



RTA BOARD AGENDA

Wednesday, May 1, 2024 9:00 AM
BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER
1055 Monterey Street, San Luis Obispo, California 93401

The *AGENDA* is available/posted at: <http://www.slorta.org>

President: Andy Pease

Vice President: Jimmy Paulding

Board Members:

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Dawn Ortiz-Legg (Third District – SLO County)
Jimmy Paulding (Fourth District – SLO County)
Debbie Arnold (Fifth District – SLO County)
Jim Guthrie (Arroyo Grande)

Heather Moreno (Atascadero)
Daniel Rushing (Grover Beach)
Carla Wixom (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency) by contacting the RTA offices at (805)541-2228 x4833. Please note that 48 hours advance notice will be necessary to honor a request.

RTA, de acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), acomodará a las personas que requieran una modificación de la adaptación para participar en esta reunión. RTA también se compromete a ayudar a las personas con dominio limitado del inglés a acceder a los servicios públicos esenciales de la agencia y a la información pública en español. Para solicitar una adaptación, por favor llame al (805)541-2228 x4833. Requerimos al menos 48 horas de anticipación para proporcionar adaptaciones razonables.

CALL MEETING TO ORDER, ROLL CALL

PUBLIC COMMENT: The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

EMPLOYEE RECOGNITION:

- **Employee of the Quarter**

A. CONSENT AGENDA:

- A-1 RTA Executive Committee Meeting Minutes February 14, 2024 (Information)
- A-2 RTA Board Meeting Minutes of March 6, 2024 (Approve)
- A-3 Contract Renewal – AGP Video Taping of Board Meeting (Approve)

- A-4 Third-Party Fueling Services (Approve)
- A-5 Bus Stop Improvement Services (Approve)
- A-6 Strategic Business Plan Results (Receive)
- A-7 Short-Range Transit Plan Update (Receive)
- A-8 Amendment #1 to Agreement for Provision of Paso Robles Transit Services (Approve)
- A-9 New Customer Service Clerk Position (Approve)
- A-10 South County Park-Out Yard Lease Extension (Approve)
- A-11 Agreement for County Auditor/Controller Services (Approve)

B. INFORMATION AGENDA:

- B-1 Executive Director's Report (Receive)

C. ACTION AGENDA:

- C-1 Fiscal Year 2023-24 Operating Budget Amendment #2 (Approve)
- C-2 Fiscal Year 2024-25 Operating and Capital Budget (Approve)
- C-3 Public Participation Plan for Possible Changes on RTA Route 10 (Approve)

D. CLOSED SESSION ITEMS:

None

E. BOARD MEMBER COMMENTS

The next regularly-scheduled RTA Board meeting is scheduled for July 10, 2024.



San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Minutes 2/14/2024

A-1

Members Present: Andy Pease, City of San Luis Obispo, **President**
Jimmy Paulding, District 4 Supervisor, **Vice President**

Members Absent: Debbie Arnold, District 5 Supervisor, **Past President**

Staff Present: Geoff Straw, Executive Director
Tania Arnold, Deputy Director/CFO
Anthony Kalvans, Administrative Assistant
Jon Ansolabehere, RTA Counsel
James Worthley, SLOCOG Deputy Director
Stephen Hanamaikai, SLOCOG Transportation Planner

Public Present: Eric Greening

1. **Call to Order and Roll Call: President Andy Pease** called the meeting to order at 10:09 a.m. and roll call was taken. A quorum was present.
2. **Public Comment: Eric Greening** thanked staff for working paper number two. He also said that he has talked with drivers and wanted to know what does the 5-minute wait mark mean in regards to drivers waiting for connecting busses. **Mr. Greening** also asked about utility repairs near the Santa Margarita Road Stop and noted if the stop will continue to be useable due to the presence of construction equipment. **Mr. Straw** responded that the county or respective city's public works department will notify RTA as it is part of the encroachment permit. **Mr. Straw** also noted that the driver will report a blocked bus stop.
3. **Consent Items**
A-1 Executive Committee Meeting Minutes of October 11, 2023 (Approve)
Public Comment: Eric Greening noted that on page A-1-3 he suggested that free rides on election day be batched.

Vice President Paulding made a motion to approve consent agenda item A-1 and **President Pease** seconded the motion. The motion passed unanimously via voice vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD			X
JIMMY PAULDING	X		
ANDY PEASE	X		

4. **Information Items:**

B-1 Executive Director’s Report (Verbal, Receive)

Mr. Straw thanked President Pease for attending the ITE Conference event at the RTA yard. He also noted that Mike Coyes was the RTA’s Employee of the Quarter and that retired RTA employee Will James will be reinvited to the RTA Board meeting.

Mr. Straw spoke about the electric buses, he noted that there are two buses on the assembly line with the first estimated to arrive in March. He stated that the buses will need to undergo testing before it is ready for revenue service with an anticipated kickoff in May. He also noted that there are ongoing supply chain and manufacturing issues as there are only two bus manufactures left in the United States. These issues are causing a turnaround of about two years for a new bus. **Ms. Tania Arnold** noted that the RTA expects to have five new electric buses in late 2025.

Mr. Straw noted that Santa Maria Transit had discussions with staff about the level of information the RTA provides and Mr. Straw asked the Executive Committee to provide feedback. **Vice President Paulding** said that he was satisfied with the level of information and was surprised by the comment from Santa Maria Transit. **President Pease** was also satisfied, but wanted more ridership information. **Mr. Steve Hanamaikai** said that the state will have a dashboard for that information and that it will provide demographic and travel data.

Mr. Straw noted that the RTA has to do an Environmental Impact Review for any ground work and that this will affect installing electric vehicle chargers in Paso Robles and South County.

President Pease paused for a break at 10:31 am. The meeting resumed at 10:34 am.

President Pease brought up that Santa Maria Transit is looking to bring its transit service north of Santa Maria. **Mr. Straw** said that they are looking at the whole area as an alternative to the short-range transit plan study. **Mr. Straw** also said that while he supports increased service, he wants it to be equitable and review impacts of a fare-sharing structure. **Mr. Hanamaikai** said that will be included on a SLOCOG Agenda.

Public Comment:

Mr. Greening, said that he believes that the reports are sufficient and mentioned the performance score card that is done every six months. **Mr. Greening** also mentioned about tracking the missed connections. **Mr. Straw** noted that it would be impossible to know unless a rider spoke up. **Mr. Straw** also noted that drivers on the last run of the day will hold for connecting buses.

President Pease requested follow up training for bus drivers regarding the pedestrian beacons in San Luis Obispo. **Mr. Straw** noted that has been completed.

Item was received and filed by the Committee.

B-2 Summary of SRTP Working Papers #1 and #2 (Verbal, Receive)

Mr. Straw discussed the first Short Range Transit Plan working paper #1 and what it encompassed. He then said that RTA staff just received the draft of working paper #2 and that RTA Staff and RTAC will make comments before it is posted online. He mentioned that working paper #3 should be ready by March 6th and will be presented at the joint RTAC/MTC meeting.

Public Comment:

Mr. Greening said he just started looking at the SRTP working paper #2.

There were no questions from the RTA Executive Committee regarding this item.

Item was received and filed by the Committee.

5. **Action Items:**

C-1 Fiscal Year 2024-25 Budget Assumptions (APPROVE)

Ms. Tania Arnold discussed the operating and capital budget process and noted that staff is expecting big changes in the five-year capital outlook. **Ms. Tania Arnold** noted that the key issues driving the budget involve liability costs, Runabout service, staffing, and fuel. She noted that while STA and LTF funding is down, FTA funding is higher. **Ms. Tania Arnold** said the goal was to maintain existing service levels, and monitor service demands.

Ms. Tania Arnold said that the RTA is working with SLOCOG on STA funding and as part of the SRTP to look at the fare structure since the last fare change was in 2017. **Ms. Tania Arnold** said that there will be a budget amendment in May designed to try to free up LTF funding.

Ms. Tania Arnold said that the RTA will be looking at opportunities to increase service, monitoring the farebox recovery ratio, and prioritizing projects in the capital budget that relate to the zero emission vehicle standards. There are concerns regarding the state budget deficit.

Ms. Tania Arnold also mentioned that the RTA will be monitoring how electric buses impact operating costs. Items specifically noted that while fuel is volatile, other operating and maintenance costs may increase with the electric buses and make it a wash in terms of cost savings.

Ms. Tania Arnold went over the upcoming outlook for insurance costs, noting that while there is favorable news regarding workers comp, there is an expected 8% increase in health insurance costs.

Ms. Tania Arnold said that the RTA is looking to keep the same level of full-time equivalent employees with a 3.5% increase in wages increases for cost of living in addition to any step increase.

Ms. Tania Arnold concluded the report.

Mr. Paulding said he was impressed with the report.

Ms. Pease said she was also impressed with the report however she questioned the service levels and wants the RTA to be more aggressive regarding restoring full service. She suggested that the

RTA change the word from “possibly” to “as feasible”. **Mr. Straw** mentioned that the RTA is looking at options including using non-CDL van drivers to free up CDL bus operators. **Mr. Straw** also mentioned that the RTA would be looking at local service vs. express service. **Mr. Hanamaikai** asked about the understanding of the local and sub regional services such as RTA versus SCT.

Public Comment:

Mr. Greening said he supports President Pease’s language and suggested that they add “any goals that are identified in the SRTP.”

Vice President Paulding made a motion to approve action agenda item C-1 with the suggested language from Ms. Pease and Mr. Greening. **President Pease** seconded the motion. The motion passed unanimously via voice vote.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD			X
JIMMY PAULDING	X		
ANDY PEASE	X		

- 6. **Mr. Straw** went over the agenda for the March 6, 2024 Board meeting agenda and asked if the committee was fine with item A-6 being in consent. The committee was fine with it.

Public Comment: None

- 7. **Closed session:** None

8. **Adjournment**

The meeting was adjourned at 11:18 a.m.

Next RTA Executive Committee Meeting: **April 10, 2024**

Respectfully Submitted,

Acknowledged by,

 Anthony Kalvans
 Administrative Assistant

 Andy Pease
 RTA Board President 2024

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF March 6, 2024
A-2

BOARD MEMBERS PRESENT:

ANDY PEASE, CITY OF SAN LUIS OBISPO (President)
JIMMY PAULDING, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Vice President)
DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)
DANIEL RUSHING, CITY OF GROVER BEACH
JIM GUTHRIE, CITY OF ARROYO GRANDE
CHARLES BOURBEAU, CITY OF ATASCADERO
FRED STRONG, CITY OF PASO ROBLES
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
DAWN ORTIZ-LEGG, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
CARLA WIXOM, CITY OF MORRO BAY

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR/CFO
OMAR MCPHERSON, OPERATIONS MANAGER
MARY GARDNER, MARKETING AND COMMUNITY RELATIONS MANAGER
CAROL WOODARD, MOBILITY SPECIALIST & BUS OPERATOR INSTRUCTOR
PATRICIA GRIMES, SAFETY AND TRAINING MANAGER
LUCAS HUSTON, BUS OPERATOR INSTRUCTOR
BENJAMIN DORE, SAN LUIS OBISPO COUNTY COUNSEL
ANTHONY KALVANS, ADMINISTRATIVE ASSISTANT
MIKE COYES, BUS OPERATOR
FLOYD BLAND, BUS OPERATOR CANDIDATE IN TRAINING
PETE ROGERS, SLOCOG EXECUTIVE DIRECTOR

CALL MEETING TO ORDER, ROLL CALL: **President Andy Pease** called the meeting to order at 9:01 AM. President Pease led off the flag salute. Roll call was taken, a quorum was present.

PUBLIC COMMENT:

There was no public comment given for items not on the agenda.

EMPLOYEE RECOGNITION:

Mr. Straw: commended RTA employee Will James for his 19 years of service to the RTA and highlighted that Mr. James never had a preventable collision over his career. Mr. James was unable to make the meeting and may be back in March. **Mr. Straw** then introduced RTA Operations Manager **Mr. Omar McPherson**. **Mr. McPherson** introduced the RTA Safety and Training Team and thanked them for their hard work. **Mr. McPherson** introduced Bus Operator Mike Coyes, who is the RTA's Employee of the Quarter and appreciated his dedication to the RTA and giving his availability a month in advance. **Mr.**

Straw noted that Mr. Coyes is the first ever Casual-status bus operator to win the Employee of the Quarter award. **Mr. Coyes** thanked the RTA for its recognition and said that the RTA is a great company to work for. **Mr. Straw** introduced Floyd Bland who is a new bus operator candidate and the training team. **President Pease** thanked the RTA staff for being at the meeting and their hard work.

Public Comment:

There was no public comment received for this item.

A. CONSENT AGENDA:

- A-1 Joint SLOCOG and RTA Board Meeting Minutes of January 10, 2024 (Approve)
- A-2 RTA Board Meeting Minutes of January 10, 2024 (Approve)
- A-3 2024 Summer Youth Ride Free Program (Approve)
- A-4 Employment Agreement with Executive Director (Approve)
- A-5 Authority to Submit VW Mitigation Grant Trust Fund Application (Approve)
- A-6 Summary of SRTP Working Papers #1 & #2 (Receive)
- A-7 FTA Section 5339(b) and 5339(c) Joint/Regional Grant Application Submittal (Approve)
- A-8 Upgrade Technology Systems (Approve)
- A-9 Sole Source Procurement of Bus Surveillance Security Camera System Update/Upgrade (Approve)

Public Comment:

There was no public comment received for this item.

President Pease had a question regarding item A-7 as she noticed that the grant requires destroying the diesel engine of certain buses and would prefer grants that offer more flexibility to increase service. **Mr. Straw** noted that these two 2010 buses that qualify for the grant are worn out and the manufacturer is no longer in business – so it would be cost-inefficient to keep them around. But the other three can and will be maintained as back-up vehicles.

Board Member Strong made a motion to approve consent agenda item A-1 through A-9 and **Vice President Paulding** seconded the motion. The motion passed unanimously via roll call vote.

BOARD MEMBER	YES	NO	ABSENT
DEBBIE ARNOLD (Past President)	X		
DANIEL RUSHING	X		
BRUCE GIBSON			X
JIM GUTHRIE	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (Vice President)	X		
ANDY PEASE (President)	X		
JOHN PESCHONG			X
FRED STRONG	X		
ED WAAGE	X		
CARLA WIXOM			X

B. INFORMATION AGENDA:

B-1 Executive Director’s Report (Receive)

Mr. Straw presented a slide show highlighting major RTA updates. In his presentation, **Mr. Straw** noted that the joint RTAC/MTC meeting is slated for March 14th. He stated that the goal of the meeting is to review the SRTP working paper #3 and to provide a summary of the joint meeting to the RTA Board at

the next regular meeting. **Mr. Straw** also noted that the RTA has three candidates for bus operator positions, however the agency has recently lost four bus operators and has six open positions. **Mr. Straw** noted that the bus operator shortage is a nationwide issue. **Mr. Straw** celebrated the fact that the RTA did get its two new electric buses and that they expect to be in full revenue service by the summer with a full ribbon cutting scheduled. **Mr. Straw** highlighted that challenges facing the bus manufacturing industry as there are only two bus manufactures left in the United States that are eligible for FTA funding: Gillig and New Flyer.

Mr. Straw noted that the RTA hosted the Institute of Transportation Engineers conference and thanked President Pease for showing up. The RTA was asked by the Cal Poly chapter of the ITE to host the event and students came from all over the state to attend. The RTA provided a facilities tour and conducted a “mini” Bus Roadeo.

Mr. Straw highlighted the ongoing efforts of RTA’s marketing and customer service efforts including new website hosting and an updated *How to Ride* video. **Mr. Straw** thanked Ms. Gardner for her hard work. **Mr. Straw** also noted that the local schools are struggling with hiring bus operators, and that students and parents are relying more heavily on RTA to complete those trips. **Mr. Straw** thanked Ms. Gardner and Mr. Kalvans for their work on developing personalized bus plans for students and other RTA riders. **Mr. Straw** also noted that there are bus stop improvements coming to Ramona Gardens and Oceano, and that there is funding to realign South County Transit Routes 27 and 28.

Mr. Straw presented year-to-date ridership statistics. He noted that ridership is up with Paso City Routes surpassing pre-Pandemic levels, and South County Transit is almost back to 2019 levels. However, **Mr. Straw** also noted the regional routes are still 30% below 2019 levels and that ADA ridership is up which in turn means increased costs. **Mr. Straw** noted that the current ridership subsidy is \$15.23 for an RTA rider and \$134 for an ADA rider. **Past President Debbie Arnold** said that she was concerned about the ADA costs and asked if the RTA still does a training program to help ADA riders use the fixed route. **Mr. Straw** said that the subsidy numbers are a worst-case scenario and recognized Ms. Woodard for restarting the ADA rider training program. **Mr. Straw** also mentioned that the mobility program would be revamped. **Board Member Strong** wanted to remind his colleagues that the ADA program provides critical services for those in need like getting riders to medical appointments. **President Pease** thanked Mr. Strong for his perspective and then asked Mr. Straw on how to review the Short-Range Transit Plan documents. **Mr. Straw** replied that all SRTP documents are posted on the RTA website. **President Pease** also thanked RTA for letting her be a part of the ITE kick-off event.

Public Comment:

There was no public comment received for this item.

C. ACTION AGENDA:

C-1 Fiscal Year 2024-25 Budget Assumptions (Approve)

Ms. Tania Arnold gave a presentation to the board regarding the budget assumptions. She explained that the budget is a two-year operating budget and a five-year capital budget. She explained that this format will help the cities with their planning and also helps the RTA secure grants.

Ms. Tania Arnold highlighted some of the key issues regarding the budget and RTA. The first key issue is the uncertainties regarding liability costs and staffing. While she noted that the RTA has a good safety record, there was one outstanding claim from 2019 that the RTA is still working through. She also mentioned that the RTA is working on hiring new bus operators.

Ms. Tania Arnold also noted that another key issue facing the RTA was funding sources. While state funding is down, federal funding is up and the RTA is trying to position itself to take advantage of federal dollars. Positioning the RTA to take full advantage of available funding will help offset the increasing costs related to insurance and fuel. **Ms. Tania Arnold** also mentioned that the RTA is looking at reviewing the fare structures since the rates have not increased since 2017 and the RTA needs to improve its farebox recovery ratio.

