

**CITY OF ESCALON SHORT RANGE TRANSIT PLAN
REQUEST FOR QUOTATIONS**

1. NOTICE IS HEREBY GIVEN that the CITY OF ESCALON (hereinafter "CITY") requests quotations for the **CITY OF ESCALON SHORT RANGE TRANSIT PLAN** project (hereinafter "Project"), and will receive quotations via email to John Andoh, Transit Manager, City of Escalon at jandoh@cityofescalon.org until December 15, 2023.
2. The services to be performed by the successful proposer are described in the Request For Quotations. The general scope of services includes the development of a Short-Range Transit Plan covering the CITY's fiscal years FY2024/2025 – FY2033/2034, including a complete analysis, public outreach and recommendations to existing and future eTrans Public Transit Services. A pre-proposal conference will not be held for this solicitation.
3. All responsive quotations shall be reviewed and evaluated by the CITY in order to determine which Proposer best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate quotations are set forth in the Request For Quotations.
4. The CITY reserves the right to reject any and all quotations or waive any irregularities in any proposal or the proposal process.

John Andoh
Transit Manager
Publish Date: 11/11/2023

**CITY OF ESCALON
REQUEST FOR QUOTATIONS (RFQ)
FOR SHORT RANGE TRANSIT PLAN
(SRTP)**

1. **DELIVERY OF QUOTATIONS.** It is the Proposer's responsibility alone to ensure that the proposal is received to John Andoh, Transit Manager via email to jandoh@cityofescalon.org by December 15, 2023.
2. **FORMAT OF QUOTATIONS.** Respondents to this RFQ must submit one (1) electronic copy of the complete proposal in Microsoft Word or Adobe PDF format. The submission should include all supplemental hardcopy material such as brochures or business documents.
3. **QUALITY OF PROPOSAL.** Unnecessarily elaborate or glossy quotations are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this Request For Quotations.
4. **CONTENTS OF PROPOSAL.** The Proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, to demonstrate the Proposer's competence and professional qualifications for the satisfactory performance of the services outlined in the "Scope of Services" (Section 8) of this Request For Quotations.
 - 4.1. A list of the most recent projects for which the Proposer has performed similar services of similar size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
 - 4.2. A list of the Proposer's principals, employees, agents, and subconsultants which the Proposer anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The CITY will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
 - 4.3. A detailed description of the methods by which the Proposer intends to perform the work set forth in the Scope of Services. The description shall include, at a minimum, the following items:
 - 4.3.1. A performance and cost schedule for all services necessary to complete this Project. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of services outlined in the proposal.
 - 4.3.2. A total proposed "Not to Exceed" costs of the services, including a Fee Schedule describing all charges and hourly rates for services.
 - 4.3.3. The Proposer should specifically indicate in its proposal any clauses in the CITY's proposed Agreement which are unacceptable to the Proposer.
 - 4.4. A statement which discloses any past ongoing or potential conflicts of interest which the Proposer may have as a result of performing the work for this Project.
 - 4.5. A copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may also be submitted.
 - 4.6. The proposal must be signed by an authorized representative of the Proposer.

5. **INTERPRETATIONS OF THE REQUEST FOR QUOTATIONS.** If the Proposer is in doubt as to the meaning of any part of the Request For Quotations, or finds discrepancies in or omissions from the Request For Quotations, the Proposer shall submit to the CITY an emailed request to jandoh@cityofescalon.org.
6. **REVIEW OF QUOTATIONS.** After the quotations are received and opened by the CITY, the CITY shall review and evaluate all quotations for responsiveness to the Request for Quotations to determine whether the Proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all Proposers to whom the award is contemplated, and the CITY may request clarifications of quotations directly from one or more Proposers. It is anticipated that this review period could last up to approximately thirty (30) days. In reviewing the quotations, the CITY may consider the following:
- 6.1. The experience and past performance of the Proposer and its agents, employees, and subconsultants in completing projects of a similar type, size, and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
 - 6.2. The feasibility of the proposal is based upon the performance and cost schedules, and the methodology to be used by the Proposer.
 - 6.3. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request For Quotations.
 - 6.4. Proposed budget and timeline to complete the work.
 - 6.5. Any requested changes to the CITY's standard Professional Services Agreement.
 - 6.6. Understanding slow community growth and the impacts to community transit.
 - 6.7. Ability to use traffic modeling reports to assist in transit analysis.
 - 6.8. Each Proposer must be an equal opportunity employer and agree to comply with all applicable required Federal clauses.
7. **AWARD OF AGREEMENT.** Upon completion of the review period, the CITY shall notify those Proposers whose quotations will be considered for further evaluation and negotiation. At the CITY's discretion, all Proposers so notified shall be required to make presentations and negotiate in good faith in accordance with direction from the CITY. Any delay caused by Proposer's failure to respond to direction from the CITY may lead to a rejection of the Proposal.
- 7.1. If the CITY determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the Proposer and the CITY.
 - 7.2. The CITY reserves the right to reject any or all quotations, and to waive any irregularity. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each proposal and projected costs.
 - 7.3. This award is subject to the approval of the California Department of Transportation (Caltrans) as FTA Section 5311 funds are being used for this procurement. Attached to this RFQ are the appropriate Federal clauses and certifications to be included in the Professional Services Agreement (**Appendix C**).
 - 7.4. The CITY requests all bidders to include disadvantaged business enterprise (DBE) participation for this procurement. A goal of 1% has been established for this procurement. (**Appendix D**).

