employees or employee union representatives.

39. Are there costs associated with the facilities leases aside from the responsibilities of the Lessee listed within? If so, what is the monthly lease cost?

ANSWER: There is no monthly lease cost. Most of the utilities will be covered by the Authority, except phone and internet.

40. Please provide a complete copy of the current Transit Operations Services contract with the incumbent provider of services for all three contracts: MAX, MADR and StaRT.

ANSWER: Please see Attachment A.

41. How are the vehicles washed currently?

ANSWER: Today, the City of Modesto washes the exterior of the vehicles and the Contractor cleans the interior. For the Stanislaus County operation, the Contractor performs both the exterior and interior cleaning. For this agreement, the Authority will contract with the City of Modesto to wash the exterior of the vehicles and the Contractor will be responsible to clean the interior.

42. How many non-revenue vehicles do each of the incumbents have?

ANSWER: The MAX contractor has 3 non-revenue vehicles.

43. On Section 45, it is mentioned that the current national goal for participation of DBEs is 10% and that a separate contract goal for DBE participation has been established for this procurement. Is there a specific DBE participation goal for this contract, or is StanRTA expecting a good faith effort?

ANSWER: Please see addendum for a correction.

44. Could StanRTA provide trip level O/D data over the past 24 months related to Paratransit and On Demand Service?

ANSWER: No

45. To better understand costs associated with delays in service could StanRTA provide data related to late pull-ins over the past 24 months for both the City of Modesto and Stanislaus County.

ANSWER: That specific information is not available. But the On-Time Performance is available in Attachment G.

46. What is the average revenue speed for each service type?

ANSWER: The average revenue speed for MAX is 11.3 mph and for StaRT is 17.2 mph.

47. Please confirm that the hours listed in the pricing form only represent revenue hours.

ANSWER: That is correct.

48. Please provide a deadhead catalog by service type.

ANSWER: Please see Attachment H

49. By service type, how large of a % decrease is StanRTA currently operating at compared to the 250,000 hours in the pricing form?

ANSWER: There is a small decrease in the current operation vs the projected hours for January 1, 2022. The fixed route hours are the same, but the demand response hours have been reduced due to trip demand. Please see Attachment G to understand the difference in miles and hours before the pandemic, during the pandemic and today.

50. Over the past 24 months has the City of Modesto or Stanislaus County experienced any difficulty retaining or recruiting operators? If so, what does StanRTA feel this is attributed to?

ANSWER: Yes. This could be due to a number of factors including working conditions, wages, benefits, other open positions in the community, etc.

51. Please provide the peak vehicle requirement by service.

ANSWER: Please see Attachment H.

52. Please provide the current fleet list for revenue vehicles by service type.

ANSWER: Please see Attachment L

53. Are there any Wage Order 9 violations built into the current runcut?

ANSWER: Yes, the MAX runcut has wage order 9 violations built into it.

54. Could StanRTA provide blocks, runs and rosters by service for: Current Service during the pandemic and Service levels at this time in 2019? These could be provided for all three contracts (MAX, MADR and StaRT) separately understanding that the JPA was recently formed.

ANSWER: Please see Attachment H.

55. What is currently being utilized for reservations/schedule of ADA and On Demand trips?

ANSWER: MADAR uses Stratagen that is owned by the Contractor. StaRT uses Connectionz.

56. Please provide historical utilities costs for the past 24 months for both the Maintenance Facility and Transportation Center (e.g. internet, telephone, gas, electricity, water, sewer services).

ANSWER: Most of the utility costs are not the responsibility of the Contractor. These amounts will not be provided. However, the Contractor is responsible for internet costs. The Contractor should research pricing from companies that provide that service.

57. Can you please provide historical towing costs for the past 24 months for all three contracts? Is the contractor responsible for towing costs?

ANSWER: The Contractor is not responsible for the towing costs. This information will not be provided.

58. What is the current turnover rate for drivers for each of the services over the last 24 months?

ANSWER: The Contractor operating MAX reports a 16.43% turnover.

59. During the transition, how many vehicles will be made available to the incoming contractor to perform training?

ANSWER: The Authority can make available 3 fixed route buses and 5 paratransit vehicles.

60. During the transition, will there be space available at the facility to conduct start up activities?

ANSWER: Yes, a small conference room at the Bus Maintenance Facility will be provided at no charge in November and December 2021. However, the Contractor may need additional space or resources to perform certain start-up or transition activities.

61. Are there currently LD exemptions due to Covid service changes? If yes, what are those exemptions?

ANSWER: None are provided currently.

62. Please confirm that the contractor is not responsible for costs related to armor services for farebox collections.

ANSWER: That is correct. The Contractor is not responsible for armored car services or cash counting.

63. What systems, applications or on-bus technology does the Contractor need to provide computers or servers for? Will the contractor be responsible for providing radios?

ANSWER: The Contractor will need to provide PC's that can operate Avail, Ecolane and Connectionz. The Authority will provide radios.

64. Please provide the number of current telephone sets provided by the current incumbents.

ANSWER: The Contractor should determine the best number of telephone sets and equipment based on the phone log information provided in Attachment D, knowledge of the operation, and their expert knowledge of how to operate a transit system. Innovations in this area are highly encouraged.

65. What is the current pre-trip and post-trip time per driver?

ANSWER: Please see Attachment H

66. If Contractors are identifying efficiencies that would affect the 250,000 hours, how do bidders account for that in the pricing form? Does StanRTA expect service hours to decrease after Year 1, once Ecolane is implemented for Paratransit/OnDemand and other service efficiencies have been identified?

ANSWER: The 250,000 revenue hours is only for the bidding form to evaluate price proposals and to give Contractors a sense of the scale of the operation. Fixed Route revenue hours will stay the same until a planning process is completed. Paratransit and Demand Response revenue hours will fluctuate based on trip demand and efficiencies the Contractor is able to provide.

67. The cover of the CBA between National Express and Teamsters states that the CBA ends on June 30, 2022; however, Article 18, Section 1 states "This Agreement shall be in force and effect from January 1, 2017 through 12:00 midnight, June 30, 2021." Will a new CBA be negotiated for July 2022 or 2021?

ANSWER: The CBA is valid through June 30, 2022. The section that shows a 2021 expiration date is a typographical error.

68. Going forward under the consolidated service, is it expected that all Drivers, Dispatchers and CSR at StanRTA be unionized as part of Teamsters Local No. 386? Will StanRTA allow for reopening of rates if those non-represented employees decide to unionize in the future?

ANSWER: Labor relations are the responsibility of the Contractor. The Contractor may structure any labor agreement as it chooses.

69. Would StanRTA consider adding language to the existing Force Majeure clause to also include pandemic or epidemic?

ANSWER: Yes, please see Addendum 2.

70. Page 11 requires the Pre-Qualification and Technical submission to be in Word format. Could the county please accept a searchable PDF format for the Pre-Qualification and Technical Submission? Without pdfing the Word document agencies won't be able to combine all needed components together (forms, financials, etc.) into the required pre-qualification and technical proposals.

ANSWER: Yes, that is acceptable.

71. In order to fully and completely respond to each of the requirements we respectfully ask for a page extension from 90 to 150 or 200?

ANSWER: Please see Addendum 2. The page allowance has been increased.

72. Page 11 says 1 original, 6 copies, 1 electronic submission of the Price Proposal is required, while page 20 says one original, one copy, and one electronic copy is required. Please clarify.

ANSWER: This has been changed, please see Addendum 2.

73. In light of the continuing impact of COVID, would StanRTA consider electronic only submittal?

ANSWER: No, it must be submitted as directed in the RFP.

74. Would StanRTA consider implementing a 90-day grace period for liquidated damages at the start of the contract?

ANSWER: Yes, though the Authority is hopeful that we can work together to partner in providing services under the agreement in a manner that provides a quality service to customers and not rely on liquidated damages to become a means to provide that quality service that customers need.

75. Could StanRTA please provide vehicle accident and injury statistics experienced by the current Contractors on all three contracts for the past 24 months?

ANSWER: Please see Attachment M.

76. Would StanRTA consider making renewals of the Agreement by mutual written agreement of both parties?

ANSWER: No

77. Please confirm that the Contractor is only responsible for washing the interior of the buses.

ANSWER: That is correct.

78. Part IV. Section 12 in the RFP states that the Contractor is "responsible for fueling any vehicle used in revenue service that is powered with compressed natural gas (CNG) or gasoline." Will the Contractor also be responsible for the cost of the fuel?

ANSWER: No, the Authority will responsible for the cost of the fuel. CNG Fueling will be done at the County's site at 1716 Morgan Rd which is located in South Modesto. Please consult a map to show

the distance and routing between the 1609 8th St (Bus Maintenance Facility) and 1716 Morgan Rd to gauge the time and effort needed to fuel CNG vehicles. Gasoline vehicles will be fueled at various commercial gas stations with a City of Modesto fuel card.

79. Please confirm that all revenue vehicles will be provided by the Agency under the new contract.

ANSWER: That is correct.