Finally, **Ms. Tania Arnold** went over the RTA’s mission statement. One goal is to make our employees more aware of what the role of the RTA plays when it comes to supporting the quality of life for citizens and visitors of San Luis Obispo County. She also mentioned that the primary goal of the FY24-25 budget is to maintain the RTA’s service levels and increase service levels as feasible. She specifically mentioned bringing back the express trips and Route 14.

Board Member Waage asked if the state deficit will impact the RTA’s budget. **Mr. Straw** said that only new SB125 funds so far have been impacted, which in our planning affects capital. **Mr. Straw** stressed that there have been no impacts to the operating budget. **Board Member Waage** raised concerns about the state taking away funding from the RTA. **Mr. Straw** said that there was a concern that TIRCP funding could be affected, but that staff is monitoring the situation. **Board Member Bourbeau** asked if the RTA’s union is affected by the cost increases to the San Luis Obispo County Pension Trust. **Mr. Straw** said no.

President Pease Thanked the RTA staff for their efforts in putting together the presentation.

Public Comment:

There was no public comment received for this item.

Vice President Paulding made a motion to approve action agenda item C-1 and **Board Member Waage** seconded the motion. The motion passed unanimously via roll call vote.

BOARD MEMBER	YES	NO	ABSENT
DEBBIE ARNOLD (Past President)	X		
DANIEL RUSHING	X		
BRUCE GIBSON			X
JIM GUTHRIE	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING (Vice President)	X		
ANDY PEASE (President)	X		
JOHN PESCHONG			X
FRED STRONG	X		
ED WAAGE	X		
CARLA WIXOM			X

D. CLOSED SESSION ITEMS: CONFERENCE WITH LEGAL COUNSEL

There were no items on the closed session agenda for the Board to review.

E. BOARD MEMBER COMMENTS:

Board Member Strong mentioned that he will be speaking at the national transportation conference and he will be at the California League of Cities meeting going over the state budget.

The meeting was adjourned at 10:03 AM.

Next regularly-scheduled RTA Board meeting is **May 1, 2024**

Respectfully Submitted,

Anthony Kalvans, Administrative Assistant

Acknowledged by,

Andy Pease, RTA President 2024

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-3

TOPIC: Contract Renewal – Video Taping of Board Meetings

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Authorize the Executive Director to Execute Contract Extension with AGP Video to Televisе All RTA and SLOCOG Meetings with Costs Shared on a Pro-Rata Basis

BACKGROUND/DISCUSSION:

The SLOCOG and RTA’s staff and our video contractor are working cooperatively to develop a revised agreement that reflects the flexibility needed for today’s public meetings in addition to addressing the uncertainty related to the technology revisions occurring to the County Board of Supervisor Chambers. The revised agreement among the RTA, SLOCOG and AGP Video will provide a work plan and identify costs to conduct video recording of all meetings. The typical annual cost to video six bi-monthly RTA meetings (typically includes July, September, November, January, March, and May) is approximately \$6,650-\$8,400 (six meetings at \$750-\$1,000 each, and the Key Point Indexing (KPI) Service to archive six meetings at \$200 each, with no overtime). The low end of the range reflects an in-person only meeting; while the high end of the range reflects the cost of a true hybrid meeting (members attending in person and online via video conferencing). At this time the cost increase is believe the agreement will be at the current cost.

The RTA Board has approved previous contracts with AGP Video to televise all RTA meetings with costs shared on a pro-rata basis with SLOCOG. The contracts provided video services and KPI service for each regular Board meeting. The SLOCOG Board will consider approval separately at their May 29, 2024 meeting.

The meetings will continue to be broadcast live and replayed on Channel 21, as well as being webcast on the Internet at www.slo-span.org. The SLO-SPAN network, produced by AGP Video, is a public service of Charter Communications and provides televised access of government and other meetings held throughout the county. Additional replays of meetings are cablecast as the schedule permits and are located online at www.slo-span.org. Meeting recordings can be provided to the public by AGP for a cost.

Staff Recommendation

Authorize the Executive Director to execute contract extension with AGP Video to televise all RTA and SLOCOG meetings with costs shared on a pro-rata basis.

**AGREEMENT TO PROVIDE VIDEO PRODUCTION AND MEDIA DISTRIBUTION
SERVICES FOR RTA BOARD MEETINGS FOR FISCAL YEAR
2024/2025**

THIS AGREEMENT is entered into by and between the San Luis Obispo Regional Transit Authority (hereinafter referred to as "RTA") and AGP Video, a California Corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, effective July 1, 2022, RTA entered into the Agreement with Contractor wherein Contractor agreed to provide video production and services for the term beginning July 1, 2022 through June 30, 2023; and

WHEREAS, Contractor has satisfactorily performed said services, and it is the desire of the County and Contractor to extend the Agreement for an additional one (1) year term, to June 30, 2025; and

WHEREAS, the parties desire to provide for future extensions of the Agreement by mutual written consent.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section I, Scope of Work, Part A, will have the dates modified to read as follows:

"Without exception Contractor will provide gavel-to-gavel, unedited coverage of all regular RTA meetings held from July 1, 2024 through June 30, 2025."

2. Section IV, Compensation, will have the pay structure modified to read as follows:

- "Virtual Meeting: no on-site presence, completely remote: \$750 for production \$200 for streaming and archiving: \$950
- On-site meeting, with or without remote participation audio and video: \$800 production; \$200 for streaming and archiving with KPI = \$1000"

3. Section X, Term of Agreement, is deleted in its entirety and replaced with the following:

"The effective date of this Agreement shall be July 1, 2024. The term of this Agreement shall be July 1, 2024 through June 30, 2025. The term may be extended by mutual written agreement for two (2) additional one (1) year terms. The RTA Executive Director shall have the authority to execute any extension as referenced herein."

4. All provisions of the Agreement not affected by this Extension shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

ACCEPTED BY:

Andy Pease
President, San Luis Obispo Regional Transit Authority (RTA)
253 Elks Lane, San Luis Obispo CA 93401 (805) 541-2228

Date

Nancy Castle,
AGP Video, CFO
1600 Preston Lane, Morro Bay, CA 93442 (805) 772-2715

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Jon Ansolabehere
RTA Legal Counsel

Date

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: Third-Party Fueling Services

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to award a contract to EFUEL, LLC for Mobile Wet Hose Fueling Services and Off-Site Fueling Card Program

BACKGROUND/DISCUSSION:

At its May 3, 2023 meeting, the Board authorized staff to issue a range of Request-for-Proposals (RFP), including one for Diesel and Diesel Exhaust Fluid (DEF) Fueling Services. Based on preliminary discussions with prospective bidders, the original draft RFP was revised to include an off-site fuel card program with the ability to purchase gasoline at diesel at local cardlock and retail gas station locations. On November 1, 2023, the RTA Board of Directors re-authorized the RTA Executive Director to solicit proposals from qualified firms to provide wet hose mobile fueling services and a fuel card program.

Following the Board's approval, staff solicited proposals for Mobile Wet-Hose Fueling services and a Fuel Card program. Bidders had the option to submit a proposal for either or both of the fueling programs. Bidders accessed the fueling services RFP (#2024-01) through an online RFP/Bidding process (PlanetBids) which was linked on the RTA's website at <http://www.slorta.org/about-rta/request-for-proposals/>.

Mobile Wet-Hose Fueling

The successful proposer for Mobile Wet-Hose Fueling Services shall supply all necessary fuel, fluids, equipment and materials personnel needed for on-site fuel delivery/dispensing five-six days a week at three RTA facility locations. The estimated annual quantity of diesel fuel and DEF consumption for the RTA's mobile wet hose fueling program is as follows:

- Diesel Fuel (D2s low sulfur) = 220,000 gallons/year
- DEF = 5,000 gallons/year

Diesel fuel pricing shall be based upon daily opening 10:00am Eastern Time (ET) published Oil Price Information Service (OPIS) Unbranded Low Rack with Cap-at-the-Rack (CAR) price for Bakersfield, California (OPIS ID#858) report for diesel ultra-low sulfur (ULS) "Contract Low" on the day of delivery. The successful proposer shall be

reimbursed for the diesel fuel and DEF dispense at the approved daily OPIS price, plus all applicable taxes and Government fees, along with the bidder's mark-up margin.

Fuel Card Program

The successful proposer for the Fuel Card program shall supply all necessary fuel cards for each RTA vehicles for use at off-site cardlock and retail gas station locations throughout the County of San Luis Obispo and the State of California for dispensing of gasoline and diesel fuels. The estimated annual quantity of fuels purchased at off-locations using a fuel card program is as follows:

- Diesel Fuel (D2S low sulfur) = 15,000 gallons/year
- Gasoline (87 Octane) = 85,000 gallons/year

The cost of fuel purchased utilizing the bidder's Fuel Card program shall be based upon the fueling location and fuel type and shall include the OPIS daily "Contract Low" price, plus freight and transportation costs, program provider discounts and mark-up per gallon of fuel dispensed.

It is anticipated that the estimated diesel fuel, DEF and gasoline quantities will decline over time with the implementation of the Innovative Clean Transit Zero-Emission Bus Rollout Plan and vehicle replacement with battery-electric or hydrogen fuel cell electric vehicles.

Proposals were due on March 1, 2024 at 5:00pm. The RTA received two (2) qualified and responsive bids for the Mobile Wet-Hose Fueling services and three (3) qualified and responsive bids for the off-site Fuel Card program. All bids received were within the estimated budgets for the projects.

The RTA's evaluation team determined the responsiveness of the proposals based on the RTA's expressed program needs, demonstrated competence and a cost-effective approach to provide these fueling services. The two fueling services programs were evaluated separately based on the following criteria:

1. Responsiveness to RFP (10 pts). Overall quality and completeness of the proposal.
2. Technical (25 pts). Proposer's understanding of requirements. Proposer's compliance with applicable laws, regulations, policies and guidelines governing contracts performed by the Proposer. Quality and services to be provided by the Proposer.
3. Management Plan (20 pts). Proposer's ability to perform the work within the RTA specifications. Qualifications of key personnel.
4. Past Performance (20 pts). Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and

5. complexity; Proposer's prior record of performance with the RTA or others in similar venues.
6. References (5 pts). At least three references, to include recent experience, contract sizes, duration of the relationship.
7. Service Cost (20 pts). The RTA shall use the cost as a criteria in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if other criteria is not met.

The individual team member points were then averaged to determine an overall point score and ranking for each proposer for both Mobile Wet-hose Fueling and Fuel Card Program.

Mobile Wet-Hose Fueling Services

PROPOSER	DETERMINATION	SCORE (100 pts)	Ranking
EFuel, LLC	Qualified/Responsive	91	1
JB Dewar	Qualified/Responsive	80	2

The RTA recommends awarding the Mobile Wet-Hose Fueling services contract to EFUEL, LLC. as the highest ranked proposal. EFUEL, LLC shall be reimbursed for Mobile Wet-Hose Fueling in accordance with the approved standard fuel price index as shown in the table below and as set forth in the Agreement Exhibit F Cost Proposal.

Fuel Type	OPIS Location (Daily)	Mark- Up/Gallon
Diesel D2S, Low Sulfur (15ppm)	Bakersfield (#858) with CAR	\$0.50
Diesel Exhaust Fluid (DEF)	N/A	\$4.95
Delivery Fee, per Location, per Frequency \$69.00		

Off-Site Fuel Card Program

PROPOSER	DETERMINATION	SCORE (100 pts)	Ranking
EFuel, LLC	Qualified/Responsive	88	1
JB Dewar	Qualified/Responsive	83	2
Apex Petroleum Corp	Qualified/Responsive	77	3

The RTA recommends awarding the off-site Fuel Card program to EFUEL, LLC. as the highest ranked proposal. EFUEL, LLC shall be reimbursed for the fuel purchased utilizing the off-site fuel card program in accordance with the fueling location and fuel quantity and type dispensed.

All bid results and follow-up submittal documents are posted on the RTA website.

The RTA intends to award the Fueling Services contract to EFUEL, LLC for a (1) one-year term, with four (4) consecutive one-year term extensions, for a total Agreement term of five (5) years. The Agreement term will commence upon July 1, 2024 and the RTA's issuance of a written Notice to Proceed.

Staff Recommendation

Authorize the Executive Director to award the contract to EFUEL, LLC for Fueling Services, Mobile Wet-Hose Fueling and off-site Fueling Card program.

FUELING SERVICES AGREEMENT - DRAFT
(AGREEMENT NO. 2024-01-M)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
AGREEMENT TO PROVIDE MOBILE WETHOSE FUELING OF DIESEL FUEL AND
DIESEL EXHAUST FLUID AT THREE RTA FACILITIES AND A FUEL CARD
PROGRAM FOR THE PURCHASE OF FUELS AT CARDLOCK AND RETAIL FUELING
STATIONS THROUGHOUT SAN LUIS OBISPO COUNTY AND THE STATE OF
CALIFORNIA**

THIS AGREEMENT is made as of the 1st day of May, 2024, by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (“RTA”) and eFUEL, LLC., a California Corporation (“CONTRACTOR”).

WHEREAS, the RTA desires to retain CONTRACTOR to provide daily on-site delivery and dispensing of Diesel Fuel and Diesel Exhaust Fluid (DEF), to the RTA’s heavy-duty transit buses at three (3) RTA facility locations in the County of San Luis Obispo; the Bus Maintenance Facility in San Luis Obispo, South County Transit in Arroyo Grande, and the Paso Robles Facility in Paso Robles, California, pursuant to the Request for Proposals dated January 15, 2024 which is incorporated herein as Exhibit A; and

WHEREAS, the CONTRACTOR desires to provide these services pursuant to a responsive proposal dated March 1, 2024, as set forth in Exhibit B, attached hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the RTA in accordance with the terms and conditions of this Agreement.

2. SCOPE OF WORK

The CONTRACTOR shall be responsible for providing mobile wet-hose fueling services for on-site delivery and dispensing of Diesel Fuel and DEF to the RTA’s heavy-duty transit buses, five (5) to six (6) days per week, at three (3) RTA facilities in the County of San Luis Obispo.

RTA Facility	Address	Hours of Operation	Service Frequency / Days per Week
Bus Maintenance Facility (BMF)	253 Elks Lane San Luis Obispo, CA 93401	Monday - Saturday 11:00pm – 5:00am	6
South County Transit Facility (SCT)	800 Rodeo Drive Arroyo Grande, CA 93420	Monday - Friday 11:00pm – 5:00am	5
Paso Robles Facility (Paso)	1734 Paso Robles Street Paso Robles, CA 93445	Monday - Friday 11:00pm-5:00am	5

All Diesel Fuel supplied by the CONTRACTOR must be Grade No. DS2, a low-sulfur (15 ppm max),

general-purpose, middle distillate fuel for automotive diesel engines that meets all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA. The CONTRACTOR shall be responsible for transporting all above referenced fuels and dispensing equipment to the project locations.

The CONTRACTOR shall be responsible for providing to the RTA a comprehensive Fuel Card Program to allow the purchase of quality unleaded (87 Octane) and diesel (D2S) fuels at multiple cardlock and retail gas station locations throughout San Luis Obispo and the State of California. The Fuel Card Program shall provide approximately 87 fuel cards to be issued for each of the 86 RTA vehicles plus one additional Administration card. Each vehicle shall have an issued a fuel card with each driver (RTA Employee) receiving a Driver Identification (PIN) number to track fuel purchases. The Fuel Card Program must have the reporting capabilities to track the vehicle, driver, and quantity of fuel and must be accessible online to assist the RTA in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation.

The CONTRACTOR shall perform all work and furnish all the labor, materials, tools, equipment required to perform these services, and incidentals as set forth in Exhibit C Scope of Services, attached hereto.

3. AGREEMENT TERM

The term of this Agreement for mobile wet-hose fueling and fuel card program identified in the scope of services shall be for a (1) one-year term, with four (4) consecutive one-year term extensions which shall be made prior to the expiration of the then term and based on mutual written agreement, for a possible contract term of five (5) years. The Agreement term will commence upon July 1, 2024 and the RTA's issuance of a written Notice to Proceed.

Compensation for the remaining four (4) one-year optional terms will be negotiated annually, 60 days prior to the current year term ending. It is further understood that the term of Agreement is subject to the RTA's right to terminate the Contract in accordance with Section 16 of this Agreement.

4. CONFIDENTIALITY

Any RTA materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials as observed while providing the services in connection with this Agreement.

5. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the RTA, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the RTA shall have no obligation to them.

6. CONTRACTOR'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Key Personnel identified in Exhibit D shall serve as the primary staff of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

7. CHANGES

The RTA may make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 12 of this Agreement. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR shall so advise the RTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the RTA prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive the RTA approval for extra work prior to performing extra work may, at the RTA's sole discretion, result in nonpayment of the invoices reflecting such work.

8. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to the RTA of any claim or dispute in connection with this Agreement. It is the RTA'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, the CONTRACTOR's failure to provide timely notice shall constitute a waiver of the CONTRACTOR's claims.

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

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

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

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

9. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against

any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

10. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend with counsel approved by the RTA, keep and save harmless the RTA, and its directors, officials, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR or caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the RTA or any of the other individuals enumerated above in any such action, the CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

11. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit E hereto. Prior to commencing work or entering onto RTA property, the CONTRACTOR shall provide the RTA Administration with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS’ policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the RTA’s Deputy Director of Administration/CFO.

12. COMPENSATION

The CONTRACTOR shall perform all the services included in Section 2 and Exhibit C for Wet-hose Mobile Fueling and Fuel Card Program in accordance with the approved standard fuel price index as set forth in Exhibit F Cost Proposal.

- a. *Mobile Wet-hose Fueling:* Diesel fuel pricing shall be based upon daily opening 10:00am Eastern Time (ET) published Oil Price Information Service (OPIS) Unbranded Low Rack with Cap-at-the-Rack (CAR) price for Bakersfield, California (OPIS ID#858) report for diesel ultra-low sulfur (ULS) “Contract Low” on the day of delivery. The CONTRACTOR shall be reimbursed for the approved daily OPIS price, plus all applicable taxes and Government fees, along with the CONTRACTOR’S mark-up margin.