8. **SCOPE OF SERVICES.** The scope of services set forth in this Request For Quotations represents an outline of the services which the CITY anticipates the successful Proposer to perform and is presented for the primary purpose of allowing the CITY to compare quotations. The precise scope of services to be incorporated into the Professional Services Agreement shall be negotiated between the CITY and the successful Proposer. **The CITY requests that the Proposer suggest changes to the scope of services (as a part of the proposal) in order to achieve the CITY's stated Project Objectives.**

8.1 Project Objectives. The CITY's primary objective for this Agreement is to obtain professional assistance in the development of a Short Range Transit Plan (SRTP) covering FY2024/2025 – 2033/2034, including assessment of existing and future public transit services to meet community needs; General Plan and regional connectivity, overall general financial estimates for recommended scenarios, and service delivery options.

In addition, to fulfill the requirements of the San Joaquin Council of Governments (SJCOG), the purpose of the SRTP also includes, but is not limited to, the following:

- A. To propose specific recommendations for implementing the long-range objectives of San Joaquin County's 2022-2042 Regional Transportation Plan/ Sustainable Communities Strategy and guide the provision of transit services in the region over the next five years.
- B. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and SJCOG with information necessary to meet regional programming and planning requirements.
- C. To submit requests for federal, state, and regional funds for capital and operating purposes through SJCOG's Measure K transit fund programming, and in the SJCOG TIP.
- D. To serve as a guiding baseline document that support's the development of SJCOG's Regional Transit Systems Plan
- E. The goals and standards specified in an operator's SRTP serve as a basis for the assessment of the operator's performance conducted as part of the SJCOG Triennial Performance Audit of the operator.

8.2. Project Restrictions.

8.2.1. Timing. Time is of the essence for the project. The CITY would like the project to be complete as soon as is feasible given the defined scope of work. Quotations must include a stated timeline in which the work can reasonably be completed. A timeline indicating key elements for this project will be identified at the time of proposal submittal. Following is the proposed project schedule:

Description	Due Date
Release of RFQ	11-11-2023
Quotations Due	12-15-2023
Proposal Evaluation	12-17-2023
Interviews (optional)	01-03-2024
Award of Contract	01-16-2024
Consultant Begins Work	01-22-2024
Draft SRTP to CITY Staff	TBD per Proposal

Final Draft SRTP to CITY Staff	TBD per Proposal
Adoption of SRTP by CITY Council	TBD per Proposal

8.2.2. Budget. Proposer is expected to provide a price proposal and detailed budget to complete all work detailed in the scope of work. All fees for elements contained in this scope of work should be included in the proposal. A total proposed “Not to exceed” Fee for Consulting Services, including a Fee Schedule describing all charges and hourly rates for services shall be negotiated between the CITY and Proposer for this project.

8.2.3. License Requirements. Proposer is required to obtain a CITY of Escalon Business License and must be registered to do business in California with the Secretary of State.

8.3. Background Information. The City of Escalon (CITY), which constitutes the basic service area, is an urban area located in a rural portion of San Joaquin County in the State of California. The CITY provides public transit services of general public demand response service within the CITY limits and Jacob Myers Park in Riverbank and a deviated fixed route to Modesto in Stanislaus County. The total service area is approximately 2.3 square miles. The overall system is still in recovery from the effects of COVID-19. In FY 22/23, the transit system had approximately 1,300 riders. Service is provided with one peak vehicle, Monday through Friday from 8:12 a.m. to 5:12 p.m. with opportunities to transfer to Ride the S and San Joaquin RTD.

Current brochure and details for all eTrans services can be found at www.escalonetrans.org.

8.4 Proposed Project Tasks. As stated above, the CITY requests that the Proposer suggest changes to the scope of services (as a part of the proposal) to achieve the CITY’s stated Project Objectives. Provide a detailed budget and schedule for the following tasks and subtasks:

8.4.1 Planning Horizon

The planning horizon for the short- range transit plan is ten years. However, a longer planning horizon may be required if necessary to reflect significant capital replacement and/or rehabilitation that would not fall within the ten-year period (e.g., rolling stock, bus sub fleet). A longer planning horizon may also be required if necessary to capture the capital or operating budget implications of significant changes in service.

8.4.2 Public Outreach

Proposer must ensure that the public is included in the planning process. To ensure equity, diversity, and inclusion, FTA’s Title VI Circular requirements pertaining to public outreach must be adhered to in this process.

Proposer must conduct a survey in association with developing the short-range transit plan. The focus of the survey is threefold: (1) to inform CITY, SJCOG, and interested stakeholders of the demographic profile of transit riders throughout San Joaquin County; (2) to provide information to CITY on the travel patterns and characteristics of their customers; and, (3) to provide CITY, SJCOG, and interested stakeholders with robust estimates of transit origin/destination patterns, which are important to analytical planning efforts.

In addition, the following public meetings must be incorporated as part of the submitted proposal:

- Conduct at least one (1) public outreach meetings to obtain system needs and present any changes to future service. One (1) of these meetings should be with the City Council to present draft information and receive their feedback on the direction of the plan.
- Conduct at least one (1) outreach meeting with the operations contract staff (MTM Transit) to obtain feedback and suggestions regarding the current operations
- Conduct at least one (1) outreach meeting with the Escalon Unified School District to discuss transportation for students.
- Conduct at least one (1) outreach meeting with the senior community during the senior lunch program on Tuesdays or Thursdays; and
- Conduct at least one (1) outreach meeting with the Escalon Chamber of Commerce.