80. Please provide the make/model of the Video Surveillance System that is provided for the Contractor's use.

ANSWER: Currently Angeltax is used on the MAX and MADAR fleet, and Seon is used on the StaRT fleet.

81. Is there rack space available for Contractor servers, switch, routers, etc.?

ANSWER: Yes, there is some space.

82. Please confirm that the Contractor will not be held liable for any service-related issues if the City fails to maintain the fleet in full working condition, which could affect the Contractor's service.

ANSWER: That is correct.

83. During the pre-proposal conference it was mentioned that there is a contract with Ecolane on hold to begin Jan 1st, 2022. What is the length of this contract?

ANSWER: 5 years

84. Could StanRTA provide route level ridership data for Fixed Route and Commuter services for the past 24 months?

ANSWER: Please see Attachment F and G.

85. Could StanRTA provide a list of approved/ preferred relief locations?

ANSWER: For Demand Response, anywhere that is deemed to be safe by the Contractor.
For fixed route, the following apply:

Driver Relief Locations	Address	City	Zip Code
Modesto Transit Center	1009 9th Street	Modesto	95354
Veteran's Memorial Park	S Salado & S 2nd St	Patterson	95363
Stanislaus PW Patterson Yard	301 1st Street	Patterson	95363
Stanislaus PW Oakdale Yard	551 Center Street	Oakdale	95361
Vintage Fair Mall Food Court entrance		Modesto	95354

86. What % of total ADA/On Demand hours are related to deadheading?

ANSWER: Please see Attachment G.

87. Please provide list equipment provided by current contractors.

ANSWER: Please see Attachment L for a fleet list. In addition, the Authority will provide an office phone system, two-way radios, CAD/AVL software and related equipment.

88. Could StanRTA please indicate which business licenses are required to operate this service?

ANSWER: All local and state business licenses applicable to this type of operation are required.

89. Could StanRTA please clarify subcontractors (and specify any DBEs) currently utilized on the current contracts?

ANSWER: The Contractor operating MAX uses a sub-contractor for the interior vehicle cleaning.

Questions from MV Transit

90. Section I. Exceptions (Tab PS-10) states "Using the form in Exhibit I, the CONTRACTOR Should Identify Any Exceptions that the CONTRACTOR is taking to this RFP". Section 118 EXCEPTIONS TO TERMS AND CONDITIONS States "CONTRACTORS should list in Tab PS-9 any exceptions to the terms of this RFP".

- a. Please confirm that the tab should be named Tab PS-9 and not Tab PS-10 in the proposal submission.

ANSWER: It should be PS-10, please see addendum.

- b. Please clarify if the Proposal Letter Form will be updated to reflect PS-9.

ANSWER: The Proposal Letter is in Exhibit B and part of the submittal in PS-1.

91. Regarding the new fixed route CAD/AVL system will you please provide the name/manufacturer of the system and do you plan on changing it to new technology? Please also provide direction on the following:

- a. Details on implementation timing.

ANSWER: The Ecolane software for Demand Response and ADA Paratransit is intended to start being used when this agreement begins on January 1, 2022. The Avail and Connectionz software will continue to be used. Training costs are part of the Authority's contract with Ecolane and will be available to the Contractor. The Contractor will still be responsible for the time their employees are trained on Ecolane.

- b. Role / tasks to be performed by Authority during implementation.

ANSWER: Authority will assist in implementation of the software, though the Contractor will be tasked with being trained and ready to use the software by January 1, 2022. Training costs are part of the Authority's contract with Ecolane and will be available to the Contractor. The Contractor will still be responsible for the time their employees are trained on Ecolane.

c. Role / task to be performed by contractor during implementation.

ANSWER: Contractor will need to ensure the software is ready to become operational on January 1, 2022 in partnership with the Authority. Training costs are part of the Authority's contract with Ecolane and will be available to the Contractor. The Contractor will still be responsible for the time their employees are trained on Ecolane.

d. Role or functions to be retained by Authority after implementation (e.g., monthly reoccurring data charges, tablets, hosting, office computers, central dispatch).

ANSWER: Authority will retain ownership of the software and pay for all charges regarding the software. It is provided to the Contractor for their use.

92. Could you please provide direction on how the contractor is to provide pricing for innovations or alternate solutions that would not be included in the contractors' base bid?

ANSWER: Innovations and alternate solutions should still be invoiced at a per revenue hour rate. Innovations and alternate solutions may include how to operate the system.

93. Will the Authority allow the contractor to install vehicle-based technologies such as tablets (mobile data terminals), DriveCam, Mobileye, and other in vehicle technology?

ANSWER: Yes, however the Authority will not maintain them and must be approved prior to installation. Buses already have a number of technology solutions. The Authority encourages Contractors to use existing systems where practical.

94. The Authority addresses a price renegotiation if the total vehicle revenue hours increase by 25%; would the Authority also consider a price renegotiation if the total vehicle revenue hours decrease by 25%?

ANSWER: Please see Addendum 2.

95. Can the Authority please provide a listing of items it will make available to the new incoming contractor during the transition to include office and training space and available training vehicles?

ANSWER: A small conference room at the Bus Maintenance Facility will be provided at no charge in November and December 2021. However, the Contractor may need additional space or resources to perform certain start-up or transition activities. The Authority can make available 3 fixed route buses and 5 paratransit vehicles.

96. Please provide a listing of all furniture, equipment, telephone and IT equipment to be provided by the contractor in the new term.

ANSWER: There is no furniture being provided. Please see Attachment L for a fleet list. In addition, the Authority will provide an office phone system, two-way radios, CAD/AVL software and related equipment.

97. Please confirm the types of licensing and other required endorsements and certifications currently required of the vehicle operators for the varying services.

ANSWER: All licensing and endorsements are required by the State of California. Please talk with the Department of Motor Vehicles to get this information required for the vehicles provided by the Authority.

98. Please confirm that the only CBA in place for all of the services contemplated in the RFP are for the National Express employees who are organized with the Teamsters, Local 386.

ANSWER: That is correct.

99. Please provide 24 months of data for expenses, to include gas, electricity, telephone, dumpster, water and sewer, telephone, cable, phone and internet service.

ANSWER: Most of the utility costs are not the responsibility of the Contractor. These amounts will not be provided. However, the Contractor is responsible for internet costs. The Contractor should research pricing from companies that provide that service.

100. Please provide the last 24 months of liquidated damages assessed and liquidated damages paid by category by the current contractors. Also provide incentive data as well for the same period by category.

ANSWER: Please see Attachment G.

101. Does the Contractor or Agency create vehicle blocking for the fixed route systems? If Contractor performs the creation of the vehicle blocks, please provide what the Agency deems as allowable levels of recovery time given the revenue hour definition.

ANSWER: The Authority will determine blocking. The Contractor will do run cuts.

102. Please provide a detailed list of all approved driver relief locations. Please note if any relief points are mid-route.

ANSWER:

For Demand Response, anywhere that is deemed to be safe by the Contractor.

For fixed route, the following apply:

Driver Relief Locations	Address	City	Zip Code
Modesto Transit Center	1009 9th Street	Modesto	95354
Veteran's Memorial Park	S Salado & S 2nd St	Patterson	95363
Stanislaus PW Patterson Yard	301 1st Street	Patterson	95363

Stanislaus PW Oakdale Yard	551 Center Street	Oakdale	95361
Vintage Fair Mall Food Court entrance		Modesto	95354

103. Please provide detailed vehicle blocking for all service levels for the fixed route systems.

ANSWER: Please see Attachment H.

104. Please provide the current runcuts and driver paddles for the fixed route systems.

ANSWER: Please see Attachment H.

105. What is the current planning system used to create schedule scenarios and vehicle blocking for the fixed route systems?

ANSWER: Both MAX and StaRT have used Remix Software.

106. Please provide the current number of all full time and part time operators for all service types broken out by service type.

ANSWER: Please see Attachment E.

107. Please provide all pull in, pull out, interline and mid route relief deadhead times by location for the fixed route systems.

ANSWER: Please see Attachment H.

108. Please confirm that elements of the Pre-Qualifications Submission and Technical Qualifications that are in PDF format may be included with the Word format documents.

ANSWER: All submittals may be in PDF, please see addendum.

109. Please confirm that bidders with pending 2020 audited financial statements may submit 2019 audited financial statements and 2020 unaudited statements.

ANSWER: That is confirmed.

110. Please clarify if a wholly owned subsidiary may provide consolidated audited financial statements of the parent and subsidiaries for the requirement of unaudited financial statements of the subsidiary company.

ANSWER: That is confirmed.

111. Exhibit A Cost Proposal includes 250,000 revenue hours each year. Can you please provide the amount of hours by each service that bidders should plan for each service: ADA, Demand Response and Fixed Route?