Fuel Type	OPIS Location (Daily)	Mark-Up/Gallon
Diesel D2S, Low Sulfur (15ppm)	Bakersfield (#858) with CAR	\$0.50
Diesel Exhaust Fluid (DEF)	N/A	\$4.95

Delivery Fee, per Location, per Frequency \$69.00

- b. *Fuel Card Program*: Outside fuel purchased utilizing the CONTRACTOR provided Fuel Card program shall be based upon the fueling location and fuel type.

Fueling Location Types	Sites	Base Price/Gallon	Discount / Gallon	Mark-Up/Gallon
Cardlock Fueling Station (Contractor-owned)	1	OPIS daily	----	.2279 (unleaded) .2433 (diesel)
Cardlock Fueling Station	8	OPIS daily + freight + transfer costs	----	\$0.03
Retail Gas Stations (County of San Luis Obispo)	50	Retail Gas Price daily	1%	\$0.03
Retail Gas Stations (State of California)	175+	Retail Gas Price daily	1%	\$0.03

13. MANNER OF PAYMENT

The RTA shall compensate the CONTRACTOR, pursuant to Section 12, as follows:

- a. *Mobile Wet-hose Fueling*: The RTA shall reimburse the CONTRACTOR for mobile wet-hose fueling of diesel fuel and DEF at three (3) RTA facilities. The CONTRACTOR shall invoice the RTA monthly for mobile wet-hose fueling services. The CONTRACTOR shall base the fuel prices on the daily 10:00am Eastern Standard Time OPIS Unbranded Low for Bakersfield, California and include this data with each billing submitted to the RTA. The RTA will reimburse the confirmed daily OPIS price, plus all applicable taxes and Government fees, along with the Bidder's mark-up margin.
- b. *Fuel Card Program*: The RTA shall reimburse the CONTRACTOR for fuel purchased utilizing the Fuel Card Program. Billing for fuel cards must be itemized for each fuel card, by department, and reflect date, time, Driver ID or PIN, gallons purchased, type of fuel, odometer reading, and calculated miles per gallon. The CONTRACTOR shall invoice the RTA monthly for the Fuel Card Program. Invoice entries shall conform to the rates specified in this Agreement Section 12, scope of work and specifications detailed in the Request for Proposals.

The RTA will endeavor to pay approved invoices within 30 days of receipt. Invoices can be mailed or delivered to the RTA, Attention: Maintenance Accounts Receivable, at 253 Elks Lane, San Luis Obispo, CA 93401, or emailed to accounting@slorta.org

14. RTA WARRANTIES

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

15. RTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the RTA, the RTA's Deputy Director of Administration/CFO or such person or persons as they shall designate in writing from time to time, shall represent and act for the RTA.

16. TERMINATION

The RTA shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further

expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by the CONTRACTOR, the RTA shall pay the CONTRACTOR in accordance with the provisions of Sections 12 and 13 all sums actually due and owing from the RTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by the CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the RTA shall only pay the CONTRACTOR the Agreement price for services delivered and accepted in accordance with the requirements set forth in this Agreement.

17. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the RTA, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. The CONTRACTOR shall maintain all such records for a period of three (3) years after the RTA makes final payment under this Agreement.

18. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the RTA's Facilities and Maintenance Manager, or designee, and the CONTRACTOR's.

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

If to RTA Project:

ANDY WYLY, FACILITIES & MAINTENANCE MANAGER
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 4835 awyly@slorta.org

If to RTA Invoicing:

STEPHANIE FRAUSTO, ASSISTANT FACILITY MANAGER
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 1269 accounting@slorta.org

If to RTA Insurance/Contract:

TANIA ARNOLD, DEPUTY DIRECTOR/CFO
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 4835 tarnold@slorta.org

If to CONTRACTOR:

eFUEL, LLC.
ATTN: DANNY DEFALCO, COO
4605 E. VINE AVENUE
FRESNO, CA 93725
(408) 280-5235 Danny@efuelco.com

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

19. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of this Agreement.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the RTA.

20. FEDERAL CONTRACT TERMS

This project may be partially or fully funded using Federal Transit Administration funds. As such, the federal contract provisions and terms are incorporated herein as Exhibit G to this Agreement. The CONTRACTOR agrees to abide by all applicable federal contract provisions pertinent to the Fueling Services project.

21. RIGHTS AND REMEDIES OF RTA

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

22. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

RTA:

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: Geoff Straw

Signature: _____

Title: RTA Executive Director

CONTRACTOR:

eFUEL, LLC.

By: _____

Signature: _____

Title: _____

By: Tania Arnold

ATTEST: _____

Title: Deputy Director / Chief Financial Officer

By: Anthony Kalvans

Signature: _____
Secretary for RTA

APPROVED AS TO FORM:

By: Jon Ansolabehere

Signature: _____
Legal Counsel, San Luis Obispo Regional Transit Authority

DRAFT

Amendment 1 – Project Schedule. No Site Visit.

Amendment 2 – Project Schedule. Bidder Question due date extended to February 19, 2024 5:00pm PST.

REQUEST FOR PROPOSAL

FUELING SERVICES

RFP #2024-01

January 15, 2024

San Luis Obispo Regional Transit Authority



**253 Elks Lane
San Luis Obispo, CA 93401**

Project Schedule

The schedule for this project is as follows:

Issue of the RFP	January 15, 2024
Site-Visit:	None
Bidder Questions/Clarifications due	February 1, 2024 by 9:00am PST February 19, 2024 by 5:00pm PST
RTA responds to Questions/Clarifications	February 23, 2024
Proposals Due	March 1, 2024 by 5:00pm PST
Notice of Intent to Award	April 1, 2024 April 16, 2024
Bid Protest Period	April 2nd – 4th, 2024 April 17-23, 2024
Board Authorization of Award	May 1, 2024
Bidder Notice of Award/Notice to Proceed	July 1, 2024



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EXHIBIT 2 – Insurance and Licensing Requirements

APPENDIX A – Bidder General Information Form

APPENDIX B – Work Plan and References Form

APPENDIX C – Cost Proposal Form

APPENDIX D – FTA Procurement Clauses

APPENDIX E – Lobbying Certification Form (for Bids exceeding \$100,000)



I. REQUEST SUMMARY

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for fueling services. A bidder may submit proposals for Service 1: Mobile Wet-Hose Fueling of Diesel Fuel and Diesel Exhaust Fluid (DEF) **and/or** Service 2: Fuel Card Program to allow the RTA fleet to purchase fuel at various filling stations throughout San Luis Obispo County and the State of California.

Bidders doing business with RTA must be able to obtain appropriate insurance coverage within the prescribed minimum limits and abide by all Federal Transit Administration (FTA) procurement regulations.

The RTA reserves the right to cancel this RFP, to make a partial award, or to make no award without penalty if it determines that such action is in the best interest of the RTA. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. The Bidder is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

The RTA remains dedicated to ensuring full and open competition in this proposal process and strives to include as many potential sources as possible in the procurement process. The RTA encourages local, small businesses and disadvantaged business enterprises (DBE) to register with the RTA. The RTA promotes DBE participation in our projects and has adopted a **DBE Program Goal of 0.5%** for federally funded projects awarded through September 30, 2026.

SERVICE 1: MOBILE WET-HOSE FUELING OF DIESEL FUEL AND DEF

The RTA is requesting proposals from qualified Bidders to provide 100% mobile fueling services for on-site delivery and dispensing of Diesel Fuel and Diesel Exhaust Fluid (DEF) to the RTA's heavy-duty transit buses at three (3) RTA facility locations in the County of San Luis Obispo.

The RTA has three (3) facility locations in San Luis Obispo County; The Bus Maintenance Facility (BMF) in San Luis Obispo, South County Transit (SCT) in Arroyo Grande, and the Paso Robles Facility (Paso) in Paso Robles. Service frequency shall vary per location. The qualified Bidder will be available to provide mobile diesel fueling and DEF services twenty-four (24) hours a day, seven (7) days a week, including holidays.

All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines that meets all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA.

The RTA purchases approximately **213,600** gallons of diesel and **4,500** of DEF annually through its mobile wet-hose on-site fueling deliveries to supply its fleet of **33** heavy-duty

buses. Quantities listed above are an estimate only and actual quantity purchased may vary.

The selected Bidder will be responsible for supplying all equipment, tools, materials, vehicles and labor necessary to perform the work.

The Bidder shall provide adequate personnel, trained/certified in the specific work to be performed.

The Bidder shall provide accessible billing detail online to assist the RTA in tracking diesel fuel delivery and accurate billing detail for ease of payment and reconciliation. A bi-monthly report must be provided in a **csv.file** format as referenced in Exhibit 1 – Scope of Services.

It is the RTA's intent to award an annual contract to perform the mobile fueling services, with four (4) one-year term extensions, for a possible total possible contract term of five (5) consecutive years. The qualified Bidder will be available to provide mobile diesel fueling and DEF services twenty-four (24) hours a day, seven (7) days a week, including holidays. The RTA reserves the right to cancel or amend the contract term upon thirty (30) calendar day written notice of Bidder if such action is in the best interest of the RTA.

SERVICE 2: FUEL CARD PROGRAM

The RTA requires a Fuel Card Program that allows the purchase of quality unleaded and diesel fuels at multiple locations throughout San Luis Obispo and the State of California. The Fuel Card Program must have robust reporting capabilities that are accessible online to assist the RTA in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation. In addition, a bi-monthly report must be provided in a **csv.file** format as referenced in Exhibit 1 – Scope of Services.

The Fuel Card Program shall provide approximately **87** fuel cards for various RTA vehicles (including buses, cutaways, ADA minivans and support vehicles and trucks) and one Administration Card. Each vehicle shall have an issued a fuel card with each driver (RTA Employee) receiving a Driver ID (PIN) to track fuel purchases. Annual, the RTA purchases from its fuel card program approximately **15,700** gallons of diesel and **73,000** of 87 octane unleaded gasoline. Quantities listed are only an estimate; the actual quantity purchased on cards issued may be more or less.

The Bidder will furnish, at its expense, all equipment necessary to properly perform specified work and maintain established standards and shall provide all necessary equipment needed for the performance of the work.

It is the RTA's intent to award an annual contract for a Fuel Card Program, with four (4) one-year term extensions, for a possible total possible contract term of five (5) consecutive years. The RTA reserves the right to cancel or amend the contract term upon thirty (30) calendar day written notice of Bidder if such action is in the best interest of the RTA.



II. INTRODUCTION

A. About Us

The RTA is a Joint Powers Authority (created in 1989) that provides public transportation services throughout the region. The mission of the RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County. The RTA coordinates regional transit services to San Luis Obispo, Atascadero, Paso Robles, San Miguel, Los Osos, Morro Bay, Cayucos, Cambria, San Simeon, Five Cities, Nipomo and to Santa Maria in northern Santa Barbara County.

The RTA is governed by the Board of Directors that are elected representative from each of the seven cities in the County, as well as all five County Supervisors. The RTA employs approximately **118** employees, maintains a total fleet of **86** vehicles, as well as 325 bus stop locations throughout the County.

III. INSTRUCTIONS TO BIDDERS

A. Project Description

The RTA is seeking proposals from qualified Bidders to provide mobile Diesel and DEF Mobile Fueling Services for three (3) RTA facility locations and a Fuel Card Program to allow the RTA fleet to purchase fuel at various filling stations throughout San Luis Obispo County and the State of California.

A bidder may submit proposals for either Service 1: Mobile Wet-Hose Fueling of Diesel and Diesel Exhaust Fluid (DEF) **and/or** Service 2: a Fuel Card Program. The project Scope of Services are detailed in Exhibit 1.

B. Attachment Overview

The proposal package is composed of the following elements:

- Public Notice of Request For Proposals
- RFP #2024-01 Fueling Services (this document)
- Exhibit 1 - Scope of Services
- Exhibit 2 - Insurance Requirements
- Appendix A - Bidder General Information Form*
- Appendix B – Work Plan and References Form*
- Appendix C - Cost Proposal Form*
- Appendix D - FTA Procurement Clauses*
- Appendix E – Lobbying Certification Form*

The items identified with an asterisk (*) are mandatory and shall be fully completed by the Bidder and submitted electronically through PlanetBids as part of the Bidder's proposal.



C. Questions Concerning this RFP

Questions concerning the Fueling Services RFP shall be submitted directly through the RTA's PlanetBids portal at <https://pbsystem.planetbids.com/portal/50213/portal-home>. Bidders are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this request for proposal.

D. Bidder's Requirements

The selected Bidder(s), at Bidder's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined below. The selected Bidder agrees to provide the RTA with a copy of said policies, certificates, and/or endorsements upon award of contract.

1. Bonding

There are no performance or payment bonds required for this solicitation.

2. Insurance

The agreement for this procurement requires that the Bidder maintain comprehensive Worker's Compensation and Employer's Liability insurance and Automobile Liability Insurance with Additional Insured. The RTA shall request that Bidder provide a certificate of insurance naming the RTA as an additionally insured as part of the review for responsiveness. Information about insurance requirements is provided as Exhibit 2. *Bidders without the required insurance coverages shall be found non-responsive and its proposal shall be rejected.*

3. Licenses

The Bidder shall possess a current and valid Business License Tax Certificate for the County of San Luis Obispo to be eligible under this solicitation. Information about Business License requirements is provided as Exhibit 2. *Failure to provide a valid Business License will result in rejection of the bid.*

E. Proposal Preparation

1. Required Forms

The items identified above in Section B with an asterisk (*) and listed below are required and shall be completed and submitted electronically as part of the proposal.

- Appendix A - Bidder General Information Form
- Appendix B – Work Plan and References Form
- Appendix C - Cost Proposal Form
- Appendix D - FTA Procurement Clauses
- Appendix E – Lobbying Certification Form



Bidders shall fully complete Appendices A-E as included in this RFP. All RFP questions must be answered fully by the Bidder and the data provided by the Bidder must be clear and comprehensive. If necessary to fully respond to the RFP question, the Bidder may provide additional attached pages. Such information is necessary for the RTA to evaluate the Bidder's ability to undertake the Project.

2. Cost Proposal Form

Bidders shall complete the required Cost Proposal form contained in this RFP as Appendix C. The proposal amount shall list the service type hourly labor rates for carrying out the services listed in the Scope of Services (Exhibit 1). All pricing must be inclusive, and include labor, material, and equipment necessary for all tasks listed (including, but not limited to, any direct costs and overhead, such as, but not limited to, transportation, communications, materials, and any subcontracted items of work, insurance or other indirect costs).

Failure to submit the required forms shall render the proposal non-responsive and will result in its rejection.

Bidders shall be prepared to accept the insurance requirements and provide proof of coverage as outlined in Exhibit 2 to this RFP.

3. System for Award Management (SAM) Registration

All business entities (corporations, limited liability companies and/or limited partnerships) doing business with the RTA on a federal funded project **that is greater than \$25,000** must be registered and in good standing with the federal government SAM.

The RTA anticipates Fueling Services to exceed \$25,000 annually and shall require the Bidder to provide evidence of active SAM registration. Bidders will be required to provide its SAM Unique Entity Identification (UEI) number and expiration date on the Bidder General Information form (Appendix A). *Bidders that fail to provide a valid SAM UEI number on Appendix A shall render the proposal non-responsive and will result in its rejection.*

SAM Registration is free. For more information on how to register in SAM.gov, please visit <https://sam.gov/content/home>, or call 866-606-8220.

Failure to register in SAM.gov and be active in good-standing with the federal government at time of bid submittal shall render the proposal non-responsive and will result in its rejection.

Failure of the Bidder to maintain an active SAM registry in good-standing throughout the term of the Agreement will result in termination of the Agreement.

4. Lobbying Certification

The Fueling Services project is a federally funded project. It is anticipated that the costs for this service will **exceed a total contract amount of \$100,000**, the successful Bidder shall be required to sign and date the Certification Regarding Lobbying contained in this RFP package (Appendix E). Acknowledgment of this certification means that the Bidder agrees not to use federal funds to influence federal officials; and that if non-federal funds are used for the lobbying of federal officials, the stipulated form describing such activities will be submitted to the RTA.

Failure to submit a signed Lobbying Certification as part of the Bid shall render the proposal non-responsive and will result in its rejection.

F. Proposal Submission

The submission of a proposal shall be deemed a representation and certification by the Bidder that they:

- Have carefully read and fully understand the information that was provided by the RTA to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in the proposal is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of this proposal.
- Acknowledge that the RTA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the RTA permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- Have no request for modification of the proposal shall be considered after its submission on grounds that Bidder was not fully informed to any fact or condition.

Download: This RFP may be downloaded for free from the RTA's vendor portal of the e-procurement site PlanetBids: <https://pbsystem.planetbids.com/portal/50213/portal-home>. *Note: failure to register as a prospective bidder for this RFP on the e-procurement website (PlanetBids) will preclude the Bidder from receiving updates or amendments, if issued.*



Questions: Questions regarding this RFP shall be submitted through the Q&A section of the project page (on the PlanetBids link as provided above). Additional information about submitting questions and clarifications is provided in Questions & Addendums section of this document.

Submittal: Proposals, including all required items, shall be submitted electronically through the RTA's PlanetBids portal at <https://pbsystem.planetbids.com/portal/50213/portal-home> by **March 1, 2024 5:00pm Pacific Standard Time**. Please allow adequate time to register as a vendor and submit the required documentation. The RTA is not responsible for power outages or lack of internet services that might prohibit a timely submission of a proposal.

*Proposals received after the specified due date and time shall **not** be accepted.*

*Proposals received by mail, fax or delivered in person shall **not** be accepted and will be returned unopened to the Bidder.*

The RTA is not liable for any cost incurred by Bidder in replying to this RFP.

Non-Collusion Affidavit

By submitting a proposal, each Bidder represents and warrants that its proposal is genuine and not collusive or made in the interest of or on behalf of any person not named therein. The Bidder nor any other member, representative, or agent of the Bidder has entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone letting or preventing any person from bidding or refraining from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. The Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

G. Non-Confirming Proposal & Disqualification

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the RTA.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Bidders in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Bidder and the RTA;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Bidder's inability to successfully complete the responsibilities and obligation of the proposal; and



- Bidder's default under any previous agreement with the RTA, which results in termination of the Agreement.