8.4.3 SCOPE OF THE SHORT-RANGE TRANSIT PLAN

The SRTP must contain at least the information described in this section.

Overview of Transit System

Brief Agency History

Information could include, but is not limited to:

- Year of formation
- Existing Service Profile
- Facilities and fleet development
- Changes in service focus areas
- Key milestones and events (e.g., COVID-19).

Governance.

1. Type of unit of government (e.g., city, county, joint powers authority, transit district).
2. Composition and nature of representation of governing body:
 - a. Number of members
 - b. Elected or appointed (if appointed, how, and what agencies and/or groups do members represent (e.g., cities, county, general public)
 - c. Current members and terms

Transit Services Provided and Areas Served

Describe all transit service provided (e.g., fixed route, demand responsive, and connecting services and areas served, and the number of vehicles required for each type of service.)

Revenue Fleet

Provide a general description of the revenue vehicle fleet. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Section 6 of these guidelines.) Include the following information:

1. Types of vehicles operated (e.g., standard bus (any length), articulated bus, cutaway van, standard van, heavy rail, light rail);
2. Number of each type of vehicle
3. Recognizing that each type of vehicle might be used in multiple types of service, type(s) of service in which each type of vehicle is used (e.g., local, express, commuter, demand responsive).

Existing Facilities

Describe individual or grouped facilities, according to the categories listed below.

1. Administrative (locations, age, functions located within)
2. Maintenance and Fueling (type, locations, age)
3. Vehicle Storage/Staging (locations, age, capacity)
4. Park-and-Ride (locations, age, capacity)
5. Stations and Stops (type, locations, age, basic amenities)
6. Right-of-Way, Track or Guideway
7. Bicycle Facilities

Service and System Evaluation

- A. Evaluate route-level and system-wide performance against current service standards (if illustrative, portray local, express or commuter service, or other intercity service separately). Describe the evaluation process. Evaluate the most recent year for which complete data is available. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures could include passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends. Where the evaluation identifies deviations from service standards, describe proposed remedies, including service expansion and/or contraction.
- B. Identify paratransit services provided in compliance with the paratransit provisions of the Americans with Disabilities Act (ADA). Reference planned new activities, major service changes, or procurement of capital equipment to support ADA or other paratransit, dial-a-ride or demand responsive services. Identify other paratransit services with which services are coordinated, and any proposed revisions or improvements to fixed route services intended to enhance their usage by seniors and/or by persons with disabilities. Reference to participation in the ACCESS San Joaquin (ASJ) Technical Advisory Committee (TAC) and ASJ series is welcomed.
- C. Provide the date of the agency's most recent federal Title VI analysis and report and discuss any service deficiencies identified in the report. Generally, describe the process used for complying with FTA Circular C.4702.1B. Please reference the most recent triennial Title VI report, plus any subsequent Title VI reports.
- D. Provide the dates of the agency's most recent oversight review by the California Department of Transportation (Caltrans) and TDA Triennial Performance Audit, and describe related remedial actions undertaken or currently underway in response to the review.

- E. Provide a description of the goals and objectives achieved that were outlined in the last SRTP, along with accomplishments that may have not been outlined, but were achieved due to circumstance.
- F. Outline efforts to improve intercity and interregional transit connectivity with transit operators of neighboring counties with a focus of providing transit access from/through San Joaquin County and to major employment centers in/outside of the county.

Goals and Standards

Describe the process for establishing, and updating agency goals and how the agency plans to meet state and federal standards. Goals and standards should be divvied up by time such as short-range (less than 5 years) and long range (beyond 5 years). Please keep in mind the goals and standards that should aim toward addressing state and federal mandates, including, but not limited to, performance-based planning and programming and Senate Bill 743.

Goals should be comprehensive and refer to the major areas of concern for public transit operators, including principles and guidelines under which new or modified service would be implemented.

Examples include, but not limited to:

- SJCOG's RTP/SCS goals
- Sustainability (energy) and climate resiliency (emergency preparedness)
- Statutory and regulatory compliance (Supporting FTA's and FHWA's national transportation goals)
- Levels of service
- Funding and reserve policies
- Scheduling and Route Planning (headways/frequency)
- Environmental and Social Justice (Serving DACs and Households w/ No vehicles)
- Customer Service
- Interregional and Intercity Service
- Deadhead reduction
- Fares and transfers

Performance standards should at least refer to performance-based planning and programming targets identified in supplemental planning or policy documents. Service standards should be specific, measurable, and quantified where feasible.

Address performance-based planning and programming targets:

- Congestion via PM 3
- Asset Management via PM 2 / TAM
- Safety via PM 1 / PTASP
- Title VI Requirements
- Alternative Fuel Deadline and Approach
- Policies and strategies aimed at meeting SB 743

Operations Plan and Budget

Operations Plan

The operations plan sets forth the intentions to provide fixed route, on demand, and paratransit services over the SRTP period, and divided up between short-range (less than 5- years) and long-range (beyond 5 years). Document the ongoing evaluation of services and systems with respect to adopted goals and standards, subject to financial constraints.

Explain how the operations plan meets federal, state, and local expectations/requirements.

- i. Portray the levels of service planned — Use a table (or other graphic format) to portray planned levels of service hours and service miles. Separately identify the following:
 1. Fixed route modes by type (e.g., local, express/commuter).
 2. Demand responsive modes by type (e.g., ADA, non-ADA older adult, VanGO).
 3. Major planned service expansions.