ANSWER:

System	Revenue Hours
MAX	172,544
MADAR	22,000
StaRT Fixed Route	40,456
StaRT Demand Response	10,000
StaRT Paratransit	5,000
Total	250,000

112. Please provide the following information regarding the current services and service providers:

a. Copies of the current contracts and any amendments for each provider for these services.

ANSWER: Please see Attachment A.

b. Invoices for all services for the last 12 month.

ANSWER: Please see Attachment B.

c. Current rates paid to the contractors for the existing services.

ANSWER: Please see Attachment A.

113. Please provide revenue, deadhead and total hours and miles and passengers by month for 2019, 2020 and 2021 YTD so that bidders can see what a normal year (2019) looked like and the impact of COVID-19, including ramp back up to normal service in 2020 and 2021 for each service - ADA, Demand Response and Fixed Route.

ANSWER: Please see Attachment G.

114. Please provide the daily Weekday, Saturday and Sunday revenue hours for each service type.

ANSWER: Please see Attachment H.

115. Please provide the number of peak vehicles during Weekday, Saturday and Sunday for each service type.

ANSWER: Please see Attachment H.

116. Please confirm if computation of revenue hours for ADA and Demand Response starts at the first pickup even if the first pickup is a no show.

ANSWER: Yes, that is correct.

117. For ADA and Demand Response, please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times. Please provide the daily DAR manifests for a one-month period or a daily report from the scheduling system for a one-month period showing all DAR trips including: Pickup and dropoff addresses and times, Number of passengers, Miles, Wheelchair vs. ambulatory, Trip time, and Trip miles.

ANSWER: Please see Attachment K.

118. Please clarify how the prices will be evaluated. Will it be evaluated based on the year one (1) price, base term or full term? Is Startup cost included in the evaluation?

ANSWER: Please see Section 204 of the RFP.

119. Please provide a history of special and additional services hours for 2019 and 2020.

ANSWER: It is estimated that 40 hours/year of special services were performed by the Contractor. These included promotional/marketing events, parades and government official tours.

120. This section states: Contractor shall provide, at its own expense, and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the AUTHORITY.

Will the Authority consider the following revised language? Contractor shall provide, at its own expense, and maintain at all times the following insurance or self-insurance with insurance companies licensed or authorized in the State of California and shall provide evidence of such insurance to the AUTHORITY.

Insurers can be authorized to write insurance in a state, even if not admitted in that state, they just pay surplus lines tax in states where they are not admitted. Contractor's insurers are authorized to do business in each State where Contractor is doing business. Contractor is self-insured for automobile liability insurance and Workers Compensation in the state of California. These are authorized by the state of California, but not licensed insurance companies.

ANSWER: Please see Addendum 2.

121. This section states: The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the AUTHORITY by registered mail, return receipt requested, for all of the following stated insurance policies.

Will the Authority consider the following revised language? The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation ~~or material change in~~ of the policy, notices of same shall be given to the AUTHORITY by registered mail, ~~return receipt requested~~, for all of the following stated insurance policies.

Commercial insurers will provide 30 days' notice of cancellation to third parties by standard US mail.

ANSWER: Please see Addendum 2.

122. This section states: CONTRACTOR insurance policy(ies) shall include a provision that the coverage is primary as respects AUTHORITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of AUTHORITY.

Will the Authority consider the following revised language? CONTRACTOR insurance policy(ies) shall include a provision that the coverage is primary as respects AUTHORITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII, self-insurance approved by the State of California or with approval of AUTHORITY.

Contractor is self-insured for automobile liability and workers compensation as approved by the State of California.

ANSWER: Please see Addendum 2.

123. Will the Authority consider including a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the Authority, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)?

If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.

Contractor needs price protection for changes requested by the Authority, or matters that were not contemplated at the time of Contractor's proposal.

ANSWER: In item (i), the Authority will allow for price adjustments only if the span of service is changed. It is currently 3:30am to 11:30pm. Items (ii) and (iv) are allowable as described in the draft Agreement, Section 4, paragraph 4. Item (iii) will not be allowed.

In addition, the Authority will not agree to terminate upon 120 days notification. The same termination provisions would be applicable.

124. Will the Authority consider including Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected, and include Contractor's vehicle acceptance agreement as an exhibit to the Agreement?

Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.

ANSWER: No. The Authority requires that the vehicles are cleaned according the requirements in the Agreement. The Contactor will NOT be required to perform any maintenance on the revenue vehicles.

125. Force Majeure expressly excludes labor-related incidents.

Will the Authority consider including a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control to include labor-related events such as strike, work stoppages, sick outs, etc.?

Contractor should be excused from performance for circumstances beyond its reasonable control.

ANSWER: No

126. This section provides for broad indemnity, covering all claims and damages arising out of the performance of the contract, including for claims caused by the negligence of the Authority.

Will the Authority consider revising this language to limit indemnification to only those claims, damages, etc. caused by Contractor, and exclude claims, costs, or expenses arising from or relating to the Authority's active negligence or willful misconduct?

For damages resulting from the joint negligence of Contractor and the Authority, damages should be apportioned on a percentage of fault basis.

ANSWER: Please see Addendum 2.

127. This section states the Agreement may be renewed at the written option of the Authority.

Will the Authority consider revising this language to provide for renewal upon mutual agreement of the Parties?

Extension of the agreement should require mutual agreement.

ANSWER: No

128. This section states Contractor agrees to comply with the requirements of 49 U.S.C.A 5333(b) and 29 C.F.R. Part 215.

Will the Authority consider revising this language to provide that the Authority will be administratively and financially responsible for 13(c) obligations? Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union.

Contractor should be responsible only for its obligations to bargain collectively with any union representing employees, but should not be responsible for other 13(c) claims against the Authority or the prior contractor.

ANSWER: These clauses are contained in the federal certifications and assurances and are not subject to modification. (p. 114 and 115 of the RFP)

129. This section states assumption of the Authority's Pension Plan or other benefits.

Will the Authority consider revising the contract to provide that the Authority will be administratively and financially responsible for 13(c) obligations or obligations arising under the Authority's existing collective bargaining agreements, including without limitation indemnifying and defending Contractor (including reasonable attorney's fees and expenses) against any claims related to or arising from (i) hiring the Authority's employees, (ii) any assertion that Contractor must honor or provide the equivalent of the Authority's pension / retirement plan, benefits, and work rules, or (iii) any assertion that Contractor is a successor or is otherwise bound by any Section 13(c) agreement or collective bargaining agreement to which the Authority is a party? In addition, Contractor will need a right to terminate the contract immediately upon written notice to the Authority if at any time Contractor is required to participate in any pension plan.

Contractor should only be responsible for its obligations to bargain collectively with any union representing its employees, but should not be responsible for other 13(c) claims against the Authority or the prior contractor.

ANSWER: These clauses are contained in the federal certifications and assurances and are not subject to modification. (p. 114 and 115 of the RFP)

130. This section states the Authority may require the addition and/or change of certain terms and conditions of the Agreement.

Will the Authority consider revising this language to require the agreement of both the Authority and Contractor for all revisions to the Agreement?

One party to a contract should not have the unilateral ability to change the terms of the contract.

ANSWER: Yes

131. This section states claims for damages must be submitted within 10 days.

Will the Authority consider revising this language to provide for notice within 30 days?

Contractor will need time to investigate claims and provide notice to the Authority.

ANSWER: No, this is a federally required clause.

132. This FTA provision states disputes shall be decided in writing by the Authority, and such decision shall be binding on Contractor.

Will the Authority consider revising this language to provide for dispute resolution via mediation, arbitration and/or a court of competent jurisdiction?

Disputes should not be conclusively determined by either party to the dispute.

ANSWER: Please see Addendum 2.

133. This section states a candidate who has a felony conviction shall not be considered for employment subject to limited exceptions.

Will the Authority consider revising this language to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws?

Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on "any felony" violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at:
http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm

ANSWER: Yes

134. This section states all "data" belongs to the Authority.

Will the Authority consider clarifying the language to make it clear that only "data" produced specifically for the Authority under the Agreement (as opposed to work product created for Contractor's business generally) is included within the definition of "Materials?" Also clarify that software and computer programs provided for the performance of the services is not included within the definition of Materials and Authority will not obtain ownership as a result of the Agreement?

Contractor will be licensing software for use in performance of the services. Contractor does not own such software, and the Authority will not acquire ownership of the software as a result of the Agreement (and Contractor has no ability to grant such rights).

ANSWER: Yes. The Authority has ownership and license to all CAD/AVL and video surveillance software to be used by Contractor. Contractor will not need to license software. Data collected as part of this operation belongs to the Authority and that any Contractor software utilized to manage the operation remains their property.

135. This section states the Agreement remains in effect only as long as the Authority appropriates funds.

Will the Authority consider that a termination for funding issues should be treated in the same manner as a termination for convenience, in which case Contractor should be given 60 days' advance notice and payment of reasonable close-out costs?

Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).

ANSWER: Yes.

136. Will the Authority consider revising this section to provide for a minimum of 60 days' advance notice and payment of Contractor's reasonable close-out costs?

Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).

ANSWER: Yes

137. Please provide any policies and requirements regarding COVID-19-related operating procedures.

ANSWER: The Authority will follow all applicable requirements from the Centers for Disease Control and the Federal Transit Administration.

138. In order for bidders to comply with Labor Code 1072 bidders will need the following information:

- a. Seniority list for the current employees for this contract with position, full time or part time status, length of service, and current rate of pay.

ANSWER: Please see Attachment E.

- b. Current rates/benefits of the current employees with specific information regarding co-pays, dependent coverage and amount of premium paid by employer.

ANSWER: Please see Attachment E.

- c. Information regarding retirement plans.

ANSWER: Please see Attachment E.

- d. Any applicable collective bargaining agreements for employees of these services and any applicable MOUs or side letters of agreement.

ANSWER: Please see Attachment D in the RFP.

139. Please provide a current organizational chart or listing of positions that is being provided for this contract by the current contractor. Please indicate the percent that these positions are dedicated to this contract.

ANSWER: Please see Attachment C.

140. To ensure that all bidders have the same information as is readily available to the current incumbent contractor and in an effort to provide maximum cost savings to the Authority and assist bidders in assessing call center agent schedules and productivity we would like to receive telephone system reports for a fairly representative week for the service which excludes holidays or unusual weather or events which might have impacted service levels:

- a. Inbound and outbound calls by time of day

ANSWER: Please see Attachment D

- b. Total inbound calls abandoned by time of day

ANSWER: Please see Attachment D

- c. Average time to answer by time of day

ANSWER: Please see Attachment D

- d. Longest wait time

ANSWER: Please see Attachment D

- e. Average call length

ANSWER: Please see Attachment D

- f. Agents logged in by time of day

ANSWER: Please see Attachment D

- g. Average agent availability

ANSWER: Please see Attachment D

141. To ensure that all bidders have the same information as is readily available to the current incumbent contractor and in an effort to provide maximum cost savings to the Authority and assist bidders in assessing system trip-making patterns, we would like to receive the following data in excel for a recent seven-day period. We would like this data to be drawn from a fairly representative week for the service which excludes holidays or unusual trip-making patterns associated with adverse weather or special events.

- a. Origin and destination latitude and longitude coordinates for each scheduled trip

ANSWER: Please see Attachment K.

- b. Final status of each scheduled trip, e.g. whether the trip was provided, cancelled or no-showed

ANSWER: Please see Attachment K.

- c. Scheduled and actual pick-up and drop-off times for each performed and no-showed trip

ANSWER: Please see Attachment K.

- d. Passengers transported, broken down by riders, attendants, companions, children and any other passenger categories tracked by the system

ANSWER: Please see Attachment K.

- e. For each trip, whether the rider used a mobility device, service animal or any other equipment codes

ANSWER: Please see Attachment K.

- f. Number of trips denied, broken down by capacity, eligibility and rider refusals as well as by any other category currently tracked

ANSWER: Please see Attachment K.

- g. Number of complaints received

ANSWER: Please see Attachment G.

142. Regarding DBE:

- a. Please verify that there is no Disadvantaged Business Enterprise goal established for this contract and that a good faith effort is not required.

ANSWER: That is correct, there is no DBE goal.

- b. Please provide a listing of all current DBE firms participating on the proposed service to include company name, contact number and use on the contract.

ANSWER: There are none.

Question from RATP Dev

143. Will Stanislaus RTA please consider a reduced service volume threshold of 10% rather than the 25% listed within the RFP? Excessive service volume changes above 10% will increase the risk factors to contract operators and increase the overall costs of providing service.

ANSWER: Please see Addendum 2.

144. Will Stanislaus RTA please clarify the amount of hours included for the first six-month period? The price sheets indicate a similar amount of service hours for all periods.

ANSWER: Please see addendum for the correction.

145. Will Stanislaus RTA please provide the average annual operator turnover?

ANSWER: The Contractor operating MAX reports a 16.43% turnover.

146. Will Stanislaus RTA please provide the average annual operator overtime?

ANSWER: No. Use of overtime may be a management approach of individual contractors.

147. Will Stanislaus RTA please the average annual productive hours worked by employee classification or level of experienced absenteeism?

ANSWER: The information is not available at this time. If it becomes available later, it will be distributed to Prospective Proposers.

148. Will Stanislaus RTA please provide the number of employees who would be required to complete refresher training due to collisions or valid complaints as identified in Section 5. (2-e.)?

ANSWER: Please see Addendum 2 to the RFP for a change.

149. Will Stanislaus RTA please provide the annual revenue hour build-up, including any layover hours assumptions?

ANSWER: Please see Attachment H.

150. Will Stanislaus RTA please provide a current run cut or the most recent mark-up of rosters for each mode of service operated?

ANSWER: Please see Attachment H.

151. Will Stanislaus RTA please provide a recent organizational chart for each mode of service operated?

ANSWER: Please see Attachment C.

152. Will Stanislaus RTA please provide the current Stanislaus County minimum wage requirements?

ANSWER: Please see https://www.dir.ca.gov/dlse/faq_minimumwage.htm and learn to do an internet search yourself.

153. Will Stanislaus RTA please provide the passenger productivity history for the current incumbent contractors? Specifically, is the current contractor meeting the 2.8 passengers per hour requirement listed on Page 64 of the FP?

ANSWER: Please see Attachment G.

154. Will Stanislaus RTA please provide the current number of telephone lines being provided by the incumbent operators?

ANSWER: The Contractor will provide the phone system at the Transit Center and Bus Maintenance Facility. The phone system will become the property of the Authority at the end of the base term of the Agreement. See Addendum 2 for more information.

155. Will Stanislaus RTA please provide the number, make, and model of current non-revenue support vehicles being deployed by the current incumbent operators?

ANSWER: The MAX contractor has 3 non-revenue vehicles.

156. Will Stanislaus RTA please clarify if it is the Contractor's responsibility to transport fares collected to a financial institution via armored truck service?

ANSWER: The Authority is responsible for armored truck service and counting the fares.

157. Will Stanislaus RTA please provide the last two years of utility payments for water, gas, electricity, and sewer?

ANSWER: Most of the utility costs are not the responsibility of the Contractor. These amounts will not be provided. However, the Contractor is responsible for internet costs. The Contractor should research pricing from companies that provide that service.

158. Will Stanislaus RTA please provide the history of towing occurrences for the past 24 months?

ANSWER: The Contractor is not responsible for the towing costs. This information will not be provided.

159. Will Stanislaus RTA please provide the annual revenue miles for each mode of service?

ANSWER: Please see Attachment G.

160. Stanislaus RTA please provide the deadhead miles for each mode of service?

ANSWER: Please see Attachment H.

161. Will Stanislaus RTA please provide three years' historical information, to include revenue/deadhead hours and revenue/deadhead miles for each of the separate services currently in operation?

ANSWER: Please see Attachment G.

162. Will Stanislaus RTA please provide a vehicle replacement schedule and fleet roster?

ANSWER: Please see Attachment L.

163. In the event a significant change in law means Contractors would need to assume unforeseeable costs, would Stanislaus RTA be open to a corresponding rate renegotiation?

ANSWER: Yes

164. Can Stanislaus RTA please confirm that the labor contract between National Express and the Teamsters is the only labor contract the successful Contract would need to take into account? If not, would the RTA please provide any other applicable labor contracts and seniority information?

ANSWER: That is confirmed.

Questions from Transdev

165. Draft Agreement, Section (3), (2): Given the uncertainty due to the Global pandemic, would StanRTA consider allowing mutual consent for option years?

ANSWER: No

166. Draft Agreement, Section 4 (9) Cost Adjustments:

a. This section does not include a possible decrease in service hours as also giving rise to negotiations. Would StanRTA revise this section address cost adjustments for an increase or decrease in total hours?

ANSWER: Please see Addendum 2.

b. Would StanRTA please remove the "other than year one" stipulation from this section, as it is important to protect against a significant change in projected service hours in any year of the contract, especially with the uncertainty caused by the pandemic.

ANSWER: No

c. Can the threshold percentage be lowered to 10%? Changes of up to 25% cause significant cost variances in operations as we have all experienced in the current pandemic, so we request this be lowered to 10%.

ANSWER: Please see Addendum 2.

d. Can the stipulation "in any Agreement year" be changed to a cumulative change within either the base or option term? With a total possible term of 10 ½ years, individual year changes of up to 25% can have a very significant cost impact to the contractor over a multiple year agreement.

ANSWER: Please see Addendum 2.

167. Sample Agreement, Section (9), (20): Is there a separate DBE contract goal for this contract and is a GFE Required? If the current providers are utilizing any DBE vendors, please provide the names of these vendors and the services/supplies they provide.

ANSWER: Please see Addendum 2. There is no DBE contract goal.

168. Section 13: Please provide a representative history of utilities paid for the 1609 8th Street facility so that bidders can account for these costs appropriately.