H. Limitations

The following limitations apply to this Request for Proposals:

- All proposals submitted as a result of this RFP become the property of the RTA
- The RTA will not pay any pre-contractual costs incurred by a Bidder resulting from preparation of its proposal in response to this RFP
- The RTA reserves the sole right to evaluate, accept or reject proposals received as a result of this RFP
- The RTA reserves the right to postpone or cancel this RFP in whole or in part if in its best interests to do so

I. Evaluation & Award

1. Responsiveness & Responsibility

By submitting a proposal, the Bidder represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of performing quality services to achieve the RTA's objectives. Failure to comply with all requirements of this RFP, and any subsequent amendments issued, may result in the proposal being excluded from further evaluation.

The RTA will examine the proposals for the purpose of ascertaining its responsiveness to the provisions of this RFP.

A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected. The RTA shall review the low responsive Bidder to ensure its responsibility. Determination of Bidder responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project; and satisfactory performance in previous contracts. These processes shall continue until such time as a responsive and responsible Bidder is determined on all stated evaluation factors.

2. Evaluation Criteria

The RTA's evaluation team will determine responsiveness of the proposal to the RTA's expressed needs. Each member of the evaluation team will assign a point score according to the following grading schedule. Points assigned by the individual team members will then be averaged to determine a Total Quality Points score for each Bidder.



Criteria	Points
Responsiveness to RFP. Quality and completeness of proposal (Appendix A, B and C)	10
Technical. Bidder's understanding of requirements. Bidder's compliance with applicable laws, regulations, policies and guidelines governing contracts performed by the Bidder. Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Bidder; Technical ability and licensing as outlined in Appendix B.	25
Management Plan. Bidder's ability to perform the work within the time specified to RTA locations, designated contact person(s) and availability during project. Qualifications of key personnel. (Appendix B)	20
Past Performance. Bidder's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity; Bidder's prior record of performance with the RTA or others in similar venues. (Appendix B)	20
References; at least three references, to include recent experience, contract sizes, duration of the relationship. (Appendix B)	5
Service Cost. The RTA shall use the cost as a criteria in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if the other criteria is not met. (Appendix C)	20
TOTAL POINTS POSSIBLE	100 points

The RTA has the discretion to make modifications to the selection process and criteria.

3. Award Process

Unless all proposals are rejected or it is not in the RTA's best interest, the RTA intends to award a contract to the responsive and responsible Bidder receiving the best overall ranking score, and representing the best overall value to the RTA. Other factors in addition to the cost will be taken into account, please refer to the RTA Bidder General Information Form (Appendix A) and the Work Plan and References form (Appendix B) included in the RFP attachments. The proposal evaluation is an assessment of both the proposal and the Bidders' ability to perform the stated Scope of Services and to comply with contract terms and conditions.

All Bidders who responded to this RFP will be notified electronically through PlanetBids as to the RTA's intent to award on April 16, 2024. A Bidder may submit an eligible protest during the period of April 17th - 19th, 2024 (Refer to Section J for Protest Procedures).



The RTA will seek Board authorization to award on May 1, 2024 and intends to provide a Notice of Proceed in July 1, 2024.

Unsuccessful Bidders, who wish to be debriefed, must request the debriefing in writing, within five (5) business days of notification of award (postmark by April 24, 2024) to 253 Elks Lane, San Luis Obispo, CA 93401 (Attention: Fueling Services RFP Debrief).

4. Negotiate Contract Terms

The RTA reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, the RTA may negotiate a contract with the next highest scoring Bidder.

5. Contract Document

A Contract Agreement will be executed following the Board authorization to award. The contract shall be composed of the RTAs procurement terms, FTA Contract Provisions, the Scope of Services and the Bidder's proposal submittal.

J. Protest Procedures

Protests of the RTA procurements will be considered in two general categories: those directed at solicitation documents issued by the RTA; and those concerning all other aspects of the procurement process. The RTA's protest procedures are available on the RTA's website at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-Protest-Procedures.pdf>

K. Proposal & Project Tentative Schedule

The following schedule has been established for the Fueling Services RFP. The RTA reserves the right to modify this schedule if it is in its best interest to do so.

In the event that the RTA finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP.

Notice of changes shall be provided to all parties known to have registered as a vendor in PlanetBids to receive information regarding this RFP.

Description	Date
Issue of the RFP	January 15, 2024
Site-Visit:	None
Bidder Questions/Clarifications due	February 1, 2024 by 9:00am PST February 19, 2024 by 5:00pm PST



RTA responds to Questions/Clarifications	February 23, 2024
Proposals Due	March 1, 2024 by 5:00pm PST
Notice of Intent to Award	April 1, 2024 April 16, 2024
Bid Protest Period	April 2nd – 4th, 2024 April 17-23, 2024
Board Authorization of Award	May 1, 2024
Bidder Notice of Award/Notice to Proceed	July 1, 2024

L. Questions & Addendums

All communications regarding this RFP, including Bidder questions or requests for clarifications, shall be submitted through the Q&A Section of the project page on PlanetBids at <https://pbsystem.planetbids.com/portal/50213/portal-home>.

All questions shall be submitted by the Bidder electronically by ~~February 1, 2024 by 9:00am~~ February 19, 2024 by 5:00pm Pacific Standard Time (PST).

The RTA will issue a response to all questions or clarifications via the vendor portal no later 5:00pm PST on February 23, 2024.

Questions or clarifications should not be submitted to the RTA staff directly, the RTA Board or other parties. Doing so may cause removal of the Bidder from the RFP process.

Should it be found that the point in question is not clearly and fully set forth, the RTA will issue a written addendum clarifying the matter which will be sent to all persons who have registered as a vendor and requested the RFP. Any changes to the requirements will be made electronically through PlanetBids as an addendum to this RFP and shall be incorporated into the terms and conditions of any resulting purchase order. The RTA will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as the result of oral instructions.



REQUEST FOR PROPOSALS
FUELING SERVICES
RFP#2024-01

BIDDER GENERAL INFORMATION

All questions must be answered and the data given must be clear and comprehensive.
If necessary, questions may be answered on separate attached sheets.

General Information

Business Name/DBA: eFUEL, LLC

Business Type: Corporation (State of Incorporation: CA.) Partnership
 Sole Proprietorship Other: _____

Business Website www.efuelco.com
(URL):

Business Street Address: 4605 E Vine Ave.

City: Fresno State: Ca Zip Code: 93725

Local Office (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: 305 Cuyama Lane

City: Nipomo State: Ca Zip Code: 93444

Licenses & Certifications

Business Federal Tax ID Number: 47-5535061 (will be SSN if sole proprietorship)

SAM Unique Entity ID (UEI) #: NBXFF5NCHL1 SAM Expiration Date: 3/14/2025

System for Award Management (SAM) Registration and expiration date is required for proposals greater than \$25,000.
(For more information on SAM registry visit <http://federalcontractorregistry.com/>)

SLO County Business License: (Fresno) 429712 Expiration Date: 3-31-24 (renews Quarterly)

San Luis Obispo Regional Transit Authority
Exhibit B – EFUEL Bid

Authorizing Contact (person that is authorized to and will bind the firm contractually)

Name: Danny Defalco Title: C.O.O.

Location: HQ Local Office Other: El Dorado Hills, Ca

Email: Danny@efuelco.com

Telephone: 408-981-7079 Fax: N/A

Primary Contact (main single point of contact during implementation of janitorial services)

Name: Rick Masso Title: Director of Regional Sales

Location: HQ Local Office Other: San Juan Bautista, CA. 95045

Email: Rick@efuelco.com

Telephone: 408-332-2855 Fax: N/A

Disclosure

Has the Company ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Yes No

If Yes, explain: _____

Have any employees ever been investigated? Yes No

If Yes, explain: _____

Has a contract been "defaulted"? Yes No

If Yes, explain where, when and why: _____

How was it resolved? _____

CREDIT REFERENCES

List the Bidder's primary bank and two firms that the Bidder **currently** purchases materials or services from **on credit**:

Bank Name: City National Bank Address: 2201 Walnut Ave. Fremont, Ca

Contact Person: San Topham Email: sanford.topham@cnb.com Phone: 408-392-2104

Vendor Name: Cintas Address: 1877 Industrial Dr. Stockton, Ca 95206

Contact Person: Sononda Cornethan Email: cornethans@cintas.com Phone: 916-576-4096

Vendor Name: East Bay Tire Address: 2200 Huntington Dr. unit C Fairfield, CA 94533

Contact Person: Irene Tobola Email: ar@eastbaytire.com Phone: 707-402-7777

If Bidder is a CORPORATION, the duly authorized officer shall sign as follows:

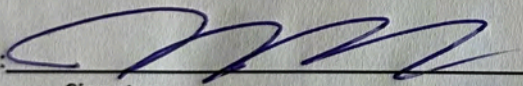
The undersigned certify that he/she is:

CHIEF OPERATING OFFICER

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

eFUEL, LLC
Corporation Name (type of print)

By: 
Signature

Date: 3/1/24

Title: CHIEF OPERATING OFFICER



PART I: WORK PLAN APPROACH

SERVICE 1: MOBILE WET-HOSE FUELING SERVICES OF DEISEL AND DEF

Please provide a one-to-two page narrative succinctly describing the proposed **Work Plan Approach** describing how the Bidder will staff this project to meet the objectives of the requested services listed in **Exhibit 1 – Scope of Services**. Describe the organization/company's experience and capabilities providing similar services to those required. Identify key staff your organization / company will assign to fulfill the contract requirements and manage the account. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the program and a description of their duties. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements.

As the incumbent and having been providing these services to RTA since 2011, I Am
confident in saying that we definitely have the staff, experience, and capabilities to
meet all objectives and services the RTA requests and deserves.
Our key staff starts with our 7 local drivers, our Central Coast Area manager Abel
Garcia, and our Director of Operations Gabe Smith. There is also your account
representative Rick Masso, and many more office personnell always willing to help.
The work plan is already in place and has been for almost 13 years. There have been
many modifications over the years to meet RTA's ever changing needs, and I'm sure
there will be many more in the years to come.
We welcome and are up for that challenge!
We have a unique truck custom designed For mobile fueling, every gallon is dispensed
via our onboard computer to insure accurate records of every vehicle that gets fuel,
including DEF.
Our web portal tracks everything we do for you. RTA has access to this portal for both
viewing past invoices and delivery tickets, or dowloading reports in either excel or pdf
formats.



SERVICE 2: FUEL CARD PROGRAM

Please provide a one-to-two page narrative succinctly describing the proposed **Work Plan Approach**. Describe the organization/company's experience and capabilities providing similar services to those required. Identify key staff your organization/company will assign to fulfill the contract requirements and manage the account. Describe your Fuel Card Program and how it will meet or exceed the RTA's needs as defined in the scope and requirements section of this RFP. Describe your method of customer support, communication, and ability to support effective management of the program as to how it relates to the objectives of the requested services listed in **Exhibit 1 – Scope of Services**.

eFUEL is a proud member of the Pacific Pride organization, with stations throughout SLO county.
Our cards are accepted not only at the cardlock locations, but if desired can also be set up for reail locations.
Our cardlock staff begins with customer service rep Renee Ramirez. Cardlock billing is handled by Michelle Gonzales, and our cardlock coordinator is Nozly Catron, who oversees the operation. Also you have your account rep Rick Masso.
with the backing of Pacific Pride, Our powerful website, and our dedicated team working for you, we definitely have the ability to support all of your fuel card needs.



Provide a list of the filling station locations in San Luis Obispo County and throughout California. Provide the hours of operation for each location. List if 87 octane unleaded, diesel, or both fuels are available.

1131 El Camino Real Arroyo Grande, CA 93420
933 Huber St Grover Beach, CA 93433
1400 W Laurel St Lompoc, CA 93436
1049 Riverside Paso Robles, CA 93446
2403 Golden Hill Rd Paso Robles, CA 93446
75 Prado Rd San Luis Obispo, CA 93401
2310 S Meredith Ln Santa Maria, CA 93455
1665 W Betteravia Rd Santa Maria, CA 93455
612 W Boone Santa Maria, CA 93458
18115 E Telegraph Rd Santa Paula, CA 93060- eFUEL Owned
Plus 175+ more stations throughout California



Describe the reporting capabilities of the Fuel Card Program. Describe the standard reports and ability to customize reports. Describe the accessibility of the reports online, how many users are able to create, review and customize reports, and user definable limits. Describe your ability to meet the reporting formats outlined in **Exhibit 1 – Scope of Services.**

The reporting capabilities of our fuel cards meet the needs set forth in exhibit 1.
Standard reporting includes all vehicle, driver, location, fuel type, gallon info, along
with date and time. Access is easy via our online portal and we can include as many
users as RTA needs. Each user can create, review, and download reports in PDF or
csv formats. If RTA has a need for a report not currently offered, we can have our
programmers create one- in most cases!
again, our reporting formats of the need specified in exhibit 1.



PART II: PAST EXPERIENCE

Has the Bidder participated in a purchasing cooperative for fuel? If so, please provide the name of the purchasing cooperative (entity name in which the fuel was purchased from), agreement expiration date, and average price per gallon of diesel fuel (if applicable) and a brief description.

Participation in Cooperative Purchasing Program for Fuel: _____ yes no

(If selected no, please advance to Part III: References)

Fuel Cooperative Purchasing Agreement (Name of Entity):	
Agreement Expiration Date:	
Average Price per Gallon (Diesel):	\$
Brief Description of Agreement:	

PART III: REFERENCES

Bidder must supply references of three (3) firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

Include the service type (Mobile Wet-Hose Fueling of Diesel and DEF or Fuel Card Program), Name and address of reference, the contract value, scheduled contract completion date, a contact person, telephone number, email address and a brief description of the type and level of services rendered for each contract.

Failure to provide three (3) references for each service type that the Bidder is proposing will result in rejection of bid.

REFERENCE #1 – SERVICE TYPE 1: MOBILE WET-HOSE FUELING OF DIESEL FUEL & DEF

1.

Company Name:	RTA SLO County
Contact Person Name and Title:	Andy Wyly
Address, City, State, Zip Code:	253 Elks Lane San Luis Obispo, CA 93401



Phone and Fax Number:	805-541-2228 x4835								
Email Address:	awyly@slorta.org								
Web Site Address	www.slorta.org								
Length of your relationship:	MM	06	YR	2011	To	MM	current	YR	2024
Contract Value:	\$ 1,132,977 in 2023								
Brief Description of Products & Services Provided:									
Mobile fueling of diesel and DEF into a fleet of buses at three locations									

REFERENCE #2 – SERVICE TYPE 1: MOBILE WET-HOSE FUELING OF DIESEL FUEL & DEF

2.

Company Name:	LuxBus America								
Contact Person Name and Title:	Casey Collier								
Address, City, State, Zip Code:	561 Lincoln Ave Anaheim, CA 92805 San Jose, CA 95126								
Phone and Fax Number:	415-871-8663								
Email Address:	ccollier@luxbusamerica.com								
Web Site Address	https://www.luxbusamerica.com/								
Length of your relationship:	MM	May	YR	2012	To	MM	current	YR	2024
Contract Value:	\$ 1,077,833 in 2023								
Brief Description of Products & Services Provided:									
Diesel and DEF mobile fueling for a fleet of appproximately 50 buses.									



REFERENCE #3 – SERVICE TYPE 1: MOBILE WET-HOSE FUELING OF DIESEL FUEL & DEF

3.

Company Name:	Google, Inc.									
Contact Person Name and Title:	Kathleen Phu									
Address, City, State, Zip Code:	700 E Middlefield Rd Mountain View, CA 94043									
Phone and Fax Number:	669-246-1382									
Email Address:	Kphu@google.com									
Web Site Address	www.google.com									
Length of your relationship:	MM	Feb	YR	2011	To	MM	Current	YR	2024	
Contract Value:	\$ 10,142,524 in 2023									
Brief Description of Products & Services Provided:										
Diesel and DEF mobile fueling for a fleet of approximately 300 buses.										

REFERENCE #1 – SERVICE TYPE 2: FUEL CARD PROGRAM

1.

Company Name:	Troia Dairy and Foods
Contact Person Name and Title:	John Troia
Address, City, State, Zip Code:	801 Foam St. Monterey, CA. 93946



Phone and Fax Number:	831-212-5007								
Email Address:	Johnatroia@gmail.com								
Web Site Address	www.troiafoods.com								
Length of your relationship:	MM	April	YR	2009	To	MM	Current	YR	2024
Contract Value:	\$ 190,000 in 2023								
Brief Description of Products & Services Provided:									
Diesel and DEF mobile fueling, and Fuel Card Services for a fleet of Trucks.									

REFERENCE #2 – SERVICE TYPE 2: FUEL CARD PROGRAM

2.

Company Name:	City of Santa Paula								
Contact Person Name and Title:	Cody Madison								
Address, City, State, Zip Code:	926 Calpipe Road Santa Paula, CA 93060								
Phone and Fax Number:	805-826-2177								
Email Address:	cmadison@spcity.org								
Web Site Address	www.spcity.org								
Length of your relationship:	MM	Jan	YR	2023	To	MM	Current	YR	2024
Contract Value:	\$ 211,814 in 2023								
Brief Description of Products & Services Provided:									
Cardlock fuel card services for the city of Santa Paula									



REFERENCE #3 – SERVICE TYPE 2: FUEL CARD PROGRAM

3.

Company Name:	Mammoth Trucking									
Contact Person Name and Title:	Jason Nester									
Address, City, State, Zip Code:	202 East Guiberson Road Fillmore, CA 93015									
Phone and Fax Number:	805-402-9442									
Email Address:	jasonnester@gmail.com									
Web Site Address	none									
Length of your relationship:	MM	Jan	YR	2023	To	MM	Current	YR	2024	
Contract Value:	\$ 102,000 in 2023									
Brief Description of Products & Services Provided:										
Cardlock fuel card services										

Scope of Services
Fueling Services
RFP #2024-01

The San Luis Obispo Regional Transit Authority (RTA) is currently soliciting bids from a qualified Bidder to provide fueling services for Mobile Wet-Hose Fueling of Diesel Fuel and Diesel Exhaust Fluid (DEF) to the RTA’s heavy-duty transit buses, five to six days per week, at three (3) RTA facility locations in the County of San Luis Obispo and a Fuel Card Program to allow the RTA fleet to purchase fuel at various filling stations throughout San Luis Obispo County and the State of California.