The table (or other graphic format) shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction). There shall be a rational relationship between the information portrayed and the “Service and System Evaluation” section of the SRTP.

- ii. Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI report, FTA Triennial Review and/or TDA Triennial Performance Audit.

Operations Budget

Demonstrate that planned level of transit service over the planning period, including rehabilitation and replacement of capital assets, is sustainable.

Take into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, regional priorities, and policies.

The budget should reflect a “baseline” level of service, taking into consideration the existing level of service at the time of publication of the SRTP. Committed service changes must also be defined, with their expenses and revenue separately identified in the operating and capital financial plan tables. Provide sufficient detail to allow a reviewer of the SRTP to evaluate costs of implementing the operating and capital plans and compare the total with anticipated revenues available during the study period.

The narrative must specifically explain, and the spreadsheet clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated. All sources of revenue shown in the operations and in the capital financial plan should be identified individually. All assumptions that relate to expenditure and revenue estimates must also be documented, including specification of ridership or sales growth (if appropriate) separately from inflation forecasts.

A spreadsheet format will be provided to be filled in with the relevant budget information.

Capital Improvement Program (Project List)

- A. Describe and discuss the capital programs (vehicles, facilities, and equipment) required to carry out the operations and services set forth in the operating plan and budget. The Capital Improvement Plan (CIP) should provide the basis for requests for federal, state, and regional funding for capital replacements, rehabilitation, and expansion projects.

The CIP should be divvied up into short-range (less than 5 years) and long-range projects (beyond 5 years), the short-range project must be financially constrained, where the long-range projects do not need to be. The long-range, however, should reflect the operator’s reasonable expectation of funding, particularly as outlined in SJCOG’s Regional Transportation Plan.

- B. Describe/list short-range major facilities replacement, rehabilitation, upgrade, and expansion projects of the types listed below. Identify the locations of new or expanded facilities. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset.

- Administrative.
 - Maintenance and Fueling.
 - Vehicle Storage/Staging.
 - Park-and-Ride.
 - Stations and Stops.
 - Right-of-Way, Track, or Guideway.
 - Bicycle Facilities (e.g., lockers).
- C. Transit Asset Management: Briefly describe any efforts to employ a systemic asset management program. Include current/past achievements and plans to upgrade or improve management (e.g., software tools, applications, business processes, integration into decision making processes). The SRTP should include a brief statement on transit asset management and attach a TAM Plan as an appendix.
- D. The Capital Improvement Plan should reflect a transition to zero emission vehicles, with associated infrastructure and the City's Zero Emissions Transition Plan should be used as a baseline.

Miscellaneous

- The SRTP shall be prepared in accordance with the SJCOG Short Range Transit Plan Guidelines.
- Progress meetings shall be held at least monthly via videoconferencing.
- Proposer must provide meeting minutes and notes to CITY staff within five (5) business days after each meeting.
- The draft plan, final draft plan and final plan (post City Council approval) shall be emailed in a PDF and a data copy in Microsoft Word/Excel format.
- The Proposer employed to complete this study project will be expected to ensure compliance with all Federal, State and regional planning and study requirements in plan development.

Attachments

- Appendix A – Protest Procedures
- Appendix B – Scoring Criteria
- Appendix C – Thirty Party Clauses
- Appendix D – Disadvantaged Business Enterprise (DBE) Report
- Appendix E – SJCOG SRTP Guidelines
- Appendix F – 10-Year Operations and Capital Form Template Example

Appendix A– Protest Procedures

OVERVIEW

Any protests by an interested party regarding this procurement shall be made in accordance with Protest Procedures contained herein. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the US Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Failure to comply with the protest procedures will render a protest untimely, and/or inadequate, and shall result in its rejection.

PURPOSE

The purpose of these procedures is to set forth the procedures to be utilized by CITY in considering and determining all protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

GENERAL

For a protest to be considered by CITY, it must be submitted by an interested party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party who is not an interested party, or which is not in accordance with the procedures, shall not be considered by CITY and will be returned to the submitting party without any further action by CITY.

DEFINITIONS

For purposes of these Protest Procedures:

- A. The term “proposal” includes any proposal submitted by an offeror or proposer in response to a Request for Quotations (RFQ).
- B. The term “contract” means that document to be entered into between CITY and the successful proposer or offeror.
- C. The term “days” refers to normal business days of CITY staff offices.
- D. The term “interested party” means any person who both: (a) is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.

GROUND FOR PROTEST

Any interested party may file a protest with CITY on the grounds that: a) CITY has failed to comply with applicable Federal or State Law; b) CITY has failed to comply with its procurement procedures; c) CITY has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable; or d) CITY has issued restrictive or discriminatory specifications.

CONTENTS OF PROTEST

Protests regarding any aspect of this RFQ must be filed in writing by 12:00PM, September 11, 2023, and must include:

- i. The name and address of the protestor.
- ii. The name and number of the procurement solicitation.

- iii. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CITY procurement procedures, or specific term of the solicitation alleged to have been violated.
- iv. Any relevant supporting documentation the protesting party desires CITY to consider in making its decision.
- v. The desired relief, action, or ruling sought by the protestor.