ANSWER: Most of the utility costs are not the responsibility of the Contractor. These amounts will not be provided. However, the Contractor is responsible for internet costs. The Contractor should research pricing from companies that provide that service.

169. Section 16: Please provide a three-year history of the cash collections and deposits on all services.

ANSWER: The Contractor is not responsible for cash counting or transport to a financial institution. This information will not be provided.

170. Exhibit D – Liquidated Damages. Please provide a representative history of corresponding operational data for all performance criteria listed in Exhibit D, as well as a record of any past assessments for failures to meet the required performance standards.

ANSWER: Please see Attachment G.

171. General: Please provide a pre and post COVID sample of invoices for each service and a copy of each contract with the incumbent operators for the services.

ANSWER: Please see Attachment B.

172. Please provide a three year history of operational data for all services to include annual revenue, deadhead and total miles and hours.

ANSWER: Please see Attachment G.

173. General: Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.

ANSWER: Please see Attachment D.

174. General: Pursuant to the requirements of CA Labor Code 1072, please provide information regarding the current rates/benefits for all employees of these services:

a. Please provide employee lists indicating hire date, pay rate, and full time or part time status.

ANSWER: Please see Attachment E.

b. Please provide specific benefit information such as a benefit rate sheet, indicating co-pays, dependent coverage and amount of premium to be paid by employer.

ANSWER: Please see Attachment E.

175. General: Please provide an organizational chart outlining all positions. Please indicate the percentage that each current position is dedicated to the current contract.

ANSWER: Please see Attachment C.

176. Page 19, Training Program: Is the training requested in this section the same as what is required for each of these systems today? Would the Authority allow bidders to propose a number of training hours it feels is adequate for each position instead of the 144-hour requirement? If not, please be more specific about which positions the 144 hours of training applies to.

ANSWER: The Authority is open to understanding the details for proposals to adjust the required hours for training. Please see Addendum 2 for more information.

177. General: Who is responsible for non-revenue fleet fuel?

ANSWER: The Contractor.

178. General: Does StanRTA provide any camera equipment? Is the Authority willing to allow bidders to install Lytx DriveCam and Mobileye on the fleet?

ANSWER: Yes, however the Authority will not maintain them and must be approved prior to installation. Buses already have a number of technology solutions. The Authority encourages Contractors to use existing systems where practical.

179. General: We understand Ecolane is provided for the MADAR service, what other CAD/AVL software agreements are in place for the MAX and County Services.

ANSWER: MAX uses Avail and StaRT uses Connectionz.

180. Section 102, Definitions: Please clarify the definition of Vehicle Revenue Hour – Fixed Route. What does the Authority consider an allowable level of Recovery Time? The RFP seems to exclude “time waiting at the Transit Center between trips” please confirm this is not included in “Recovery Time”.

ANSWER: Recovery time is generally 10% of a trip length or 5 minutes, whichever is more. There are circumstances where there is 15 minutes or more between trips on a block. That time is not considered revenue hour time. More detail can be found on Attachment H.

181. General: Please provide the existing vehicle blocking.

ANSWER: Please see Attachment H.

182. General: Please list any routes that have specific vehicle type restrictions and that cannot be interlined with other routes that require different vehicle types (i.e. transit bus vs. cutaway vs. commuter).

ANSWER: MAX route 44 is required to be a cutaway or other medium duty bus. Buses used on StaRT routes today are found in Attachment L.

183. Section 26 Insurance: Please confirm that all liability insurance limits that are required can be met by any combination of primary and excess insurance.

ANSWER: Please see Addendum 2.

Questions from First Transit

184. Recommend language clarifying that SRTA contract terms supersede the Federal Terms listed, recognizing that some sections differ however both documents are included in "(A) the Agreement (including the Attachments and Exhibits hereto)".

ANSWER: The Federal Terms are required.

185. For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.).

ANSWER: Only scheduled hours and recovery time as determined by Authority are included.

186. Please clarify why the layover time between trips is not included in the billable revenue hours. The route timetables are developed by the Agency and out of the control of the contractor. Typical NTD definition would be from 1st time point to last time point of the scheduled service.

ANSWER: Recovery time is generally 10% of a trip length or 5 minutes, whichever is more. There are circumstances where there is 15 minutes or more between trips on a block. That time is not considered revenue hour time. More detail can be found on Attachment H.

187. Please provide the current providers performance, for each of the current contracts, as they relate to the Performance Standards for the services as listed in the RFP for the past 12 months.

ANSWER: Please see Attachment F.

188. What is the current level of productivity for each of the services? Please provide for weekday, Saturday and Sunday by service.

ANSWER: Please see Attachment F.

189. Please consider allowing vendors to fully support compliance with current stay at home and associated state by state restrictions that resulted from the current Coronavirus (COVID-19) pandemic. We would like to request SRTD consider allowing proposals to be submitted via fully electronic means only (email, Dropbox, etc.), and if electronic copies of signatures/seals/notaries would be acceptable? We believe that in light of current COVID-19 restrictions; electronic submission will ensure full compliance with social distancing mandates across the U.S. and will minimize in-person exposure for your employees as well as your vendor's employees.

ANSWER: No.

190. Please clarify the requirement to use the LiveScan system for background checks. Would the Agency accept an alternative formal background check process?

ANSWER: The Authority is open alternative proposals for these background checks. Contractor must show the difference between the LiveScan and any proposed alternative.

191. Request that Section 2.a indicated that the minimum 90-day notification applies to each of the option years recognizing that the option years are five (5) single years. In addition, please confirm that under 2.c the month-to-month extension would include negotiated rates for the extended months.

ANSWER: That is confirmed.

192. Twenty-five (25%) percent is a large variance. Request that a lower threshold like 10% or 15% be established for negotiations of new rates.

ANSWER: No

193. Request that the decision be mutual on negotiations for large changes to service level with the ability for either party to terminate the contract if a mutual agreement cannot be met.

ANSWER: No. The Authority will work with the Contractor to deploy a large change and provide reasonable time to "ramp-up" operation.

194. During the transition, how many vehicles will be made available to the incoming contractor to perform training?

ANSWER: The Authority can make available 3 fixed route buses and 5 paratransit vehicles.

195. During the transition, will there be space available at the facility to conduct start up activities?

ANSWER: No.

196. Please clarify the training requirement for the current operators retained from the current providers. Are these operators to receive 20 hours prior to January 1st? Is the retraining for those who had a collision and/or complaint in last 12 months in addition to the required 20 hours?

ANSWER: Yes and Yes. The Authority is open to alternative proposals in this training requirement.

197. Please clarify the retraining of "all other employees" within 90 days. Are these the operators who did not have a collision or complaint in the last 12 months and covers the 20 hours retraining or do they require the full new operator training program?

ANSWER: The Authority is open to alternative proposals in this training requirement.

198. Please provide copies of the last 24 months of invoices from the Contractors.

ANSWER: Please see Attachment B.

199. We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for each of the current contracts, and indicate position, full time or part time, length of service, and current rate of pay.

ANSWER: Please see Attachment E

200. What is the current benefit participation for each workgroup? Please break down by Employee Only, Employee plus 1 and Family if possible. Please provide plan summary design with copays and amounts paid by employees for each work group including non-union employees.

ANSWER: Please see Attachment E

201. Please provide a list of the positions currently provided by each of the contractors for these services. Please indicate whether these positions are 100% dedicated to this contract.

ANSWER: Please see Attachment E

202. Please provide a current organization chart for each current operating contract to include management, staff and drivers.

ANSWER: Please see Attachment C

203. Please provide the revenue miles and hours; deadhead miles and hours; and total miles and hours for each of these services for the past 24 months.

ANSWER: Please see Attachment G.

204. Please provide the average number of revenue hours for each day of the week.

ANSWER: Please see Attachment G.

205. Please provide the average number of deadhead hours for each day of the week.

ANSWER: Please see Attachment G.

206. Please provide the average revenue miles for each day of the week.

ANSWER: Please see Attachment G.

207. Please provide the average dead head miles for each day of the week.

ANSWER: Please see Attachment G.

208. Please clarify the hours a Rover Bus must be available each day of the week. The section indicates that 8 hours per weekday are billable. Are Rover Buses required on weekends?

ANSWER: No, only weekdays.

209. Paratransit & Dial-A-Ride Services. For each service:

a. Please provide a productivity report from the dispatching software daily for one week and monthly for the last 24 months that shows data that includes:

Breakdown of Hours covering:

- i. Total vehicle hours;
- ii. Service/Live hours;
- iii. Deadhead Hours;
- iv. Break/Lunch Hours;
- v. Refuel Hours;
- vi. and Any Other Hours;

ANSWER: Please see Attachment G.

b. Breakdown of Miles covering;

- i. Total Miles;
- ii. Service/Live Miles;
- iii. Deadhead Miles;
- iv. Break/Lunch Miles;
- v. Refuel Miles;
- vi. And other Miles;

ANSWER: Please see Attachment G.

c. Average Distance in miles per Trip; Average Length in minutes per trip; Trips per Revenue Hour.