SERVICE 1: MOBILE WET-HOSE FUELING OF DIESEL FUEL AND DEF

The selected Bidder for Service 1 will provide 100% mobile wet-hose fueling services for on-site delivery and dispensing of Diesel Fuel and Diesel Exhaust Fluid (DEF) to the RTA’s heavy-duty transit buses, five to six days per week, at three (3) RTA facility locations in the County of San Luis Obispo.

All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines that meets all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA. Delivery of non-compliant DS2 low sulfur diesel fuel to the RTA will constitute a breach of contract which may result in immediate contract termination by the RTA.

The RTA purchases approximately **213,600** gallons of diesel and **4,500** of DEF annually through its mobile wet-hose on-site fueling deliveries to supply its fleet of **33** heavy-duty transit buses. Quantities listed above are an estimate only and actual quantity purchased may vary.

The Bidder shall provide accessible billing detail online to assist the RTA in tracking diesel fuel delivery and accurate billing detail for ease of payment and reconciliation, including but not limited to the delivery date/time, vehicle identification number and quantity of fuel dispensed.

A. GENERAL

1. The selected Bidder will be responsible for supplying all equipment, tools, materials, vehicles and labor necessary to perform the work.
2. The Bidder shall provide adequate personnel, trained/certified in the specific work to be performed.

3. The qualified Bidder shall schedule all planned deliveries in advance with the RTA, anticipate and adequately allocate staffing requirements for deliveries.
4. The qualified Bidder shall dispense fuel to vehicles and ensure the fuel tanks are filled to the maximum capacity.
5. In the event the Bidder spills fuel or DEF, the Bidder shall immediately clean up the said spill to the RTA's satisfaction and at no additional cost to the RTA.
6. The qualified Bidder shall make on-time deliveries to each site location and per schedule and frequency as directed by the RTA.
7. The qualified Bidder shall immediately notify the RTA Facilities and Maintenance Manager or his/her designated Site Manager of any service delays or inability to deliver fuel on-time or missed-services.
8. The qualified Bidder shall furnish all required insurance, licenses, permits, agency notification and approvals, management, supervision, equipment, fuel and taxes without interruption for the contract term.
9. The qualified Bidder shall provide all applicable Material Safety Data Sheets (MSDS) throughout the term of the contract.
10. The qualified Bidder shall provide contact information including email and telephone number(s) for its staff, both those onsite and offsite, who will be responsible for 24 hour per day / 7 days per week / 365 days per year support.

B. LOCATIONS

Services shall be based on the location. The RTA has three (3) facility locations in San Luis Obispo County; The Bus Maintenance Facility (BMF) in San Luis Obispo, South County Transit (SCT) in Arroyo Grande, and the Paso Robles Facility (Paso) in Paso Robles. Service frequency shall vary per location. Estimated consumption of provided below. This information should be used as guidance when developing the bid.

1. BMF - 253 Elks Lane, San Luis Obispo, CA 93401
 - a. Estimated Consumption:
 - i. Diesel Fuel – Approximately 8,800 gallons/month (approximately 15 buses)
 - ii. DEF – Approximately 125 gallons/month
 1. Service frequency: 6 times per week



2. SCT - 800 Rodeo Drive, Arroyo Grande, CA 93420
 - a. Estimated Consumption:
 - i. Diesel Fuel – Approximately 3,300 gallons/month (approximately 6 buses)
 - ii. DEF – Approximately 88 gallons/month
 1. Service frequency: 5 times per week

3. PASO - 1734 Paso Robles Street, Paso Robles, CA 93445
 - a. Estimated Consumption:
 - i. Diesel Fuel – Approximately 5,700 gallons/month (approximately 12 buses)
 - ii. DEF – Approximately 165 gallons/month
 1. Service frequency: 5 times per week

RTA Locations	Total # of Buses	Service Frequency / Week	Estimated Quantities			
			Gallons / Month	Annual Qty	Gallons / Month	Annual Qty
			Diesel DS2		DEF	
BMF	15	6	8,800	105,600	125	1,500
SCT	6	5	3,300	39,600	88	1,056
PASO	12	5	5,700	68,400	165	1,980
	33			213,600		4,536

The RTA’s estimated usage provided above is an approximate guideline only. Actual usage may vary and can be more or less than estimated. The RTA reserves the right to increase or decrease usage based on operational need.

C. RECORD KEEPING/REPORTING

1. The qualified Bidder shall keep record of all deliveries in a format that can be provided to the RTA upon request.

2. The qualified Bidder note on all delivery records when there has been a service delay or skipped/missed services.

3. Daily Fueling Service Report: The qualified Bidder shall provide the RTA with the completed fueling tickets that received diesel fueling and DEF service during the previous day.
4. The qualified Bidder shall provide daily reports to the RTA with vehicle number, date fueling service was performed, diesel gallons dispensed, diesel price per gallon, DEF gallons dispensed, DEF price per gallon, as well as any/all delivery fees. The bi-monthly billing report shall be provided in a **csv.file** format and emailed to accounting@slorta.org.
5. The qualified Bidder must have robust reporting capabilities to track the vehicle identification number, and quantity of fuel/DEF dispensed. The data must be accessible online to assist the RTA in tracking fuel deliveries throughout the fleet and accurate billing detail for ease of payment and reconciliation.

D. DELIVERIES

The qualified Bidder shall be available to provide diesel fueling and DEF services twenty-four (24) hours a day, seven (7) days a week, including holidays. The schedule outlined below is a typical diesel fuel and DEF delivery schedule. This schedule is subject to change at the sole discretion of the RTA.

1. Diesel Fuel & DEF Deliveries:
 - BMF: Monday – Saturday, 11:00pm – 5:00am
 - SCT: Monday-Friday, 11:00pm – 5:00am
 - PASO: Monday – Friday, 11:00pm – 5:00am
2. The qualified Bidder must record each diesel fuel and DEF delivery with driver's name, date, time and gallons dispensed and provide this delivery ticket to the RTA following each delivery.
3. The Driver must position the fuel delivery truck so it does not interfere with the movement of other vehicles.
4. The Driver must remain within the sight of the truck flow valve while fuel is flowing into the buses in the event that fuel must be quickly shutoff.
5. All equipment and fuel delivered under the agreement must conform to the Safety Orders of the State of California, Division of Industrial Safety and be in complete compliance with all requirements of the laws of the State of California, City and County of San Luis Obispo, as well as all applicable federal laws and regulations at the date of delivery and/or service.

6. The RTA shall not agree to any minimum order quantities. Fuel shall be delivered at the listed locations as directed by authorized personnel.
7. All fuel and DEF deliveries shall be F.O.B destination to delivery location as required. No delivery charges shall be made unless otherwise noted on the cost proposal form.
8. Unscheduled diesel fuel and DEF deliveries shall be done on a “call-back” basis. The qualified Bidder shall only invoice the RTA for actual diesel fuel and/or DEF dispensed during the unscheduled fuel delivery event.
9. The RTA will provide access to the locations and vehicle fleet.
10. The RTA reserves the right to assess a missed penalty fee for repeated missed fueling services resulting from Bidder negligence.

E. COMPENSATION FOR SERVICES

1. The qualified Bidder shall be paid upon completion, to the RTA’s satisfaction, for diesel fuel and DEF deliveries provided to the RTA.
2. Fuel pricing shall be based upon the **daily opening 10:00am Eastern Time (ET) published OPIS UNBRANDED LOW for BAKERSFIELD, CALIFORNIA (OPIS ID#858)** report on the day of delivery. Documentation of the **daily 10:00am ET OPIS UNBRANDED LOW for BAKERSFIELD, CALIFORNIA** (showing the date and time of the report), shall be provided included with each billing submitted to the RTA. The RTA will reimburse the confirmed daily OPIS price, plus all applicable taxes and Government fees, along with the Bidder’s mark-up margin.

F. BILLING / INVOICING

1. Billing for diesel and DEF mobile wet-hose fuel deliveries shall include the daily OPIS report for Bakersfield #858 and shall be itemized by date, time, location, vehicle ID#, odometer reading, fuel type and quantity of fuel dispensed.
2. Services provided under this agreement shall be invoiced to the RTA Accounting Department via email at accounting@slorta.org All invoices must have the Contract Agreement Number clearly displayed to ensure timely payment. The RTA will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

G. WARRANTY

1. The Bidder shall warrant that the fuel delivered to the RTA under this Agreement shall be Diesel Grade No. DS2 low-sulfur (15 ppm max) and shall be compatible for use with diesel engines, including Cummins, and shall not harm the RTA diesel engines. The Bidder agrees to reimburse the RTA for damages to vehicles, engines or any vehicle systems caused by the Bidder fuel that does not comply with this Scope of Services and the technical specifications contained herein.
2. Damages shall be defined as the RTA costs incurred as a result of wrongful actions on the part of the Bidder including but not limited to the delivery of inappropriate fuel into RTA vehicles. Examples of such damages include costs incurred by the RTA for repair of vehicular systems due to the use of incorrect fuel; or vehicular accidents, including third-parties claims, due to the use of incorrect fuel.
3. The RTA reserves the right to perform the work or contract with a third party to perform the work with reimbursement by the Bidder for all reasonable expenses associated with the damages defined in item F.2 above. The RTA shall be reimbursed by the Bidder for the cost of: labor performed by the RTA for repair of damages at the actual wage rate plus forty percent (40%) for overhead; materials and supplies required to correct damages at full RTA cost (including taxes and freight); and third-party vendor repairs at the full invoice cost incurred by the RTA.

SERVICE 2: FUEL CARD PROGRAM A Fuel Card Program to allow the purchase of quality unleaded and diesel fuels at multiple locations throughout San Luis Obispo and the State of California. The Fuel Card Program shall provide approximately **87** fuel cards to be issued for each of the 86 RTA vehicles plus one additional Administration card. The RTA purchases approximately **15,700** gallons of diesel and **73,000** of 87 octane unleaded gasoline from fuel cards annually. Quantities listed are only an estimate; the actual quantity purchased on fuel cards may vary. Each vehicle shall have an issued a fuel card with each driver (RTA Employee) receiving a Driver ID (PIN) to track fuel purchases. Currently the RTA has **118** employees.

The Fuel Card Program must have robust reporting capabilities to track the vehicle, driver, and quantity of fuel and must be accessible online to assist the RTA in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation.



A. GENERAL

The following requirement(s) are mandatory when submitting a proposal for a Fuel Card Program. The Bidder must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with the below mandatory requirements will be rejected and not evaluated or scored.

Fuel Cards	Driver PIN / RTA Employees	Estimated Fuel Card Quantities			
		Gallons / Month	Annual Qty	Gallons / Month	Annual Qty
		87 Octane Gasoline		Diesel DS2	
87	118	6,083	73,000	1,308	15,700

1. Fuel Card must be able to be utilized at stations throughout San Luis Obispo County and the State of California.
2. Filling stations must have fuel available and pay at the pump features open 24 hours a day, 7 days a week, 365 days a year. Filling stations must be able to service a wide variety of vehicles including buses, cutaways, minivans, sedans and trucks.
3. The qualified bidder shall provide approximately 87 fuel cards to be issued for each RTA vehicle and one Administration card.
4. Fuel Card service must not be disrupted or put on hold without a 20-day written notice to the RTA.
5. Fuel Card program must have online access to view reports, usage, costs, etc.
6. Fuels must meet or exceed all Federal, State, Local, and automotive manufacturer’s standards. The Fuel Card Program must be in accordance with all applicable laws, codes and ordinances. Standard 87 octane unleaded and #2 diesel must be available.
7. Fuel cards must at a minimum collect the following data at the pump, depending on the card setup. Itemized bi-monthly billing must be accurate and include the information collected at the pump for each transaction, including but not limited to;
 - i. Date, time, and location of purchase
 - ii. Type of fuel purchased
 - iii. Number of gallons purchased
 - iv. Price per gallon at pump

- v. Total Cost* (*Total cost line should reflect price per gallon at pump less proposed discount. The total cost may not exceed the 10:00am daily OPIS Bakersfield #858 rack price per gallon of gasoline/diesel).
 - vi. Identify of the fuel card used
 - vii. Vehicle ID#
 - viii. Vehicle mileage
 - ix. Driver ID or PIN used
8. Fuel cards must be capable of limiting purchases to fuel only.
9. Applications for new fuel cards or cancellation of exiting cards must be able to be completed online or via email. Lead time for new cards shall not exceed 10 business days. Cards shall not be activated until receipt is confirmed by the RTA. Cancellation of cards shall be immediate.

B. RECORD KEEPING/REPORTING

1. The Fuel Card Program must have robust reporting capabilities to track the vehicle, driver, and quantity of fuel and must be accessible online to assist the RTA in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation. The following reporting capabilities must be available at a minimum and accessible online and received automatically via email. Attachment 1 to this document provides details on reporting structure.
 - i. Report listing each card use detail included products purchased, dates, times, etc.
 - ii. Report listing fuel economy mileage calculations for each card or vehicle ID (if used)
 - iii. Report listing Driver ID or PIN activity with detail on products purchased, dates, times, etc.
 - iv. Report listing purchasing activity and discounts
 - v. State Sales Tax Report
2. Fuel Card Program must have ability to generate a daily report in a **csv.file** format referenced in Attachment 1 to this document. Provide all file types capable of producing.

C. COMPENSATION FOR SERVICES

1. Fuel pricing shall be based upon the **daily opening 10:00am Eastern Time (ET) published OPIS UNBRANDED LOW for BAKERSFIELD, CALIFORNIA (OPIS ID#858)** report on the day of delivery. Documentation of the **daily 10:00am ET OPIS UNBRANDED LOW for BAKERSFIELD, CALIFORNIA** (showing the date and time of the report), shall be provided included with each billing submitted to the RTA. The RTA will reimburse the confirmed



daily OPIS price, plus all applicable taxes and Government fees, along with the Bidder’s mark-up margin/discounts.

D. BILLING / INVOICING

1. Billing for fuel cards must be itemized for each fuel card, by department, and reflect date, time, Driver ID or PIN, gallons purchased, type of fuel, odometer reading, and calculated miles per gallon.
2. Services provided under this agreement shall include the daily OPIS reporting and shall be invoiced, at a minimum, bi-monthly. The Bidder shall submit all invoices to the RTA Accounting Department via email at accounting@slorta.org. All invoices must have the Contract Agreement Number clearly displayed to ensure timely payment.

E. IMPLEMENTATION SCHEDULE

Listed below are estimated dates and actions related to this RFP. The actions must be completed by the dates indicated unless otherwise changed by the RTA. In the event that the RTA finds it necessary to change any of the specific dates, it will do so by issuing addenda to this RFP through PlanetBids.

The qualified Bidder must work with the RTA prior to contract start date to implement the fuel card program, distribute fuel cards and provide training to RTA staff on the usage of the program.

Description	Date
Award of Contract	May 1, 2024
Training and Implementation with RTA Staff. Distribution of fuel cards	May 2, 2024 – June 30, 2024
Fuel Cards Active	July 1, 2024



ATTACHMENT 1 – CSV.FILE FORMAT (EXAMPLE)

**IMPORT
FORMAT
RTA (RON TURLEY & ASSOCIATES) FLEET
SOFTWARE**

COLUMN_NAME	TDATE	TTIME	LODCS	FTYPE	GALS	PRICE	EXTAMT	VEH#	ODOM	EMPCD#	DRIVER
COLUMN_HEADING	DATE OF TRANS	TIME OF TRANSACTION	SITE	FUEL TYPE	GALLONS PUMPED	PRICE PER GALLON	TOTAL COST	VEHICLE ID#	ODOMETER	EMPLOYEE CARD NUMBER	DRIVER NAME
DATA_TYPE	NUMERIC	NUMERIC	CHAR	NUMERIC	NUMERIC	NUMERIC	NUMERIC	NUMERIC	NUMERIC	NUMERIC	CHAR
LENGTH	10	10	55	27	5	7	7	4	7	7	25
NUM_SCALE					2	2	2				

Example of Reporting

EXAMPLE OF RTA (RON TURLEY ASSOCIATES) FLEET SOFTWARE FUEL REPORT	DATE OF TRANS	TIME OF TRANSACTION	SITE	FUEL TYPE	GALLONS PUMPED	PRICE PER GALLON	TOTAL COST	VEHICLE ID#	ODOMETER	EMPLOYEE CARD NUMBER	DRIVER NAME
	10/1/2023	6:38:00 PM	SLO Fuel FI - San Luis Obispo Bulk	87 Octane Gasoline Cardlock	22.59	6.30	142.37	1902	108819	1370100	EMPLOYEE NAME
	10/1/2023	6:40:00 PM	AG Fuel ANL - Arroyo Grande Bulk Fuel	Clear Diesel Cardlock	30.36	6.34	192.61	1310	457958	1370634	EMPLOYEE NAME
	10/2/2023	6:10:00 AM	PR Riverside Fuel FO - Paso Robles Riverside Bulk Fuel	Clear Diesel Cardlock	50.02	6.36	317.97	1501	492658	1910137	EMPLOYEE NAME



KEY PERSONNEL

Service 1: Mobile Wet-Hose Fueling

Personnel	Name	Telephone	Email
Authorizing Contact	Danny Defalco	(408) 981-7079	Danny@efuelco.com
Account Representative	Rick Masto	(408) 332-2855	Rick@efuelco.com
CC Area Manager	Abel Garcia	(408) 802-0184	abel@efuelco.com
Director of Operations	Gabe Smith	(408) 316-5735	gabriel@efuelco.com

Service 2: Off-Site Fuel Card Program (Pacific Pride)

Personnel	Name	Telephone	Email
Account Representative	Rick Masto	(408) 332-2855	Rick@efuelco.com
Cardlock Customer Service	Renee Ramirez	(805) 666-9771	renee@efuelco.com
Cardlock Billing	Michelle Gonzales	(559) 214-0840	michelle@efuelco.com
Cardlock Coordinator	Nozly Catron	(408) 642-0358	nozly@efuelco.com

Fueling Services RFP #2024-01

Insurance and License Requirements

The Bidder is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth in Exhibit 3.

Such insurances and license required shall remain in full force and effect throughout the term of this Agreement.