Protests must be submitted to:

City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

If any of the information required by this section is omitted or incomplete, CITY will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information for the protest to be considered further. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

TIMING REQUIREMENTS AND CATEGORIES OF PROTESTS

CITY will consider the following categories of protests within the time set forth in each category:

1. Any protest alleging improprieties in the solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled deadline for submittal or quotations, as appropriate, to be considered by CITY. Any protest based on such grounds not filed within this period will not be considered by CITY. This category of protests includes, but is not limited to, allegations of restrictive or exclusionary specifications or conditions.
2. Any protests regarding the evaluation of bids or quotations by CITY, or improprieties involving the approval or award, or proposed approval or award of a contract must be filed with CITY no later than 72 hours after the protestor's receipt of CITY's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the proposal evaluation, or the contract approval or award will not be considered by CITY.

REVIEW OF PROTEST BY CITY

CITY will notify the protestor within three (3) days of timely receipt of a protest that the protest is being considered.

In the notification, CITY will inform the protestor of any additional information required for evaluation of the protest by CITY and set a time deadline for submittal of such information. If CITY requests additional information, and it is not submitted by the stated deadline, CITY may either review the protest on the information before it or decline to take further action on the protest.

In its sole discretion, CITY may give notice of any protest to other proposers for the procurement involved in the protest, as appropriate, and permit such offerors to

submit comments to CITY relative to the merits of the protest. CITY will set a time deadline for the submittal of such comments, which will be no less than 5 days after CITY provides notification of the protest.

In its sole discretion, CITY may schedule an informal conference on the merits of a protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by CITY in deciding the protest if it is submitted to CITY in writing within 3 days after the conference.

EFFECTS OF PROTEST ON PROCUREMENT ACTIONS

Upon receipt of a timely protest regarding either the solicitation process or the solicitation documents, CITY will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless CITY determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders or proposers.

Upon receipt of a timely protest regarding evaluation of bid or quotations, or the approval or award of a contract, CITY will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

Notwithstanding the pendency of a protest, CITY reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- i. Where the item to be procured is urgently required;
- ii. Where CITY determines, in writing, that the protest is vexatious or frivolous;
- iii. Where delivery or performance will be unduly delayed, or other undue harm to CITY will occur, by failure to make the award promptly; or,
- iv. Where CITY determines that proceeding with the procurement is otherwise in the public interest.

SUMMARY DISMISSAL OF PROTESTS

CITY reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by CITY in a previous protest by any interested party in the same solicitation or procurement action.

PROTEST DECISIONS

After reviewing a protest, the City Attorney shall make a recommendation to the City Manager of the appropriate disposition of such protest.

The recommendation shall be made based on the information provided by the protestor and other parties, the results of any conferences, and CITY's own investigation and analysis.

If the protest is upheld, CITY will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised

evaluation of bids or quotations or CITY's determination, or termination of the contract.

If the protest is denied, CITY will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

JUDICIAL APPEALS

A protest adversely affected by a protest decision may appeal such decision to an appropriate court of the State of California.

FEDERAL TRANSIT ADMINISTRATION APPEALS

A protestor adversely affected by a protest decision of the City Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1F, as currently in effect as of the date of CITY's decision on the protest.

Under the provision of the FTA Circular, FTA will only review protests regarding:

- i. the alleged failure of CITY to have written protest procedures or the alleged failure to have followed such protest procedures; or
- ii. the alleged failure of CITY to review a complaint or protest; or
- iii. alleged violations of Federal law or regulation.

The deadline for submitting protests to FTA Region IX must be filed no later than five (5) days after the protestor knew, or should have known, of CITY's alleged failure listed above.

Under the following conditions, CITY may proceed with the procurement, despite a pending protest to the FTA if:

- a) The items to be procured are urgently required;
- b) delivery or performance will be unduly delayed by failure to make the award promptly; or,
- c) Failure to make prompt award will otherwise cause undue harm to CITY or the Federal Government.

Appendix B – Scoring Criteria

The RFQs received by the CITY for the Short Range Transit Plan will be scored according to the following criteria:

- Understanding of RFQ Requirements – 20 points
- Proposed Methodology – 35 points
- Relevant Experience – 15 points
- Proposed Timeline – 15 points
- Proposed Price – 15 points

THIRD PARTY CONTRACT CLAUSES

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1. Source of Funding:

This contract entered January 17, 2024 between City of Escalon
on _____

(DATE)

(AWARDING AGENCY)

and _____ for
(CONTRACTOR)

For the Development of the Short Range Transit Plan

(PROJECT)

is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT
FTA Section 5311 (Formula, American Rescue Plan and CRRSAA)	\$30,000
TDA-LTF	\$TBD

Parties referenced in the following clauses are defined as:

“AWARDING AGENCY” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the AWARDING AGENCY’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the AWARDING AGENCY to provide goods or services directly to the AWARDING AGENCY for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual

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relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY'S obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. AWARDING AGENCY Approval of Subagreements. The AWARDING AGENCY shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the AWARDING AGENCY. Any proposed amendments or modifications to such Subagreements must be approved by the AWARDING AGENCY prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of

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Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The AWARDING AGENCY, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

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termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a

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means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

G. Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Incorporation of FTA Terms

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

Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results

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commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that AWARDING AGENCY and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
 - 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government's interests in the Award, the accompanying Underlying

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Agreement, and any Amendments thereto, or the Federal or STATE Government's administration or enforcement of federal laws, regulations, and requirements.

3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

Awards Exceeding \$100,000.00

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the AWARDING AGENCY's Transit Manager or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the AWARDING AGENCY Representative's decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant,

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cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the AWARDING AGENCY and understands and agrees that the AWARDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards Exceeding \$150,000.00

Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the AWARDING AGENCY and understands and agrees that the AWARDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Awards with Transit Operations

Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The

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CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the AWARDING AGENCY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any AWARDING AGENCY at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected AWARDING AGENCY at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to:

Participate in the AWARDING AGENCY's drug and alcohol program established in compliance with 49 CFR Part 655.