ANSWER: Please see Attachment K.

210. As mentioned during the pre-proposal meeting, please confirm the Agency will provide Ecolane for use as the scheduling and dispatching system for all paratransit and Dial-A-Ride systems. Please provide all modules and tools provided. Please clarify any costs the Contractor may be required to provide.

ANSWER: That is correct. The Contractor will not be responsible for any software costs Training costs are part of the Authority's contract with Ecolane and will be available to the Contractor. The Contractor will still be responsible for the time their employees are trained on Ecolane.

211. Please clarify whether Contractor will accept credit/debit payment for passes and if so, will the associated transaction fees be covered by the Agency.

ANSWER: The Contractor will accept credit/debit payments through Ecolane and Token Transit, and are not responsible for those credit card fees. The Contractor will be responsible for taking credit/debit payments at the Transit Center and provide all equipment for that function. The credit/debit fees can be charged back to the Authority. Please see Addendum 2.

212. Please provide the number of calls by hour and by type (reservations, where's my ride, etc.) for each day of the week for each Provider. Please provide for Jan '20 and Jan '21.

ANSWER: Please see Attachment D.

213. Please provide call system reports for each Provider for the months of January 2020 and January 2021.

ANSWER: Please see Attachment D.

214. Please clarify who provides the phone system for transit operations to include reservations, customers service, etc. IF the Agency, please provide the make and model of the phone system.

ANSWER: Please see Addendum 2. The phone system is the responsibility of the Contractor. The phone system will become property of the Authority at the end of the Base Term.

215. Please provide the current number of Telephone Sets at the Transit Center and the Maintenance Facility used by Contractors.

ANSWER: The Authority will provide the phone system which has yet to be purchased or implemented.

216. Will advanced call management features be required? (Call Recording, Call Reporting, IVR menus).

ANSWER: The Authority will provide the phone system which has yet to be purchased or implemented.

217. Please provide detail on the office/facility phone and internet lines/connections in each work area.

ANSWER: The Authority will provide the phone system which has yet to be purchased or implemented. Internet connections are determined based on the number of devices that the Contractor intends to provide.

218. Call Recordings – Are Contractors required to make call recordings available to the Agency? HIPAA regulations raise concerns in this area and may require a very controlled process.

ANSWER: Yes, however the Authority will own and provide the phone system which has yet to be purchased or implemented.

219. Please provide information on the Agency provided fleet to include age, make/model, fuel type, current odometer readings, average miles operated per year.

ANSWER: Please see Attachment L.

220. Does the Agency have a vehicle replacement schedule that can be shared? Are any new buses in the process of being procured for either replacement or expansion?

ANSWER: Please see Attachment O for the Transit Asset Management plans.

221. Please provide the current total number of revenue vehicles. Please include spare ratio.

ANSWER: Please see Attachment L. The Authority has a 20%+ spare ratio.

222. Please clarify the number of vehicles used in revenue service by day of week, the peak service hours and number of buses in service at these times.

ANSWER: Please see Attachment G.

223. Please clarify Contractors responsibility for repairs of damage 'regardless of the party that is responsible for damage'. If the vehicle is not in the control of the Contractor when damaged, why would the Contractor be responsible? Please confirm damage due to maintenance department or Agency selected vendors actions would be covered by that party and not the responsibility of the Contractor. Please confirm that damage due to a non-preventable accident would be covered by insurance subrogation.

ANSWER: If vehicle is not under control of the Contractor, the Contractor is not responsible for the damages. Contractor is responsible for damage regardless of fault, even in a non-preventable accident.

224. What is the required schedule for vehicle exterior cleaning?

ANSWER: Daily.

225. How is vehicle cleaning currently accomplished for each of the Contracts? (onsite, offsite, outsourced) If outsourced, please provide the name and contact information for the vendor.

ANSWER: The interior cleaning is currently done by a sub-contractor for MAX and done by the Contractor for MADAR and StaRT.

226. Please clarify the responsibility for Exterior bus cleaning. If a Contractor responsibility, please provide the required frequency. Who is responsible for the cleaning supplies for exterior bus washing?

ANSWER: The City of Modesto Maintenance Division will be contracted to provide the exterior cleaning of the buses.

227. Does the Agency plan to purchase electric vehicles during the term of the contract? Who will be responsible for the charging costs associated with charging electric vehicles?

ANSWER: It is likely that the Authority will purchase more electric buses. The charging costs will be the responsibility of the Authority and not the Contractor.

228. What is the current pre-trip and post-trip time per driver for each of the contracted services?

ANSWER: Please see Attachment H.

229. What is the current plan for driver reliefs for each of the services? Are reliefs made 'on-route' or at the Transit Center? Are relief vehicles used or do operators check-out a new bus?

ANSWER: These are determined by the Contractor and approved by the Authority to provide the more efficient operation.

230. Please confirm the Agency provides mobile radios for supervisor use. Does the Contractor need to provide any mobile phones, Push-To-Talk Radios, tablets, etc.?

ANSWER: The Authority will provide all radios for the Contractor. Other devices are the responsibility of the Contractor.

231. Please clarify the Agency provided CAD/AVL system for fixed route services. Please confirm Agency will provide, host and pay for all aspects of the CAD/AVL system.

ANSWER: The Ecolane software for Demand Response and ADA Paratransit is intended to start being used when this agreement begins on January 1, 2022. The Avail and Connectionz software will continue to be used. The Authority will pay for all costs associated with these systems.

232. Is there a secure fare collection room at the facility?

ANSWER: Yes, but the Contractor will not have access to this room as it is not required to count cash or dump fareboxes.

233. Please clarify whether the Contractor is responsible for removing fareboxes, counting fares and depositing in a bank account. If Contractor is responsible for counting and depositing, please provide the cash/coin amounts by day for a full month for each service for January 2020.

ANSWER: The Contractor is not required to perform this function.

234. What type of fareboxes will be utilized within the revenue vehicles? If none, please provide fare collection process.

ANSWER: Genfare Odyssey fareboxes and Diamond Fareboxes.

235. In Section 17.2, Request confirmation and added language that Contractors will be reimbursed/compensated for labor and expenses associated with the event.

ANSWER: Yes, please see Addendum 2.

236. Please provide copies of the last 24 months of management reports from each of the Contractors.

ANSWER: Please see Attachment G.

237. Please provide a listing of any penalties charged or incentives earned over the past 24 months to capture pre-Covid service for each Contract and Service. Please clarify if the liquidated damages listed in the RFP differ from the current contracts.

ANSWER: Please see Attachment G.

238. Would the agency consider postponing performance penalties during the first 90 days of the new contract period for a new contractor?

ANSWER: Yes, the Authority would consider the request.

239. Request that Liquidated Damages be assessed within 30-days of the event(s) relating to the standard so that Contractor is able to adjust performance to prevent continued penalties or assessment for items that are months old.

ANSWER: Yes, the Authority would consider the request.

240. Request the removal of 'volunteers' and adding language that insurance provided 'with respect to claims arising under this Agreement.'

ANSWER: Please see Addendum 2. The reference to volunteers will be removed and the other requested addition will be added.

241. Request the removal of 'volunteers' and limiting 'to the extent caused by the negligence or willful misconduct of Contractor.'

ANSWER: Please see Addendum 2. The reference to volunteers will be removed, but the other requested addition will not be added.

242. Request the following or similar be added to Section 26 (6) - 'The foregoing indemnification and hold harmless obligation does not apply to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Authority, its agents, officers, employees, volunteers, passenger-upon-passenger violence; routing; or Contractor's good faith adherence to Authority's policies, procedures, instructions, protocols or directives.'

ANSWER: Please see Addendum 2.

243. Please provide details regarding any subcontractors being used by any of the current Contractors, and which services they are providing.

ANSWER: The Contractor operating MAX uses a sub-contractor for the interior vehicle cleaning.

244. Request that the list be expanded to include additional examples such as: 'act of God, civil disturbance, fire, riot, war, terrorism, labor shortages, pandemics, epidemics, governmental action, interruptions to power or communications grids, fuel shortages, traffic, weather, or any other condition or cause beyond Contractor's control.'

ANSWER: Please see Addendum 2.

245. Please confirm that the contractor shall not be liable for any transit employee protection obligations associated with 49 U.S.C. 5311 or 5333(b). If the contractor is liable, please provide the value of the liability so that it can be captured in the pricing. Are there any unfunded pension liabilities, etc?

ANSWER: These are federal requirements that cannot be changed.

246. Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.

ANSWER: That is correct.

247. Please provide the names and contact information of any current DBE vendors for the current contract operators.

ANSWER: There are none.

248. Please confirm that Exhibit H Certificate of Contract Compliance is for informational purposes and is not required as a submittal page for the proposal.

ANSWER: It is part of the monthly report.

249. Please confirm that Contractors are not responsible for any licenses, permits, etc for using or operating from the provided facilities.

ANSWER: That is correct.