The insurance requirements specified in this section shall apply to the Bidder and any subcontractors, suppliers, temporary workers, independent Bidders, leased employees, or any other persons, firms or corporations that the Bidder authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”).

To the extent that any Agent does not procure and maintain such insurance coverage, the Bidder shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Bidder’s indemnity obligation as to itself or any of its Agents in the absence of coverage.

The Bidder is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability and automobile insurance shall **not be less than \$1 million**.

In the event the Bidder or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Bidder’s insurance be primary without any right of contribution from the RTA.

Prior to beginning work under this Agreement, the Bidder shall provide the RTA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Business License

- a. A valid Business License Permit authorizing the Bidder to perform the work as detailed in the Scope of Services must be obtained and remain valid during the term of this Agreement. To apply for a general County of San Luis Obispo Business License, complete the Business License Application and email to ttc@co.slo.ca.us or mail to 1055 Monterey Street, Suite D290, San Luis Obispo, CA 93408.

County of San Luis Obispo Business License Application:

<https://www.slocounty.ca.gov/Departments/Auditor-Controller-Treasurer-Tax-Collector-Public-/Forms-Documents/Business-License/Application-for-Business-License.pdf>

County of San Luis Obispo Business License Renewal:

<https://services.slocountytax.org/bl/Renew/Renew1/BusinessLicense>

2. Workers' Compensation and Employers' Liability Insurance

Worker's Compensation and Employer's Liability insurance is required for all employees of the Bidder as required by California law. The Bidder shall provide the following:

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employer's Liability coverage with **minimum limits of \$1million**. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- i. Waiver of Subrogation

- ii. Commercial General Liability Insurance

1. Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage with a **minimum of \$1million** per occurrence or claim and a **general aggregate limit of a minimum of \$1million**. Such insurance shall cover all of the Bidder's operations both at and away from the project site, commencing upon the RTA's issuance of a written Notice to Proceed, unless sooner terminated pursuant to Section 17 of the Agreement.

- a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below.

Products and completed operations insurance shall be maintained for one (1) year following termination of this Agreement.

3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with

a combined single limit of a **minimum of \$1million per occurrence.**

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below.

Endorsements

- c. *Additional Insured.* The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the RTA and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- d. *Waiver of Subrogation.* The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the RTA and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- e. *Primary Insurance.* The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the RTA.
- f. *Severability of Interests or Cross Liability.* The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the RTA as an Additional Insured shall not in any way affect the RTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Bidder. Said policy shall protect the Bidder and the RTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

I. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the RTA property, the Bidder shall provide the RTA with a certificate evidencing insurance coverage through PlanetBids, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Bidder's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the RTA's Director of Administration/Chief Financial Officer (CFO).

II. General Provisions

- g. *Notice of Cancellation.* The policies shall provide that the Bidders' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the RTA's Deputy Director of Administration/CFO.
- h. *Acceptable Insurers.* All policies shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the RTA and shall be issued specifically as primary insurance.
- i. *Self-insurance.* Upon evidence of financial capacity satisfactory to the RTA and the Bidder's agreement to waive subrogation against the RTA respecting any and all claims that may arise, the Bidder's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
- j. *Failure to Maintain Insurance.* All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of the Bidder's personnel and equipment have been removed from the RTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

III. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- k. Policy retroactive date coincides with or precedes the Bidder's start of work (including subsequent policies purchased as renewals or replacements).
- l. The Bidder shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named

insureds.

- m. If insurance is terminated for any reason, the Bidder agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
- n. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

IV. Deductibles and Retentions

The Bidder shall be responsible for payment of any deductible or retention on the Bidder's policies without right of contribution from the RTA.



FUELING SERVICES
RFP#2024-01 Addendum 2 dated 2/12/2024
COST PROPOSAL

BIDDER INFORMATION:

Fuel Types: All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines. The Fuel Card Program must have standard 87 octane unleaded gasoline and diesel #DS2 fuel available at multiple filling stations available throughout San Luis Obispo County and throughout the State of California. All fuels (either delivered via wet-hose fueling or obtained via the fuel car program) must meet all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA, or purchase by the RTA.

Term: The is Cost Proposal shall be for the term of one (1) year term. It is the RTA's intent to award an annual contract to perform the mobile fueling services and a fuel card program, with four (4) one-year term extensions, for a total possible contract term of five (5) consecutive years. Agreement costs for the remaining four (4) one-year optional terms will be negotiated annually, 60 days prior to the current year term ending. The RTA reserves the right to cancel or amend the contract term upon thirty (30) calendar day written notice of Bidder if such action is in the best interest of the RTA.

Proposing: A Bidder may choose to submit a proposal for Service 1: Mobile Wet-Hose Fueling of Diesel Fuel and Diesel Exhaust Fluid (DEF) and/or Service 2: Fuel Card Program to allow the RTA fleet to purchase fuel at various filling stations throughout San Luis Obispo County and the State of California.

SERVICE 1: MOBILE WET-HOSE FUELING OF DIESEL AND DEF

During the course of any resultant agreement diesel fuel pricing shall be based upon **daily opening 10:00am Eastern Time (ET) published OPIS UNBRANDED LOW RACK WITH CAR COST for BAKERSFIELD, CALIFORNIA (OPIS ID#858)** report for diesel ultra-low sulfur (ULS) "Contract Low" on the day of delivery. This price, plus all applicable taxes and Government fees, along with the Bidder's mark-up margin, shall be the price billed to the RTA. Documentation of the **daily 10:00am ET OPIS UNBRANDED LOW RACK WITH CAR COST for BAKERSFIELD, CALIFORNIA** report (including the date and time), shall be provided with each billing submitted to the RTA.

Per gallon mark-up margin and delivery fees shall be used in determining the overall lowest cost to the RTA for mobile fuel deliveries.

All delivery and freight fees must be listed on a separate line item and not included in the mark-up.

COST PROPOSAL TERMS – TABLE 1**Column A:**

- **Location:** The RTA has three (3) facility locations in San Luis Obispo County that will require mobile fueling services for on-site delivery and dispensing of Diesel Fuel and Diesel Exhaust Fluid (DEF) to heavy-duty transit buses. The Bidder must be able to service these three locations.

Column B:

- **Fuel Type:** Fuel types include diesel and DEF. All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines that meets all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA.

Column C:

- **Estimated Monthly Usage:** The RTA has provided an estimated usage per gallon based on historical RTA monthly use. This monthly usage is an *estimate only* and provided only as guidance for the Bidder. The RTA reserves the right to increase or decrease quantities based on actual need.

Column D:

- **Estimated Annual Usage:** The estimated annual usage is based on the RTA's Fiscal Year 2023 usage for Diesel and DEF. This annual usage is an *estimate only* and provided only as guidance for the Bidder. The RTA reserves the right to increase or decrease quantities based on actual need.

Column E:

- **Unit of Measure:** The unit of measure for this cost proposal shall be based on a per gallon cost.

Column F:

- **SAMPLE OPIS:** The Oil Price Information Service (OPIS) is a standard fuel price index used across the country. For the purpose of evaluating this RFP, the RTA will use the daily opening 10:00am Eastern Time (ET) OPIS BAKERSFIELD, CA (OPIS ID#858) published report for rack pricing for CARB Diesel Fuel Ultra Low Sulfur (ULS) prices with CAR (Cap & Trade Costs-at-the-Rack), published on ~~December 14, 2023~~ **January 2, 2024**. For purpose of evaluating, the RTA will use the **“Contract Low Rack”** price as the “sample OPIS pricing” in this column. **Contract Low Rack pricing is inclusive of both the State of California Air Resources Board (CARB) emission reduction policy standards for CAR and Low Carbon Fuel Standard (LCFS) costs.**

BAKERSFIELD, CA 2024-02-01 10:00:40 EST

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST

	Terms	No.2	Move	No.2	RD	Move	No.2	NRLM	Move	Date	Time
Kern	u N-10	327.00	+ 4.00	327.50	+ 4.00	-- --	-- --	-- --	-- --	01/31	18:00
XOM	b 125-3	336.85	- .76	-- --	-- --	-- --	-- --	-- --	-- --	01/31	19:00
Chevron	b 1-10	339.62	+ 3.70	340.12	+ 3.70	-- --	-- --	-- --	-- --	01/31	18:00
Texaco	b 1-10	339.62	+ 3.70	340.12	+ 3.70	-- --	-- --	-- --	-- --	01/31	18:00
LOW RACK		327.00		327.50		-- --					
HIGH RACK		339.62		340.12		-- --					
RACK AVG		335.77		335.91		-- --					
CAP-AT-THE-RACK		42.52		42.52		-- --					
LCFS COST		10.7155		10.7155		-- --					
OPIS LOS ANGELES DELIVERED SPOT (SRI)											
FOB BAKERSFIELD		276.28		276.63		-- --					
BRD LOW RACK		336.85		340.12		-- --					
BRD HIGH RACK		339.62		340.12		-- --					
BRD RACK AVG		338.70		340.12		-- --					
UBD LOW RACK		327.00		327.50		-- --					
UBD HIGH RACK		327.00		327.50		-- --					
UBD RACK AVG		327.00		327.50		-- --					
CONT AVG-02/01		335.77		335.91		-- --					
CONT LOW-02/01		327.00		327.50		-- --					
CONT HIGH-02/01		339.62		340.12		-- --					

Column G:

- **Mark-Up per Gallon:** The price per gallon of diesel fuel and DEF shall be provided by the Bidder. The Mark-Up cost should be provided in currency. (Do not provide a percentage mark-up.)
- **Tax Exemption:** Fuel used in any motor vehicles owned by the RTA is exempt from Federal motor fuel excise taxes and should not be included in the mark-up price.

Column H:

- **Total with Mark-Up per Gallon:** The total mark-up per gallon, plus the Sample OPIS pricing to get the total with the Bidder’s mark-up per gallon. This Column shall be calculated based on the following formula: Total Mark-Up per Gallon (in currency \$) + Sample OPIS pricing (Add Column F + Column G).

Column I:

- **Estimated Annual Cost with Mark-up:** This column shall be the Bidder’s annual cost proposal per gallon of Diesel fuel and DEF (excluding Federal and State taxes). Multiply Estimated Annual Usage x Total With Mark-Up per Gallon. (Multiply Column D x Column H).

BIDDER INSTRUCTIONS:

For purposes of making an award recommendation for Diesel and DEF Mobile Wet-Hose Fueling, the Bidder shall complete fully Columns G, H and I in Table 1: Diesel Fuel & DEF Cost Proposal below. The Bidder shall add totals in Rows 7, 8 and 9.

TABLE 1: DIESEL FUEL & DEF COST PROPOSAL

	A	B	C	D	E	F	G	H	I
	LOCATION	FUEL TYPE	ESTIMATED MONTHLY USAGE	ESTIMATED ANNUAL USAGE	UNIT OF MEASURE - MENT (UOM)	SAMPLE OPIS <i>(Pricing \$ per Gallon "Contract Low" from OPIS BAKERSFIELD, CA #858 with CAR) 1/02/2024</i>	MARK-UP PER GALLON <i>(over/under the daily OPIS "Contract Low" price listed in Column F). Show price as dollar currency \$. Excluding applicable taxes & fees)</i>	TOTAL (WITH MARK-UP PER GALLON) <i>(Add Column F+ Column G)</i>	ESTIMATED ANNUAL COST <i>(Multiply Column D x Column H)</i>
1	Bus Maint. Facility (BMF) 253 Elks Lane San Luis Obispo, CA 93401	DIESEL	8,800	105,600	GALLON	\$3.27	\$.50	\$ 3.77	\$ 398,112.00
2		DEF	125	1,500	GALLON	\$0	\$ 4.95	\$ 4.95	\$ 7,425.00

	A	B	C	D	E	F	G	H	I
3	SCT 840 Rodeo Drive Arroyo Grande, CA 93420	DIESEL	3,300	39,600	GALLON	\$3.27	\$.50	\$ 3.77	\$ 149,292.00
4		DEF	88	1,056	GALLON	\$0	\$4.95	\$ 4.95	\$ 5,527.20
	A	B	C	D	E	F	G	H	I
5	Paso Robles 7234 Paso Robles St Paso Robles, CA 93446	DIESEL	5,700	68,400	GALLON	\$3.27	\$.50	\$ 3.77	\$ 257,868.00
6		DEF	165	1,980	GALLON	\$0	\$4.95	\$ 4.95	\$ 9,801.00
				D					I
7	TOTAL ESTIMATED ANNUAL USAGE DIESEL FUEL (GALLONS)			213,600	ESTIMATED ANNUAL TOTAL WITH MARK-UP (DIESEL) <i>(Add Rows 1, 3 & 5)</i>				\$ 805,272.00
8	TOTAL ESTIMATED ANNUAL USAGE DEF (GALLONS)			4,536	ESTIMATED ANNUAL TOTAL WITH MARK-UP (DEF) <i>(Add Rows 2, 4 & 6)</i>				\$ 22,753.20
								DIESEL FUEL & DEF TOTAL COST PROPOSAL <i>(Add Rows 7 + 8)</i>	
9									\$ 828,025.20

COST PROPOSAL TERMS – TABLE 2**Column J:**

- **Location:** The RTA has three (3) facility locations in San Luis Obispo County that will require mobile fueling services for on-site delivery and dispensing of Diesel Fuel and Diesel Exhaust Fluid (DEF) to heavy-duty transit buses. The Bidder must be able to service these three locations.

Column K:

- **Buses at Location:** This column indicates the total number of buses typically parked overnight at the following RTA locations that will require mobile wet-hose refueling. This fleet total number is an estimate only and provided only as guidance for the Bidder. The RTA reserves the right to increase or decrease quantities based on actual need.

Column L:

- **Fuel Type:** Fuel types include diesel and DEF. All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines that meets all applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect for the distributor at the time of delivery to the RTA.

Column M:

- **Delivery Fee per Location:** The Bidder shall provide its fee for on-site delivery and mobile wet-hose refueling per each of the RTA locations listed in Column J. The delivery fee should be listed as currency (do not list as a percentage) and shall include fees for both Diesel fuel and DEF. Delivery fees shall be inclusive of travel time and/or travel labor. The RTA has provided an estimated usage per gallon based on historical RTA monthly use. This monthly usage is an *estimate only* and provided only as guidance for the Bidder. The RTA reserves the right to increase or decrease quantities based on actual need.

Column N:

- **Service Frequency per Week:** The RTA requires wet-hose mobile refueling services approximately 5-6 times per week. (Refer to Exhibit 1 – Scope of Services, Section B and Section D for additional delivery details). Diesel Fuel and DEF deliveries shall occur Monday through Friday from 11:00pm to 5:00am. This schedule is subject to change at the sole discretion of the RTA.

Column O:

- **Annual Service Frequency:** This is the annual occurrences that the RTA will require wet-hose mobile refueling services at its three (3) locations. The annual frequency is an estimate only to provide guidance to the Bidder. This amount is subject to change at the discretion of the RTA. This amount does not include return, missed trips, or emergency call-backs.

Column P:

- **Estimated Annual Delivery Fees:** The estimated annual delivery fees are calculated by the delivery fee per location amount multiplied by the annual service frequency (Column M x Column O)

Column Q:

- **Other Fees:** If applicable (Rows 8-11), the Bidder shall provide a list of other fees associated with wet-hose mobile refueling operations (excluding Federal, State, or Local taxes). This amount should be provided as currency (do not provide as a percentage). If no additional applicable fees, list as \$0.

Column R:

- **Other Fees Description:** If the Bidder has provided a cost proposal for other fees associated with wet-hose mobile refueling operations (in Rows 8-11), please provide a description of that fee. (excluding Federal, State, or Local taxes). This amount should be provided as currency (do not provide as a percentage). If no additional applicable fees, list as \$0.

BIDDER INSTRUCTIONS – TABLE 2: DELIVERY FEES & OTHER COST PROPOSAL

For purposes of making an award recommendation for Diesel & DEF Mobile Wet-Hose Fueling, the Bidder shall complete Columns M and Column P in Table 2: Delivery Fees & Other Cost Proposal below. In Box Q Row 7, add the totals listed in Column P Rows 1-6. The Bidder shall complete Column R and Column S, if applicable.

TABLE 2: DELIVERY FEES & OTHER COST PROPOSAL

#	J LOCATION	K BUSES AT LOCATION	L FUEL TYPE	M DELIVERY FEE PER LOCATION	N SERVICE FREQUENCY PER WEEK <i>(occurrence listed in days/week)</i>	O ANNUAL SERVICE FREQUENCY <i>(occurrence listed in days/year)</i>	P ESTIMATED ANNUAL DELIVERY FEES <i>(Column M x Column O)</i>
1	Bus Maint. Facility (BMF) 253 Elks Lane San Luis Obispo, CA 93401	15	DIESEL	\$ 69	6	312	\$ 21,528
2			DEF	\$ 0			\$ 0
#	J	K	L	M	N	O	P
3	SCT 840 Rodeo Drive Arroyo Grande, CA 93420	6	DIESEL	\$ 69	5	260	\$ 17,940
4			DEF	\$ 0			\$ 0

#	J	K	L	M	N	O	P
5	Paso Robles 7234 Paso Robles St Paso Robles, CA 93446	12	DIESEL	\$ 69	5	260	\$ 17,940
6			DEF	\$ 0			\$ 0
#							Q
7	TOTAL ESTIMATED ANNUAL DELIVERY FEES <i>(Add Column P, Rows 1-6)</i>						\$ 57,408

#	R OTHER FEES (Amount in Currency \$)	S OTHER FEES DESCRIPTION
8	\$ 0	None
9	\$	
10	\$	
11	\$	

NOTE:

Payment: Only the actual quantities of diesel fuel and DEF dispensed to RTA vehicles, as verified by fuel tickets, shall be invoiced. No additional payment will be made for travel time or travel labor. Invoices shall be submitted in a **csv.file** format acceptable to the RTA required for import in the maintenance software. (Refer to Exhibit 1 – Scope of Services).

The undersigned Bidder hereby proposes and agrees to furnish any and all materials, equipment, tools, labor and services for **Service 1 - Wet-Hose Mobile Fueling** as specified in Exhibit 1 - Scope of Services.