Drug and Alcohol Testing Option 2

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the AWARDING AGENCY to inspect the facilities and records associated with the implementation of the

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drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to AWARDING AGENCY's Transit Manager, 2060 McHenry Avenue, Escalon, CA 95320. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the AWARDING AGENCY, the termination of this contract by the AWARDING AGENCY, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 7%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53

(3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

0227F form. The AWARDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The AWARDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The AWARDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Recycled Products

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

SAN JOAQUIN COUNCIL OF GOVERNMENTS SHORT RANGE TRANSIT PLAN GUIDELINES



MAY 2023

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BASIS OF THE SHORT-RANGE TRANSIT PLAN REQUIREMENT

Federal Requirement

Federal statutes (MAP-21) and the U.S. Code Title 49, Chapter 53, Section 5303, (c) General Requirements requires that the San Joaquin Council of Governments (SJCOG), in partnership with the state and with local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP.

To effectively execute these planning and fund programming responsibilities, SJCOG, in cooperation with Region IX of the Federal Transit Administration (FTA), requires public transit operators to work cooperatively with SJCOG. This cooperation is acknowledged in SJCOG board-approved resolutions and memoranda of understandings (MOU) with the transit operators. Within the MOUs, the transit operators agree to draft short range transit plans that will feed into the development of the Federal Transportation Improvement Program (FTIP); and in compliance with 49 U.S.C. 5303 and in 23 CFR part 450, as incorporated by reference in 49 CFR part 613, Metropolitan and Statewide and Non- metropolitan Planning.

Additionally, the Fixing America's Surface Transportation ACT (FAST ACT) requires SJCOG to implement performance-based planning and programming for urbanized areas. The act's intent is to improve and enhance the safety of the nation's public infrastructure systems, ensure that those systems are in a state of good repair, and address congestion and air quality. In addition, this act provides increased transparency into agencies' budgetary decision-making processes.

The metropolitan transportation planning process must establish a performance-based approach in which the SJCOG will develop specific performance targets that address transportation system performance measures (issued by U.S. DOT), where applicable, to use in tracking progress towards attaining critical outcomes. These performance targets will be established by SJCOG in coordination with the California Department of Transportation (Caltrans) and San Joaquin transit providers and be incorporated into the Long Range Transportation Planning process.

State Requirement

The information found in the short-range transit plans feed into the RTP and TIP via SJCOG's Regional Transit Systems Plan. In addition to feeding information to the RTP and TIP, the RTSP also establishes transit systems performance objectives (TSPO) that are applied to the transit agencies performance. These TSPOs are used annually and triennially for Transportation Development Act (TDA) audits, in addition to determining funding eligibility (ie: depending on whether or not the measures are met, funding can be reduced).

The TSPOs are also referenced during the annual unmet transit needs assessment and help to determine whether an unmet transit need is reasonable to meet. The RTSP is updated using the most recent information provided in the short-range transit plans.

Moreover, the California Department of Transportation (Caltrans) is legislated to manage and administer the State of Good Repair Program and its goal of keeping transit systems in a state of good repair by providing transit operators a consistent revenue source to invest in the upgrade, repair, and improvement of their agency's transportation infrastructure.

Within this program, regional entities are expected to verify the local operator's approval of their individual project lists. This could include a copy of a publicly adopted document listing the applicable projects (e.g. the Short-Range Transit Plan).

Each recipient agency must also report to Caltrans the State of Good Repair revenues and expenditures in their annual TDA Audit or Comprehensive Annual Financial Report (CAFR).

Measure K Requirement

MK Renewal fund allocation for bus transit capital projects and services are to be consistent with adopted short range transit plans and the SJCOG Regional Transit Systems Plan.

Additionally, Measure K funds are allocated for programs that promote regional initiatives, consistent with SJCOG's adopted Regional Transit Systems Plan. Regional initiatives could include, for example, development of a San Joaquin County regional transit services map, a universal fare card system, activities in support of implementing intelligent transportation system (ITS) technology that encourages transit use, implementation of innovative forms of transit to serve rural areas, and implementation of transit security awareness programs and measures.

These guidelines describe the purpose, planning horizon and frequency of updates for the SRTP, and provide detail relative to the tasks and subtasks required in the SRTP.

SHORT-RANGE TRANSIT PLAN PURPOSE

At the local level, the SRTP update provides an opportunity to explore some key issues. For example, a jurisdiction may be experiencing tremendous housing growth, or be in the midst of developing a large entertainment zone, logistics hub, multi-modal station, or planning to revamp their downtown which would increase patrons in that area. All those different activities correspond with increases in travel. The SRTP includes forecasting for anticipated ridership and service increases associated with projected growth in a service area, as well as operating and capital expenditures and revenues needed to support those service expansions.

At the regional level, this SRTP is a step towards implementing the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (RTP/SCS), a regional long-range planning document that provides a framework for transportation investments in San Joaquin County over a twenty-four-year period. The 2022 RTP/SCS, adopted August 25, 2022, envisions a for a significant increase in transit service and ridership to meet the growing transportation demand in the San Joaquin region, and the recommendations suggested in SRTPs represent important steps in helping to realize the RTP vision. Thus, the purpose of the SRTP includes, but is not limited to, the following:

- A. To propose specific recommendations for implementing the long-range objectives of San Joaquin County's 2022-2042 Regional Transportation Plan/ Sustainable Communities Strategy and guide the provision of transit services in the region over the next five years.
- B. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and SJCOG with information necessary to meet regional programming and planning requirements.
- C. To submit requests for federal, state, and regional funds for capital and operating purposes through SJCOG's Measure K transit fund programming, and in the SJCOG TIP.
- D. To serve as a guiding baseline document that support's the development of SJCOG's Regional Transit Systems Plan
- E. The goals and standards specified in an operator's SRTP serve as a basis for the assessment of the operator's performance conducted as part of the SJCOG Triennial Performance Audit of the operator.