250. Please confirm that Contractors are not responsible for environmental waste management, permits, water reclamation, etc associated with the provided facilities.

ANSWER: That is correct.

251. Page 75 and page 159 indicate Contractors are responsible for utilities to include gas, electric, water and sewer. Are the areas of use by the Contractor separately metered for these services? Please provide the amounts charged Contractor for these utilities for the past 12 month period.

ANSWER: Please see addendum. The Authority is responsible for most utilities.

252. Please clarify whether the Contractor is responsible for janitorial services for the Transit Center. If so, please provide the name and contact information of the current company providing these services.

ANSWER: The Authority is responsible for janitorial services at the Transit Center.

253. Please clarify/confirm whether the Agency plans to charge Contractor for parking at the Transit Center. If so, please provide the # of spaces and amount per space per month to be charged. Are there a certain number of spaces provided free of charge to the Contractor?

ANSWER: The Transit Center parking spaces are under the control of the City of Modesto. Two spaces are provided to the Contractor to use at no charge, the remaining spaces are available for a fee to the City of Modesto directly.

254. Please confirm that the included Teamsters agreement is the only current CBA for employees and that the current Modesto DAR and Stanislaus Regional Transit workforce are not represented.

ANSWER: That is confirmed.

255. Please provide detailed information for each Fixed Route to help with blocking and scheduling in Excel format. Please include current deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.

ANSWER: Please see Attachment G.

256. Please provide current run cut for each of the fixed route services.

ANSWER: Please see Attachment G.

257. Please confirm the Contractor will not be charge a lease rate/rent for the use of the facilities.

ANSWER: That is confirmed.

258. Please clarify whether SRTA will indemnify the Contractor for pre-existing environmental issues at either property.

ANSWER: That is confirmed.

259. Please provide the actual performance for each Performance Criteria listed by month for the past 24 months for each of the Contracts and Services.

ANSWER: Please see Attachment F.

260. Please provide the required forms in either Word or Excel format for ease of completion.

ANSWER: The PDF of the RFP can be used.

261. IT: Does the Contractor need to provide any network cabling or facility IT upgrades at either facility?

ANSWER: Possibly. The configuration and quantity of internet devices is at the discretion of the Contractor.

262. IT: Are there any non-standard system applications that need to be installed on Contractor's workstations?

ANSWER: All Authority provided software is hosted and accessible through standard internet browsers.

263. IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?

ANSWER: Ecolane, Avail, Connectionz, Angeltrax

264. IT: Will Contractor need to host or support any application, web, or database servers?

ANSWER: None that are required by the Authority.

265. IT: Will the contractor need to provide tablets, iPads, Wi-Fi, or cellular service?

ANSWER: Management are required to be reachable by cellular phone.

266. IT: Are there any on-board applications Contractors will be required to support (hardware or software) for passenger WIFI, AVL, passenger counting, farebox, etc.?

ANSWER: Contractor will be required to operate all equipment and report any defects timely to maintenance staff.

267. Application Support: Are there any applications or systems that need to transitioned from the current contractors system to the new contractors system?

ANSWER: No

268. IT: Is the Contractor able to segment a separate VLAN off the Agency internet service? IF so, what up/down bandwidth is available to the Contractor on the Agency internet service? Please confirm Contractor can install their own managed router and switch for segmented VLAN.

ANSWER: No

269. IT: Is there rack space available for Contractor servers, switch, routers, etc.?

ANSWER: Yes

270. Paratransit: Is any part of the program funded by a Covered Entity (as defined under HIPAA), including Medicare and Medicaid?

ANSWER: Yes

271. Paratransit: Will Contractor be required to enter into a HIPAA Business Associate Agreement to provide some of the contracted services?

ANSWER: No

272. Please provide the current rates paid to each of the existing contractors for variable and fixed costs. Also, please indicate the total amount paid to each contractor for the last fiscal year.

ANSWER: Please see Attachment A.

273. Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.

ANSWER: MAX uses Avail CAD/AVL equipment, Angeltrax video surveillance equipment. StaRT uses Connectionz CAD/AVL equipment and Seon video surveillance equipment. All buses use Genfare Odyssey or Diamond fareboxes.

274. Is the agency open to integration of TNC or taxi providers? If yes, would the agency be open to limiting driver requirements such as drug and alcohol testing, etc.?

ANSWER: Yes. Limitation of driver requirements is at the discretion of the Federal Transit Administration.

Questions from Storer Transit Systems

275. Page 70. Sec 11 Customer Service #4, Pass/Ticket Sales: CONTRACTOR shall sell passes and other fare media from CONTRACTOR's customer service office as directed by the AUTHORITY. Question: Please clarify CONTRACTOR does not need to provide a facility and all customer service will be located at the Modesto Transit Center on 9th Street.

ANSWER: The Contractor does not need to provide a facility. A customer service office at the Modesto Transit Center is required to be used to provide customer service functions.

276. Page 75. #9 Radio Equipment: a. CONTRACTOR shall use an AUTHORITY supplied radio communications system for each vehicle to allow for timely and efficient dispatching, coordinating, and responding to service calls. b. Portable or handheld units may be used on vehicles when the vehicle's regular unit is not functioning. Question: How many portable/handheld units will be available to the Contractor to use as backup devices? Also, please confirm that these portable\handheld units will be provided by the Authority.

ANSWER: The Authority will provide 13 portable radio's to be used at the Contractor's discretion.

277. Page 77, (4) CAD/AVL Systems: a. During the Agreement Term, AUTHORITY may require CONTRACTOR to utilize different CAD/AVL systems based on functionality. There will be

different CAD/AVL systems provided for fixed route, demand response and ADA paratransit services. In addition, there may be different CAD/AVL systems for the fixed route operation. Question: Please provide, in detail, the CAD/AVL systems currently used and that will be provided on fixed route, demand response and ADA paratransit services? The current StaRT fixed route buses currently utilize the CONNEXIONZ CAD\AVL system that was installed in 2019 and it is our understanding that the MAX CAD/AVL system is Avail. Does the Authority plan on using these two independent CAD\AVL systems? If yes, for how long will these systems operate independently? If no, which system(s) will be utilized?

ANSWER: Yes, both systems will continue to be used. The Demand Response and ADA Paratransit systems for the former MADAR and StaRT services will transition to using Ecolane on January 1, 2021. At some point during the term of the agreement, a single CAD/AVL system will be used for the fixed route services. That decision has yet to be determined.

278. Page 77, SEC. 15 Video Surveillance System: General. -- AUTHORITY requires the CONTRACTOR to use the supplied Video Surveillance System (VSS) which should be used to improve passenger satisfaction; to promote and enhance overall system quality and efficiency; to provide the technology and means for quality control; and to provide more accurate data on system and CONTRACTOR performance. Question: Please provide, in detail, the VSS currently used or that will be provided on fixed route, demand response and ADA paratransit services? The current StaRT fixed route buses currently utilize the SEON VSS. If MAX and the City newly purchased paratransit buses do not utilize SEON VSS does the Authority plan on using independent VSS? If yes, for how long will these systems operate independently? If no, which system(s) will be utilized?

ANSWER: The MAX and new MADAR fleet purchased by the City of Modesto a new video surveillance system from Angeltrax installed in 2020. The Authority will continue to use the systems until a decision is made to consolidate those systems.

279. Page 78, SEC. 16 Fare Collection: General. -- CONTRACTOR shall collect the appropriate fare as determined by the AUTHORITY for all rides provided on the transit system. Question: Please provide, in detail, the farebox equipment that will be provided on all Authority fixed route vehicles, ADA Service vehicles and Demand Response vehicles. Additionally, the StaRT system requires a total of six (6) different fare sets and utilizes the GenFare Odyssey 12 system on all its fixed route and paratransit vehicles. Is it the Authority's intention to continue with multiple fare sets in streamlining services? Is it the intention of the Authority to continue to utilize a combination of varying fare boxes, from Diamond XV to GenFare Odyssey?

ANSWER: The current fareboxes, fare schedules and fare media used by MAX, MADAR and StaRT will continue to be used on all vehicles until a decision is made on equipment to be used on all vehicles. The fare schedule will be consolidated at some point in late 2021 with new fare media under the brand of the Authority.

280. Question: Stanislaus County currently provides three remote County Corporation yards in Patterson, Newman and Oakdale which the contractor primarily utilizes for parking, staging and

cleaning purposes. Will these facilities continue to be available to the Contractor? Do these facilities have electricity, running water, restrooms and driver breakroom access?

ANSWER: Yes, these facilities will still be available. More information will be issued when it becomes available.