The undersigned Bidder certifies that this cost proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Bidder (Business Name PRINT) : eFUEL, LLC

Bidder Representative Name (PRINT): Rick Masso

Signature: *Rick Masso*

Date: 2-28-2024

SERVICE 2: FUEL CARD PROGRAM

The Bidder shall multiply the estimated annual usage by the proposed discount and subtract any other additional fees to calculate the total estimated discount. The RTA will check the math and award cost proposal points based on the estimated annual discount.

The proposed discount off the advertised pump price per gallon **can be** shown in currency **or percentage** discount. **If a percentage is the method for discounting and it varies based on location, please provide the information based on San Luis Obispo and provide additional attachments to clarify how this process works.**

(Discount must be in removal of Federal/Exempt taxes).

COST PROPOSAL TERMS – TABLE 3

For purposes of making an award recommendation, the Bidder shall complete Column C and Column D in Table 3: Fuel Card Program Cost Proposal below. The Bidder shall provide the total estimated annual discount in Row 4 by adding Rows 1 and 2, less Row 3.

Column A:

- **Fuel Type:** Fuel types include unleaded gasoline and diesel. Unleaded gasoline shall be 87 Octane. All Diesel Fuel supplied must be Grade No. DS2, a low-sulfur (15 ppm max), general-purpose, middle distillate fuel for automotive diesel engines. All fuels shall meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulations in effect at the time of purchase.

Column B:

- **Estimated Annual Quantity:** This is the annual amount of fuel purchased in gallons through the fuel card program. The RTA has provided an estimated usage per gallon based on historical RTA fuel card purchases. This quantity is an estimate and provided only as guidance for the Bidder. The RTA reserves the right to increase or decrease quantities based on actual need.

Column C:

- **Sample OPIS Pricing:** The Oil Price Information Service (OPIS) is a standard fuel price index used across the country. For the purpose of evaluating this RFP, the RTA will use the daily opening 10:00am Eastern Time (ET) OPIS BAKERSFIELD, CA (OPIS ID#858) **with CAR Cost** published report for rack pricing for unleaded gasoline on ~~December 14, 2023~~ **January 2, 2024** “Contract **Low**” price

as the sample OPIS pricing for **CARFG Ethanol 10%** and **CARB Ultra Low Sulfur (ULS) Distillate** on ~~December 14, 2023~~ **January 2, 2024** "Contract Low" price as the sample OPIS pricing for diesel in Column C. **Contract Low pricing is inclusive of both the State of California Air Resources Board (CARB) emission reduction policy standards for CAR and Low Carbon Fuel Standard (LCFS) costs.**

BAKERSFIELD, CA 2024-02-01 10:00:40 EST

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Kern	u N-10	284.00	- 6.00	299.00	- 6.00	314.00	- 6.00	01/31	18:00
Chevron	b 1-10	318.50	+ 4.70	336.80	+ 4.70	349.80	+ 4.70	01/30	18:00
Texaco	b 1-10	318.50	+ 4.70	336.80	+ 4.70	349.80	+ 4.70	01/30	18:00
XOM	b 125-3	323.11	- 1.03	336.83	- 1.04	353.53	- 1.03	01/31	19:00
Shell	b 125-3	325.56	+ 2.03	341.25	+ 2.03	360.99	+ 2.02	01/31	18:00
LOW RACK		284.00		299.00		314.00			
HIGH RACK		325.56		341.25		360.99			
RACK AVG		313.93		330.14		345.62			
CAP-AT-THE-RACK		33.39		33.39		33.43			
LCFS COST		9.3490		9.3490		9.3490			
OPIS LOS ANGELES DELIVERED SPOT (SRI)									
FOB BAKERSFIELD		259.37		269.99		285.93			
BRD LOW RACK		318.50		336.80		349.80			
BRD HIGH RACK		325.56		341.25		360.99			
BRD RACK AVG		321.42		337.92		353.53			
UBD LOW RACK		284.00		299.00		314.00			
UBD HIGH RACK		284.00		299.00		314.00			
UBD RACK AVG		284.00		299.00		314.00			
CONT AVG-02/01		313.93		330.14		345.62			
CONT LOW-02/01		284.00		299.00		314.00			
CONT HIGH-02/01		325.56		341.25		360.99			
BAKERSFIELD, CA									
LOW RETAIL		393.40							
AVG RETAIL		456.80							
LOW RETAIL EX-TAX		302.19							
AVG RETAIL EX-TAX		366.74							

BAKERSFIELD, CA 2024-02-01 10:00:40 EST

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

	Terms	No.2	Move	RD	Move	NRLM	Move	Date	Time
Kern	u N-10	327.00	+ 4.00	327.50	+ 4.00	-- --	-- --	01/31	18:00
XOM	b 125-3	336.85	- .76	-- --	-- --	-- --	-- --	01/31	19:00
Chevron	b 1-10	339.62	+ 3.70	340.12	+ 3.70	-- --	-- --	01/31	18:00
Texaco	b 1-10	339.62	+ 3.70	340.12	+ 3.70	-- --	-- --	01/31	18:00
LOW RACK		327.00		327.50		-- --	-- --		
HIGH RACK		339.62		340.12		-- --	-- --		
RACK AVG		335.77		335.91		-- --	-- --		
CAP-AT-THE-RACK		42.52		42.52		-- --	-- --		
LCFS COST		10.7155		10.7155		-- --	-- --		
OPIS LOS ANGELES DELIVERED SPOT (SRI)									
FOB BAKERSFIELD		276.28		276.63		-- --	-- --		
BRD LOW RACK		336.85		340.12		-- --	-- --		
BRD HIGH RACK		339.62		340.12		-- --	-- --		
BRD RACK AVG		338.70		340.12		-- --	-- --		
UBD LOW RACK		327.00		327.50		-- --	-- --		
UBD HIGH RACK		327.00		327.50		-- --	-- --		
UBD RACK AVG		327.00		327.50		-- --	-- --		
CONT AVG-02/01		335.77		335.91		-- --	-- --		
CONT LOW-02/01		327.00		327.50		-- --	-- --		
CONT HIGH-02/01		339.62		340.12		-- --	-- --		

Column D:

- Proposed Mark-Up or Discount off Pump Price/Gallon:** The Bidder shall provide its proposed mark-up or discount applied to the daily OPIS Bakersfield rack price when purchasing fuel at a one of the approved fuel card program locations. (List the mark-up amount as a positive number. List the discount as a negative number). List the mark-up/discount as either a dollar currency or a percentage. If a percentage is the method for discounting and it varies based on location, please provide the information based on San Luis Obispo and provide additional attachments to clarify how this process works. The Bidder shall provide this amount for both gasoline and diesel fuel types. (Column D for both Row 1 and Row 2)

Column E:

- **Total Estimated Per Gallon Price:** The Bidder shall add the sample OPIS pricing per gallon to the Bidder price per gallon to get the total estimated per gallon price of both gasoline (87 Octane) and diesel (#2 low sulfur) fuels. (Add Column C + Column D for both Row 1 and Row 2)

Column F:

- **Total Estimated Annual Price:** The Bidder shall provide the total estimated annual price when purchasing fuel from the fuel card program for both gasoline (87 Octane Regular Unleaded) and diesel (#DS2 low sulfur). This total shall be provided in currency (Do not provide as a percentage). This amount is calculated by multiplying the estimated annual quantity in gallons by the total estimated per gallon price. (Multiply Column B x Column E for both Row 1 and Row 2)

BIDDER INSTRUCTIONS – TABLE 3: FUEL CARD PROGRAM COST PROPOSAL

For purposes of making an award recommendation for the Fuel Card Program, the Bidder shall complete Column D, Column E and Column F for both Row 1 (gasoline) and Row 2 (diesel) in Table 3: Fuel Card Program Cost Proposal below.

In Row 3, the Bidder shall provide the cost of any additional fees or charges, if applicable.

The Bidder shall provide the total estimated annual price in Row 4 by adding Column F, Rows 1 - 3.

TABLE 3: FUEL CARD PROGRAM COST PROPOSAL

#	A	B	C	D	E	F
	FUEL TYPE	ESTIMATED ANNUAL QTY (GALLONS) (Purchased on Fuel Cards)	SAMPLE OPIS with CAR (Pricing \$ per Gallon “Contract Low ” from OPIS BAKERSFIELD, CA #858) 1/2/2024¹	BIDDER PRICE PER GALLON (including mark-up or discounts applied) (List as a + or – Dollar \$ Currency or percentage % ²)	TOTAL ESTIMATED PER GALLON PRICE (Add Column C + Column D)	TOTAL ESTIMATED ANNUAL PRICE ³ (\$ Currency) (Multiply Column B x Column E)
1	87 Octane Gasoline (Regular Unleaded)	73,000	\$2.84	\$.2279	\$ 3.0679	\$ 223,956.70
2	Diesel #DS2 Ultra Low Sulfur (ULS)	15,700	\$3.27	\$.2433	\$ 3.5133	\$ 55,158.81
3	Add any additional fees or charges					\$
4	TOTAL ESTIMATED ANNUAL PRICE¹ (Add Column F, Rows 1 – 3)					\$ 279,115.51

¹The OPIS Bakersfield January 2, 2024 pricing shall be used for evaluation purposes. The actual fuel card program will be based on the “at-pump” price and the per-gallon discount applied when the fuel cards are used.

²If a percentage is the method for discounting and it varies based on location, please provide the information based on San Luis Obispo and provide additional attachments to clarify how this process works.

³Total annual price excludes any applicable federal, state, local taxes. Note: Fuel used in any motor vehicles owned by the RTA is exempt from Federal motor fuel excise taxes and should not be included in the mark-up price.

Row 3 Additional Fees: Please provide a description of the additional annual fees or charges if applicable (such as one-time set-up fees, replacement card fee, etc). If no additional fees or charges apply, list the total in Row 3 as zero dollars (\$0).

The Bidder agrees that all fuels purchased through the fuel card program shall meet or exceed all Federal, State, Local, and automotive manufacturer’s standards. The Fuel Card Program shall be in accordance with all applicable laws, codes and ordinances.

Mandatory Questions:

- | | | |
|--|----------|---|
| 1. Is your company able to provide daily OPIS reporting for Bakersfield, CA #858 for both gasoline and diesel fuels? | YES / NO | No. OPIS is proprietary and we could lose our access. |
| 2. Is your company able to provide daily & bi-monthly reports in a csv.file format? | YES / NO | Yes |
| 3. Does the Fuel Card program must have online access to view reports, usage, costs, vehicle ID#, employee, etc.? | YES / NO | Yes |
| 4. Does the Fuel Card Program have multiple filling stations (with 87 Octane gasoline & Diesel #DS2 low sulfur) available throughout San Luis Obispo County and the State of California? | YES / NO | Yes |

The undersigned Bidder hereby proposes and agrees to furnish any and all materials, equipment, tools, labor and services for **Service 2 – Fuel Card Program** in Exhibit 1 - Scope of Services.

The undersigned Bidder certifies that this cost proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

Bidder (Business Name PRINT) : eFUEL, LLC

Bidder Representative Name (PRINT): Rick Masso

Bidder Signature: *Rick Masso*

Date: 2-28-2024

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED PROCUREMENT CLAUSES**

The San Luis Obispo Regional Transit Authority (RTA) hereby designates that it is the responsibility of the Proposer/Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this Purchase Order or Contract Agreement are adhered to by the Bidder and its Sub-Bidders when applicable.

In accordance with 49 U.S.C. § 5325(a), the RTA shall ensure that all procurement transactions will be all be conducted in a manner that provides full and open competition.

The RTA reserves the right to cancel the solicitation, without penalty, and at its sole discretion.

Acknowledgement of FTA Required Contract Clauses (Procurement Terms and Conditions)

By signature below, the Bidder (or designated representative of the Bidder) agrees to comply with Federal Procurement Terms and Conditions outlined below. The Federal Transit Administration (FTA) clauses listed below are herein incorporated into the Purchase Agreement Terms and Conditions for the RTA.

Date: 2-28-2024

Business/Bidder Name (Print): eFUEL, LLC

Representative Name (Print): Rick Masso Title (Print): Director of Regional Sales

Representative Signature: *Rick Masso*

Contract Type: Professional Services / Goods > \$100,000.00

Purchase Order/Contract No: RFP #2024-01 Fueling Services Amount: > \$100,000

San Luis Obispo Regional Transit Authority
Appendix D – FTA Procurement Clauses

Sec.	Federal Contract Clause	Applicability to Type of Contract
1	No Government Obligation to Third Parties	Value > \$10K, except Construction Contracts > \$2K
2	Notification to FTA Legal Matters Affecting Federal Government, Additional Notice to US DOT Inspector General)	Value > \$25K
3	Program Fraud and False or Fraudulent Statements and Related Acts	Value > \$10K, except Construction Contracts > \$2K
4	Access to Records, Reports & Sites	All
5	Federal Changes	All
6	Civil Rights Laws & Regulations (Non Discrimination, Title Vi, Equal Employment Opportunity, Special DOL Equal Employment Clause, ADA Access)	All
7	Incorporation of FTA Terms	Value > \$10K, except Construction Contracts > \$2K
8	Free Speech & Religious Liberty	All
9	Federal Termination Rights	All
10	Government-Wide Debarment and Suspension (Non-procurement)	Value > \$25K
11	Termination	Value > \$10K, except Construction Contracts > \$2K
12	Violation & Breach of Contract	Value > \$250K
13	Lobbying	Value > \$100K
14	Cargo Preference Requirements	Equipment/Material/Commodities Transported By Ocean Vessels
15	Fly America Requirements	When Air Transportation Between the U.S. and Outside the U.S. and Paid By FTA Funds
16	Employee Protections (#1) Davis-Bacon Prevailing Wage Davis-Bacon and Copeland Anti-Kickback Acts, and (#2) Contract Work Hours and Safety Standards Act)	#1) Prime Construction Contracts > \$2K #2) All Contracts that Involve Employment of Laborers or Mechanics Value > \$100K
17	Seismic Safety Requirements	New Construction/Additions to Existing Buildings
18	Veterans Employment	Capital Projects
19	Bonding Requirements	Construction or Facility Improvement Contracts Value > \$250K
20	Public Transportation Employee Protective Arrangements	Transit Operations Contracts
21	Charter Bus Requirements	Charter Operations Service (N/A for RTA)
22	School Bus Requirements	School Bus Operations Service (N/A for RTA)
23	Motor Carrier Safety	Transit Operations Contracts
24	Safe Operations of Motor Vehicles (Seat Belt Use, Distracted Driving & Subcontracts)	All
25	Ban Text Messaging While Driving	Value > \$10K, except Construction Contract > \$2K
26	Substance Abuse (Drug and Alcohol Testing)	Transit Operations Contracts that Perform Safety Sensitive Functions
27	Buy America Requirements	Value > \$150K for Contracts that Involve the Purchase of Iron, Steel, Manufactured Goods or Rolling Stock
28	Prohibition of Telecommunications / Surveillance Equipment	All

San Luis Obispo Regional Transit Authority
Appendix D – FTA Procurement Clauses

29	Air Pollution & Fuel Economy	Rolling Stock Acquisition
30	Rolling Stock Limitations	Rolling Stock Acquisition
31	Pre-Award and Post Delivery Audit of Rolling Stock Purchases	Rolling Stock Acquisition
32	Bus Testing	Rolling Stock Acquisition
33	Environmental Protections (NEPA, Environmental Justice, Clean Air Act & Clean Water Act, Historic Preservation, Indian Sacred Sites, Corridor Preservation)	Construction > \$150K
34	Clean Air Act & Federal Water Pollution Control Act	Value > \$150K
35	Energy Conservation Requirements	Construction > \$250K
36	Recycled Products (Solid Wastes)	EPA designated items Value > \$10K In Fiscal Year
37	Intellectual Property / Patent Rights & Rights in Data (Rights to Inventions Made by Nonprofit and Small Business)	Research Projects Only
38	Conformance with National ITS Architecture Policy	Contracts and Solicitations for National Intelligent Transportation System projects only
39	NTD Reporting	Transit Operations Contracts
40	Trafficking in Persons	All
41	Disadvantaged Business Enterprise (DBE) Requirements	Value > \$250K
FTA Certifications (Complete Only IF Applicable)		
	Debarment and Suspension Certification	Value > \$25K
	Buy America Certification	Value > \$150K for Contracts that Involve the Purchase of Iron, Steel, Manufactured Goods or Rolling Stock
	Lobbying Certification	Value > \$100K
	Bus Testing Certification of Compliance	Rolling Stock Acquisition
	Transit Vehicle Manufacturer (TVM) DBE Certification	Rolling Stock Acquisition
	Federal Motor Vehicle Safety Standards (FMVSS) Certification	Rolling Stock Acquisition
	Tax Liability Certification	All

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Bidder shall comply with the following applicable FTA requirements. For purposes of these clauses, the THE RTA shall be the RTA (FTA recipient) that is entering into an Agreement with the Bidder.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

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

2. **NOTIFICATION TO FTA.** *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Bidder must promptly notify the THE RTA, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Bidder must 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.

- A. **Types of Legal Matters Requiring Notification.** 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 as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Bidder must promptly notify the THE RTA, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Bidder 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the THE RTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the THE RTA. It also applies to subBidders at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a

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criminal or civil investigation by a Federal, state, or local law enforcement or other investigative The RTA, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Bidder. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of the THE RTA, including divisions tasked with law enforcement or investigatory functions.

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Bidder to the extent the Federal Government deems appropriate.
- B. Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Bidder, to the extent the Federal Government deems appropriate.
- C. Bidder shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subBidder who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, & SITES.

- A. **Record Retention.** Bidder shall retain, and will require its subBidders of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** Bidder shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Bidder shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** Bidder shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the The RTA, and their duly authorized representatives to inspect and audit records and information

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related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance. Bidder shall permit FTA, the The RTA, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.