PLANNING HORIZON

The planning horizon for the short-range transit plan is ten years. However, a longer planning horizon may be required if necessary to reflect significant capital replacement and/or rehabilitation that would not fall within the ten-year period (e.g., rolling stock, bus sub fleet). A longer planning horizon may also be required if necessary to capture the capital or operating budget implications of significant changes in service (e.g., rail extension coming online).

Transmittal Requirements

All transit operators must submit an individual electronic copy of their draft SRTP to SJCOG for review. SJCOG staff will provide feedback in a timely manner. Upon completion and approval by an operator's governing board, a final version should be transmitted to SJCOG. Minutes or a resolution of the adoption must be included when the SRTP is submitted to SJCOG. Electronic copies may be provided in PDF format, but all spreadsheets must also be provided in MS Excel.

[Frequency of Updates](#)

SRTPs must be completely updated every five years for all transit operators.

Year	Deliverable	Responsibility	Fiscal Year
1	RTP/SCS	SJCOG	2022
2	SRTP Guidelines	SJCOG/Transit Operators	2023
3-4	SRTP	Transit Operators	2024-25
5	RTSP	SJCOG	2026

PUBLIC OUTREACH

Transit operators must ensure that the public is included in the planning process. Transit operators must define the methods or processes in which the public is engaged in the short-range transit planning process, and how their involvement shapes the short-range transit plan, or conduct a transit passenger survey. In order to ensure equity, diversity, and inclusion, FTA's Title VI Circular requirements pertaining to public outreach must be adhered to in this process.

Should the transit operator choose to conduct a survey in association with developing their short-range transit plan, the focus of the survey is threefold: (1) to inform SJCOG and interested stakeholders of the demographic profile of transit riders throughout San Joaquin County; (2) to provide information to transit providers on the travel patterns and characteristics of their customers; and, (3) to provide SJCOG and interested stakeholders with robust estimates of transit origin/destination patterns, which are important to analytical planning efforts.

SCOPE OF THE SHORT-RANGE TRANSIT PLAN

The SRTP must contain at least the information described in this section.

[Overview of Transit System](#)

[Brief Agency History](#)

Information could include, but is not limited to:

- Year of formation
- Existing Service Profile
- Facilities and fleet development
- Changes in service focus areas
- Key milestones and events (e.g.COVID).

Governance.

1. Type of unit of government (e.g., city, county, joint powers authority, transit district).
2. Composition and nature of representation of governing body:
 - a. Number of members
 - b. Elected or appointed (if appointed, how, and what agencies and/or groups do members represent (e.g., cities, county, general public)
 - c. Current members and terms

Transit Services Provided and Areas Served

Describe all transit service provided (e.g., fixed route, demand responsive, and connecting services and areas served, and the number of vehicles required for each type of service.)

Revenue Fleet

Provide a general description of the revenue vehicle fleet. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Section 6 of these guidelines.) Include the following information:

1. Types of vehicles operated (e.g., standard bus (any length), articulated bus, cutaway van, standard van, heavy rail, light rail);
2. Number of each type of vehicle
3. Recognizing that each type of vehicle might be used in multiple types of service, type(s) of service in which each type of vehicle is used (e.g., local, express, commuter, demand responsive).

Existing Facilities

Describe individual or grouped facilities, according to the categories listed below.

1. Administrative (locations, age, functions located within)
2. Maintenance and Fueling (type, locations, age)
3. Vehicle Storage/Staging (locations, age, capacity)
4. Park-and-Ride (locations, age, capacity)
5. Stations and Stops (type, locations, age, basic amenities)
6. Right-of-Way, Track or Guideway
7. Bicycle Facilities

Service and System Evaluation

- A. Evaluate route-level and system-wide performance against current service standards (if illustrative, portray local, express or commuter service, or other intercity service

separately). Describe the evaluation process. Evaluate the most recent year for which complete data is available. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures could include passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends. Where the evaluation identifies deviations from service standards, describe proposed remedies, including service expansion and/or contraction.

- B. Identify paratransit services provided in compliance with the paratransit provisions of the Americans with Disabilities Act (ADA). Reference planned new activities, major service changes, or procurement of capital equipment to support ADA or other paratransit, dial-a-ride or demand responsive services. Identify other paratransit services with which services are coordinated, and any proposed revisions or improvements to fixed route services intended to enhance their usage by seniors and/or by persons with disabilities. Reference to participation in the ACCESS San Joaquin (ASJ) Technical Advisory Committee (TAC) and ASJ series is welcomed.
- C. Provide the date of the agency's most recent federal Title VI analysis and report and discuss any service deficiencies identified in the report. Generally, describe the process used for complying with FTA Circular C4702.1B. Please reference the most recent triennial Title VI report, plus any subsequent Title VI reports.
- D. Provide the dates of the agency's most recent FTA Triennial Review and TDA Triennial Performance Audit, and describe related remedial actions undertaken or currently underway in response to the review.
- E. Provide a description of the goals and objectives achieved that were outlined in the last SRTP, along with accomplishments that may have not been outlined, but were achieved due to circumstance.
- F. Outline efforts to improve intercity and interregional transit connectivity with transit operators of neighboring counties with a focus of providing transit access from/through San Joaquin County and to major employment centers in/outside of the county.