281. Question: Stanislaus County currently owns CNG Para-transit, demand response and fixed route fleet vehicles. Will the Authority continue to operate these vehicles? What is the range of the paratransit and fixed route buses when these vehicles are fueled using slow fill and fast fill? The City of Riverbank currently allows County owned buses to fuel CNG at their facility. Will this facility continue to be utilized? Can this location accommodate the fueling of both the paratransit and large 40-foot transit buses? Assuming the CNG capacity is at 25%, how long will it take to fast fill and slow fill a paratransit and a fixed route transit vehicle. What is the procedure when one of the CNG fueling locations is inoperable due to maintenance/service? How often does this happen in a calendar year? Currently the paratransit vehicles need to be fueled multiple times each day, the fixed route buses require CNG fueling, on average, once a day, will the Contractor be compensated for fueling of these vehicles both mid-day and in the evening/night?

ANSWER: More information will be issued when it becomes available.

282. Page 55, (14) Labor Code Requirements. -- The CONTRACTOR shall be subject to and comply with the provisions of California Labor Code Sections 1070 – 1074 regarding retention of employees of the prior CONTRACTOR and the provision of employee information in a future transition. Page 113. Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements: 1. U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) Question: The Current StaRT/MADAR contractor is non-union, and the current MAX contractor is unionized. In the current labor agreement for the MAX employees, except management, the seniority as defined and protected. Storer has labor agreement with teamsters in other locations and is in good standing in all contracts. How is the Authority going to ensure that the non-union employees of StaRT and MADAR, many of which have been employed 30+ years, are protected with their seniority, pay and benefits as specifically indicated in State and Federal Labor Codes?

ANSWER: The Contractor is required to work out employment arrangements with the union to comply with all labor code requirements. The Authority encourages Contractors that will be providing a proposal to the Authority to communicate with the union(s) and work out appropriate employment arrangements for all employees. Such arrangements should be included in the proposal submitted to the Authority.

283. Question: The current StaRT/MADAR contractor provides turnkey operations that includes maintenance personnel such as high level mechanics, maintenance managers, maintenance technicians and utility workers. Since the Authority is going to take over maintenance, these employee's jobs are in jeopardy. Under State and Federal Labor Codes, how are these key employees going to be protected from loss of employment, demotion, pay and benefits and the like? Maintaining CNG equipment requires unique training and skills levels and these employees have maintained a fleet of CNG buses since 2003.

ANSWER: The performance of maintenance duties will be contracted by the Authority through the City of Modesto. As the City of Modesto transitions from maintaining the former MAX fleet, to the entire Authority fleet, it is likely that the City of Modesto will need additional maintenance personnel to carry out the maintenance of the fleet. These employees may wish to apply with the City of Modesto for maintenance positions.

284. Page 73 - 74, (4) Vehicle Appearance: Please confirm that the Authority is responsible for washing the exterior of all vehicles and no contractor labor will be involved in this task?

ANSWER: That is correct.

285. Question: Stanislaus County currently operates several systems that require the GPPV (General Public Paratransit Vehicle) Special Drivers Certificate. The RFP does not include any details or requirements for this certificate. Is it the intent of StanRTA to not require the GPPV Certificate for these systems?

ANSWER: All licensing and endorsements are required by the State of California. Please talk with the Department of Motor Vehicles to get the information required for the vehicles provided by the Authority and type of service that the Contractor will provide.

286. Page 69, Section 10, 3, d: Adherence to Schedule: d. Missed Trips are defined as any trip on a route that does not operate, bypasses a stop or is more than 20 minutes late with proper justification. Question: Please clarify, "with proper justification".

ANSWER: There are some issues outside the control of the Contractor that could justify a missed trip. The Contractor is required to provide that justification for review by the Authority to determine whether the trip was missed.

287. Page 73, Section 12, 2, c: States Contractor shall maintain all non-revenue vehicles. However, Section 12, 3: states in part "the Contractor shall be responsible for the cost of any and all repairs of damage that occurs to any vehicle, both revenue and non-revenue, used under this Agreement, regardless of the party that is responsible for damage. Damage repair will be

completed promptly by Authority.” Question: Please clarify if the Contractor or the Authority is responsible for the repair of damaged non-revenue vehicles.

ANSWER: The Contractor is responsible for the damage or all vehicles. Damage repair to revenue vehicles will be completed by the Authority. The Contractor will be responsible for those repair costs. Repairs to non-revenue vehicles are the responsibility of the Contractor. The Contractor must arrange for repair by a third-party

288. Page 70, Sec. 11, 4, b. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by the AUTHORITY. Question: Are fare deposits required to be made daily Monday through Friday? If no, what days are deposits to be made Monday through Friday? For Saturdays, Sunday and holiday service when are fare deposits to be made?

ANSWER: Fare deposits are required daily as directed by the Authority. Weekend deposits shall be made on Monday’s or the next business day if Monday is a holiday.

289. Page 75, Section 13 Facilities a. CONTRACTOR will be responsible for providing furnishings, including telephone system, computers and other business equipment required to perform according to the terms of the contract. b. CONTRACTOR is responsible for utilities, internet and telephone expenses incurred in the course of performing the Agreement. Question: The current StaRT/MADAR contractor telephone system is extremely advanced and offers passengers multiple options for advanced customer service. The current system includes multiple reporting requirements, recorded inbound and outbound calls, ability to que callers, capability to save the recorded audio file to be shared with the authority and much more. In the current StanRTA RFP detailed telephone requirements are not provided. Is it the Authorities expectations to have these high-level telephone requirements? If yes, please provide detailed information, expectations and specifications of the contractor provided telephone system. How many lines does the current contractor utilize to meet the high customer service expectations of StaRT and MADAR systems? Are the telephone requirements the same for both the Modesto Transit Center and the Authority Maintenance facility?

ANSWER: Please see Addendum for a change to the requirements for a phone system.

290. Question: Please provide liquidated damages assessed for StaRT, MADAR and MAX services for the last five (5) fiscal years?

ANSWER: Please see Attachment G.

291. Question: During the COVID period from March 2020 to present were there any service disruptions due to lack of drivers for StaRT, MADAR and MAX? If yes, please provide the extent of driver shortages for each individual system (StaRT, MADAR and MAX).

ANSWER: Yes. The MAX system experienced a time in January/February 2021 where driver shortages due to covid required the reduction in service.

292. Page 159, 12. UTILITIES: **LESSEE** shall provide gas, electricity, water and sewer services to the Leased Premises. LESSEE shall make all arrangements for and pay for all telephone, cable,

and internet service. LESSOR shall provide a dumpster on the BMF premises to dispose of trash. It shall remain the responsibility of LESSEE to deliver its trash to the dumpster. Question: Please provide liquidated damages assessed for StaRT, MADAR and MAX services for the last five (5) fiscal years? Page 174, 10. TRASH, UTILITIES: **LESSOR** shall provide gas, electricity, water and sewer services to the Leased Premises. LESSEE shall make all arrangements for and pay for all telephone, cable, and internet service. LESSOR shall provide a dumpster on the BMF premises to dispose of trash. It shall remain the responsibility of LESSEE to deliver its trash to the dumpster. Question: Please confirm for each facility who pays for Utilities. If the Contractor is required to pay for any of the utilities, please provide a monthly cost for each utility.

ANSWER: Please see addendum. The Authority is responsible for most utilities.

293. Page 75 SEC. 13 FACILITIES (1) Bus Maintenance Facility. -- AUTHORITY shall provide business accommodations at the Modesto Bus Maintenance Facility located at 1609 8th Street, Modesto, CA 95354. The lease applicable to this space is attached as Attachment B and incorporated herein by this reference as if fully set forth. a. **CONTRACTOR will be responsible for providing furnishings**, including telephone system, computers and other business equipment required to perform according to the terms of the contract.

b. CONTRACTOR is responsible for utilities, internet and telephone expenses incurred in the course of performing the Agreement.

(2) Transportation Center. AUTHORITY shall provide business accommodations at the Modesto Transportation Center located at 1009 9th Street, Modesto, CA 95354. The lease applicable to this space is attached as Attachment C and incorporated herein by this reference as if fully set forth. a. **CONTRACTOR will be responsible for providing furnishings**, including telephone system, computers and other business equipment required to perform according to the terms of this Agreement.

Page 157, 6. FURNISHINGS, **The Building Area within the Leased Premises will be furnished with cubicles, desks, cabinets and appurtenant furnishings for LESSEE's use** as shown in Exhibit 2D through 2I. Furnishings shall not be altered without the approval of Authority. LESSOR covenants that on termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.

Page 173, 4. FURNISHINGS **The Building Area within the Leased Premises will be furnished with cubicles, desks, cabinets and appurtenant furnishings for LESSEE's use** as described in Exhibit 1D. Furnishings shall not be altered without the approval of LESSOR. LESSOR covenants that on the termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.

Question: Does the Authority or the Contractor pay for Furnishings at each location? Please specify.

ANSWER: Please see Addendum 2.

294. Question: Does a bidder need to declare to the Authority if their business/entity is for sale in their bid?

ANSWER: No

OTHER INFORMATION

295. The current Contractor provides an employee shuttle between the Bus Maintenance Facility and the Transit Center. That shuttle operates occasionally throughout the day. The Contractor should consider this function for their employees as they determine the best driver and employee schedule.