Goals and Standards

Describe the process for establishing, and updating agency goals and how the agency plans to meet state and federal standards. Goals and standards should be divvied up by time such as short-range (less than 5 years) and long range (beyond 5 years). Please keep in mind the goals, and standards should aim toward addressing state and federal mandates, including, but not limited to, performance-based planning and programming and Senate Bill 743.

Goals should be comprehensive and refer to the major areas of concern for public transit operators, including principles and guidelines under which new or modified service would be implemented.

Examples include, but not limited to:

- **SJCOG's RTP/SCS goals**
- **Sustainability (energy) and climate resiliency (emergency preparedness)**
- **statutory and regulatory compliance (Supporting FTA's and FHWA's national transportation goals)**
- **Scheduling and Route Planning (headways/frequency)**
- **Levels of service**
- **Environmental and Social Justice (Serving DACs and Households w/ No vehicles)**
- **Funding and reserve policies**
- **Customer Service**
- **Interregional and Intercity Service**
- **Deadhead reduction**
- **Fares and transfers**

Performance standards should at least refer to performance-based planning and programming targets identified in supplemental planning or policy documents. Service standards should be specific, measurable, and quantified where feasible.

Address performance-based planning and programming targets:

- **Congestion via PM 3**
- **Asset Management via PM 2 / TAM**
- **Safety via PM 1 / PTASP**
- **Title VI Requirements**
- **Alternative Fuel Deadline and Approach**
- **Policies and strategies aimed at meeting SB 743**

Operations Plan and Budget

Operations Plan

The operations plan sets forth the intentions to provide fixed route, on demand, and paratransit services over the SRTP period, and divvied up between short-range (less than 5-years) and long-range (beyond 5 years). Document the ongoing evaluation of services and systems with respect to adopted goals and standards, subject to financial constraints.

Explain how the operations plan meets federal, state, and local expectations/requirements.

- i. Portray the levels of service planned — Use a table (or other graphic format) to portray planned levels of service hours and service miles. Separately identify the following:
 1. Fixed route modes by type (e.g., local, express/commuter).

2. Demand responsive modes by type (e.g., ADA, non-ADA older adult, VanGO).
3. Major planned service expansions.

The table (or other graphic format) shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction). There shall be a rational relationship between the information portrayed and the “Service and System Evaluation” section of the SRTTP.

- ii. Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI report, FTA Triennial Review and/or TDA Triennial Performance Audit.

Operations Budget

Demonstrate that planned level of transit service over the planning period, including rehabilitation and replacement of capital assets, is sustainable. Take into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, regional priorities, and policies.

The budget should reflect a “baseline” level of service, taking into consideration the existing level of service at the time of publication of the SRTTP. Committed service changes must also be defined, with their expenses and revenue separately identified in the operating and capital financial plan tables. Provide sufficient detail to allow a reviewer of the SRTTP to evaluate costs of implementing the operating and capital plans and compare the total with anticipated revenues available during the study period.

The narrative must specifically explain, and the spreadsheet clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated. All sources of revenue shown in the operations and in the capital financial plan should be identified individually. All assumptions that relate to expenditure and revenue estimates must also be documented, including specification of ridership or sales growth (if appropriate) separately from inflation forecasts.

See Appendix A.

Capital Improvement Program (Project List)

- A. Describe and discuss the capital programs (vehicles, facilities, and equipment) required to carry out the operations and services set forth in the operating plan and budget. The Capital Improvement Plan (CIP) should provide the basis for requests for federal, state, and regional funding for capital replacements, rehabilitation, and expansion projects.

The CIP should be divided up into short-range (less than 5 years) and long-range projects (beyond 5 years), the short-range project must be financially constrained, where the long-range projects do not need to be. The long-range, however, should reflect the operator's reasonable expectation of funding, particularly as outlined in SJCOG's Regional Transportation Plan.

- B. Describe/list short-range major facilities replacement, rehabilitation, upgrade, and expansion projects of the types listed below. Identify the locations of new or expanded facilities. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset.

- Administrative.
- Maintenance and Fueling.
- Vehicle Storage/Staging.
- Park-and-Ride.
- Stations and Stops.
- Right-of-Way, Track, or Guideway.
- Bicycle Facilities (e.g., lockers).

- C. Transit Asset Management: Briefly describe any efforts to employ a systemic asset management program. Include current/past achievements and plans to upgrade or improve management (e.g. software tools, applications, business processes, integration into decision making processes). Agencies shall provide a brief statement and attach TAM Plan as an appendix.

Appendix A. Operations and Capital Budget Sheets

Worksheet	Expenditure Total	Revenue Total	Difference
Demand Response Fleet Management	\$ -	\$ -	\$ -
Fixed Route Fleet Management	\$ -	\$ -	\$ -
Demand Response Route Operating	\$ -	\$ -	\$ -
Fixed Route Operating	\$ -	\$ -	\$ -
Other Capital Projects	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -

Demand Response Operating Plan

Agency Name:	
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Fixed Route Hrs	Dial-A-Ride Hrs	Total Hours	
		#DIV/0!	Fixed Route Split
		#DIV/0!	DAR Split

[illegible]