5. FEDERAL CHANGES. Bidder shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the San Luis Obispo Regional Transit Authority (RTA) and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Bidder's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS. The THE RTA must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an THE RTA or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Bidder must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; **(c)** denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Bidder must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Bidder must:

1. Bidder must prohibit discrimination based on race, color, or national origin,

2. Bidder must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and

3. Bidder must follow: **(a)** the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Bidder must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with

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Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Bidder must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. **Affirmative Action.** If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Bidder must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
 3. **Indian Tribe.** Bidder recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
 4. **Equal Employment Opportunity for Construction Activities.** When undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Bidder must comply with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
7. **INCORPORATION OF FTA TERMS.** *[These requirements do not apply to micro- purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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, and 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 the contract. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any requests of the THE RTA that would cause the THE RTA to be in violation of the FTA terms and conditions. Bidder shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. **FREE SPEECH & RELIGIOUS LIBERTY.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
9. **FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government’s right to terminate as described in 2 CFR § 200.340.
10. **DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.** *[This requirement does not apply to contracts and subcontracts under \$25,000.]*

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- A. Bidder shall comply and facilitate compliance with U.S. DOT regulations, “Non- procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Bidder shall verify that its principals, affiliates, and subBidders are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or THE RTA to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the THE RTA. If it is later determined by the THE RTA that Bidder knowingly rendered an erroneous certification, in addition to remedies available to the THE RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidder shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 11. TERMINATION.** *[These requirements do not apply to micro- purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The THE RTA must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the THE RTA, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

- 12. VIOLATION & BREACH OF CONTRACT.** *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]*

Unless otherwise provided for by the THE RTA, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of THE RTA. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Bidder mails or otherwise furnishes a written appeal to the authorized representative of THE RTA. In connection with any such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of THE RTA shall be binding upon Bidder, and Bidder shall abide by the

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decision.

- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Bidder shall continue to perform the obligations required of Bidder during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.
- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the THE RTA or Bidder shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS. *[These requirements do not apply to contracts and subcontracts under \$100,000.]*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any The RTA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the THE RTA.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS). *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A. Bidder shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. Bidder shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Bidder in the case of a subBidder's bill-of-lading); and
- C. Bidder shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA. *[These requirements apply to contracts and subcontracts involving the*

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transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Bidders, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Bidder, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Bidder selects a carrier other than a U.S.-flag air carrier for international air transportation, then Bidder shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- E. Bidder shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS.

- A. **Prevailing Wage & Anti-Kickback.** *[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]*
 - 1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Bidder shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Bidder will comply with the Davis- Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the

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statute, Bidder shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2. In addition, Bidder shall pay wages not less than once a week. Bidder shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Bidders and SubBidders on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction.

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Bidder shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Bidder shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, Bidder and any subBidder responsible therefor shall be liable for the unpaid wages. In addition, Bidder and subBidder shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or subBidder under any such contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subBidder for unpaid wages and liquidated damages as provided in this section.
4. Bidder or subBidder shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subBidders to include these

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clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subBidder or lower tier subBidder with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Bidder shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.
 2. Bidder shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 3. Such records maintained under this paragraph shall be made available by Bidder for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Bidder will permit such representatives to interview employees during working hours on the job.
 4. Bidder shall require the inclusion of the language of this clause within subcontracts of all tiers.
- 17. SEISMIC SAFETY.** *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Bidder shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Bidder shall ensure that all work performed under this Contract, including work performed by a subBidder, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

- 18. VETERANS EMPLOYMENT.** *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Bidder shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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- 19. BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]*

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the THE RTA if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Bidder for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Bidder’s obligations under such contract.
- C. A payment bond on the part of Bidder for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- 20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These requirements apply only to contracts for transit operations performed by employees of Bidders and subBidders recognized by FTA to be a transit operator.]*

Bidder shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Bidders providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- D. **Flow Down.** Bidder shall include the substance of this clause in each subcontract that may involve operating public transit services.

- 21. CHARTER SERVICE.** *[These requirements apply to contracts for operating public transportation service.]*

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- A. Bidder shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of 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 as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, “Charter Service,” 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.
- B. If Bidder engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subBidder operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or **(3)** any other appropriate remedy that may apply.
- C. Bidder should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS. *[These requirements apply to contracts for operating public transportation service.]*

Bidder shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, “School Bus Operations,” 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance, except as FTA determines otherwise in writing. If Bidder violates these school bus requirements, then FTA may bar Bidder from receiving Federal assistance for public transportation or require Bidder to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Bidder may not use federally-funded equipment, vehicles, or facilities. Bidder should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY. *[These requirements apply to contracts for operating bus operation service.]*

- A. **Financial Responsibility.** Bidder shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Bidder is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements.** Bidder shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration (**U.S. FMCSA**) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver’s license requirements of U.S. FMCSA regulations, “Commercial

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Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES.

- A. **Seat Belt Use.** Bidder is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Bidder or THE RTA.
- B. **Distracted Driving.** Bidder shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- C. **Subcontracts.** Bidder shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. BIDDER POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

- A. **Definitions.** As used in this clause: **(1) "driving"** means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and **(2) "text messaging"** means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Bidder is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately- owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Bidder is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: **(1)** establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and **(2)** education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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- C. Subcontracts.** Bidder shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
- 26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING).** *[These requirements apply to contracts with Bidders who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*
- A.** Bidder shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight The RTA of California, or the San Luis Obispo Regional Transit Authority (RTA), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B.** Bidder shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Bidder shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to the San Luis Obispo Regional Transit Authority (RTA), 253 Elks Lane, San Luis Obispo, California, 93401. To certify compliance, Bidder 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.
- C.** Bidder shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.
- 27. BUY AMERICA.** *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*
- A.** Bidder shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Bidder must submit to THE RTA the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B.** Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.
- 28. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.**
The THE RTA is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or

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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. Bidder shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** 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.

29. AIR POLLUTION & FUEL ECONOMY. *[These requirements apply to contracts for the purchase of rolling stock.]*

The Bidder agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS. *[These requirements apply to contracts for the purchase of rolling stock.]*

Bidder and its subBidders must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES. *[These requirements apply to contracts for the purchase of rolling stock.]*

Bidder shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Bidder shall comply with the Buy America certification(s) submitted with its offer. Bidder shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING. *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Bidder [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon

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completion of the testing, Bidder shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS. *[These requirements do not apply to Construction contracts and subcontracts under \$150,000.]*

Bidder shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Environmental Policy Act.

1. Bidder shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; **(c)** joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; **(d)** Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and **(e)** other federal environmental protection laws, regulations, and requirements applicable to Bidder.
2. Bidder shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: **(a)** joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; **(b)** joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and **(c)** other federal environmental guidance applicable to the Bidder.

B. Environmental Justice. Bidder shall promote environmental justice by following:

- (1)** Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; **(2)** U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and **(3)** the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. Other Environmental Federal Laws. Bidder shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D. Use of Certain Public Lands. Bidder shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

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- E. Historic Preservation.** Bidder shall comply with: **(1)** U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; **(2)** federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; **(3)** the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; **(4)** U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and **(5)** other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
- F. Indian Sacred Sites.** Bidder shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. *[These requirements do not apply to contracts and subcontracts under \$150,000.]*

Bidder shall ensure that it: **(A)** will not use any violating facilities; **(B)** will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” **(C)** will report violations of use of prohibited facilities to FTA; and **(D)** will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

35. ENERGY CONSERVATION. *[These requirements do not apply to Construction contracts and subcontracts under \$250,000.]*

Bidder shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES). *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]*

Bidder shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection The RTA (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: **(A)** procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; **(B)** procuring solid waste management services in a manner that maximizes energy and resource recovery; and **(C)** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA. *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*

- A.** This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Bidder shall grant the THE RTA intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Bidder may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Bidder authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- B.** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes": (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Bidder using federal assistance in whole or in part by the FTA. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C.** Unless FTA determines otherwise, Bidder performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D.** Unless prohibited by state law, upon request by the Federal Government, Bidder shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Bidder of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Bidder shall be required to indemnify the Federal Government

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- for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F. Data developed by Bidder and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Bidder identifies those data in writing at the time of delivery of the Contract work.
 - G. Bidder shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- 38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY.** *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*
- Bidder shall conform to the National Intelligent Transportation Systems (**ITS**) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.
- 39. NTD REPORTING.** As a condition of benefitting from federal assistance for public transportation operations, Bidder and its subBidders must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (**NTD**); **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; **(2)** any data on assaults on transit workers; **(3)** any data on fatalities that result from an impact with a bus; and **(4)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.
- 40. TRAFFICKING IN PERSONS.** Bidder and its subBidders or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Bidder shall inform THE RTA immediately of any information Bidder receives from any source alleging a violation of a prohibition in this section. THE RTA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the THE RTA.
- 41. DBE REQUIREMENTS.** Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the THE RTA agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
- i) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; (2) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26; and (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - ii) DBE Program Requirements. An THE RTA that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26 (DBE requirements to be provided by the RTA Administration Department for Procurements)

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DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or The RTA;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subBidders and material suppliers at all tiers, and that all subBidders and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: eFUEL LLC

Name: Rick Masso

Title: Director of Regional Sales

Signature: *Rick Masso*

SAM Unique Entity ID#: NBXFF5NCHXL1

Expiration Date: N/A

Date: 2-28-2024

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TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subBidders and material suppliers at all tiers, and that all subBidders and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: eFUEL LLC

Name: Rick Masso

Title: Director of Regional Sales

Signature: *Rick Masso*

Date: 2-28-2024



FUELING SERVICES

RFP#2024-01

CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Rick Masso

Signature of Authorizing Official

Rick Masso Director of Regional Sales

Name & Title (Print)

eFUEL LLC

Business Name (Print)

2-28-2024

Date

San Luis Obispo Regional Transit Authority
Appendix D – FTA Procurement Clauses

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an The RTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any The RTA, 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subBidders and material suppliers at all tiers, and that all subBidders and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: eFUEL LLC

Name: Rick Masso

Title: Director of Regional Sales

Signature: *Rick Masso*

Date: 2-28-2024

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-5

TOPIC: Bus Stop Improvement Services

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the Executive Director to Award a Contract for the Bus Stop Improvement Project to Aventus NV, Inc. for \$65,893.54 and On-Call Maintenance Services for up to Four 1-year Terms Following Agreement Execution

BACKGROUND/DISCUSSION:

At its November 1, 2023 meeting, the RTA Board of Directors authorized the RTA Executive Director to solicit proposals from qualified general contractors to provide minor construction activities for the three RTA bus stop locations described below, as well as for on-going passenger amenity emergency repair services using an agreed upon person-hour wage rate for one year (with three one-year extensions).

Following the Board's approval, staff solicited proposals from qualified contractors to provide bus stop improvement services (RFP #2024-02) through an online RFP/Bidding process (PlanetBids) linked on the RTA's website at <http://www.slorta.org/about-rt/request-for-proposals/>. The three RTA bus stop locations and respective work are as follows:

1. Ramona Gardens Transit Center (Grover Beach): replacement of existing shelters and transit amenities, to include two 17-foot standard dome top bus passenger shelters, solar shelter lighting, two 4-seat backless benches, two pole-mounted 20-gallon trash receptacles, one bike rack and two schedule signs.
2. Realignment of Routes 27 & 28 (Grover Beach): addition of five bus stop poles, solar push-button lighting and pole-mounted Simme-seats.
3. Templeton Park-N-Ride (Templeton): replacement of one 13-foot standard dome top bus passenger shelter, solar shelter lighting, two 3-seat backless benches, two pole-mounted 20-gallon trash receptacles, one bike rack, and one map/schedule sign.

An optional mandatory site walk was held on January 15, 2024 with proposals due on March 1, 2024 at 5:00pm. The RTA received two qualified and responsive bids for the bus stop services project. The bids received were within the estimated budget for this project.

The RTA’s evaluation team determined responsiveness of the proposal to the RTA’s expressed needs based on demonstrated competence and a cost-effective approach to provide these bus stop improvement construction services (including but not limited to carpentry, electrical, painting, metal and concrete work), and then assigned a point score according to the following grading schedule, based on the following criteria:

1. Responsiveness to RFP (10 pts). Overall quality and completeness of the proposal.
2. Technical (20 pts). Proposer’s understanding of requirements. Proposer’s compliance with applicable laws, regulations, policies and guidelines governing contracts performed by the Proposer. Quality and services to be provided by the Proposer.
3. Management Plan (20 pts). Proposer’s ability to perform the work within the time specified at the RTA locations. Qualifications of key personnel.
4. Past Performance (10 pts). Proposer’s experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity; Proposer’s prior record of performance with the RTA or others in similar venues.
5. References (10 pts). At least three references, to include recent experience, contract sizes, duration of the relationship.
6. Service Cost (30 pts). The RTA shall use the cost as a criteria in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if other criteria is not met.

The individual team member points were then averaged to determine a total quality points score and ranking for each proposer. The RTA recommends awarding the bus stop improvement services contract to Aventus NV, Inc. as the highest ranked proposal.

PROPOSER	DETERMINATION	SCORE (100 pts)	Cost (Yr 1)	Ranking
Aventus NV, Inc.	Qualified/Responsive	81	\$65,893.54	1
RCH Construction	Qualified/Responsive	50	\$67,409.80	2

All bid results and follow-up submittal documents are posted on the RTA website.

Staff Recommendation

Authorize the Executive Director to award the contract for Bus Stop Improvement Project to Aventus NV, Inc. in the amount of \$65,893.54, as well as for on-going passenger amenity emergency repair services using an agreed upon person-hour wage rate for up to four (1) one-year extensions following agreement execution.

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**BUS STOP IMPROVEMENT PROJECT
(AGREEMENT NO. 2024-02)**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
AGREEMENT FOR BUS STOP IMPROVEMENT PROJECT AT THE RAMONA
TRANSIT CENTER, ROUTES 27 & 28 AND TEMPLETON PARK-AND-RIDE
LOCATIONS**

THIS AGREEMENT is made as of the 1st day of May, 2024, by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (“RTA”) and AVENTUS NV, INC., a Nevada Corporation (“CONTRACTOR”).

WHEREAS, the RTA desires to retain CONTRACTOR to provide various bus stop improvements at the Ramona Garden Transit Center (Grover Beach), Routes 27 & 28 (Arroyo Grande) and the Templeton Park-and-Ride (Templeton) locations pursuant to the Request for Proposals dated January 15, 2024 which is incorporated herein as Exhibit A (the “Project”); and

WHEREAS, the CONTRACTOR desires to provide these services pursuant to a responsive proposal dated March 1, 2024, as set forth in Exhibit B, attached hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the RTA in accordance with the terms and conditions of this Agreement.

2. SCOPE OF WORK

The CONTRACTOR shall, at its own cost and expense, perform all work and furnish all the labor, materials, tools, equipment required to perform the scope of services, and incidentals as set forth in Exhibit C (Scope of Services), attached hereto. The RTA shall purchase and provide to the CONTRACTOR the bus shelters, simme-seats and related bus stop amenities required for this project.

The CONTRACTOR shall be responsible for storing the RTA-purchased bus shelters, simme-seats and related bus stop amenities at an approved local and secured location. The CONTRACTOR shall be responsible for transporting all above referenced equipment to the project locations.

3. AGREEMENT TERM

- a. *Contract Time for the Bus Stop Improvement Projects and Liquidated Damages:* The term of this Agreement for the three project locations identified in the scope of services shall be for a (1) one-year term that will commence upon the RTA’s issuance of a written Notice to Proceed for each location. CONTRACTOR shall begin work for each location within 10 working days from the date of the Notice to Proceed. The work shall be diligently prosecuted to completion in accordance with the following schedule:

Location:	Number of Working Days:
Arroyo Grande	10
Grover Beach	5
Templeton	7

It is agreed by the parties to the Agreement that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in this Agreement, damage will be sustained by the RTA, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the RTA will sustain in the event of and by reason of such delay; and it is therefore agreed that the CONTRACTOR will pay to the RTA the sum of FIVE HUNDRED (\$500.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the CONTRACTOR agrees to pay said liquidated damages herein provided for, and further agrees that the RTA may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under the Agreement.

- b. *Term for On-Call Maintenance Services:* For on-call maintenance services, the term of this Agreement shall commence on the Effective Date and shall continue for one (1) year with three (3) one-year extensions, for a total possible contract term of four (4) years. For On-Call work, the CONTRACTOR shall submit as assessment of the required repairs at the approved hourly rate, including material and labor, to the RTA for approval prior to proceeding with work.

It is further understood that the term of Agreement is subject to the RTA's right to terminate the Contract in accordance with Section 16 of this Agreement.

4. CONFIDENTIALITY

Any RTA materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials as observed while providing the services in connection with this Agreement.

5. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the RTA, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the RTA shall have no obligation to them. CONTRACTOR is directed to the provision of the Subletting and Subcontracting Fair Practices Act as set forth in Public Contract Code sections 4100-4114 which is incorporated herein by this reference.

6. CONTRACTOR'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Key Personnel identified in Exhibit D shall serve as the primary staff of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

7. CHANGES

The RTA may make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 12 of this Agreement. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR shall so advise the RTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the RTA prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive the RTA approval for extra work prior to performing extra work may, at the RTA's sole discretion, result in nonpayment of the invoices reflecting such work.

8. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to the RTA of any claim or dispute in connection with this Agreement. It is the RTA'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, the CONTRACTOR's failure to provide timely notice shall constitute a waiver of the CONTRACTOR's claims.

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

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

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

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

9. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as

specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. CONTRACTOR agrees to t comply with all of the Equal Opportunity provision of Executive Order No. 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR 60-1.4).

10. RESPONSIBILITY: INDEMNIFICATION

To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend with counsel approved by RTA, keep and save harmless the RTA, and its officials, directors, officers, agents and employees from and against any and all suits, liability, costs, expenses (including attorney's fees), claims, fines, penalties, administrative actions or any other actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the RTA or any of the other individuals enumerated above in any such action, the CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

11. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit E hereto. Prior to commencing work or entering onto RTA property, the CONTRACTOR shall provide the RTA Administration with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the RTA's Deputy Director of Administration/CFO. RTA shall be named as an additional insured under said policies.

12. COMPENSATION

- a. *Compensation For the Bus Stop Improvement Projects:* The CONTRACTOR shall perform all the services included in Section 2 and Exhibit C in an amount of \$65,893.54, as set forth in Exhibit F Cost Proposal. Said amount shall include all labor, materials, taxes, permitting, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.
- b. *Compensation for On Call Services.* The CONTRACTOR shall be paid in accordance with the approved hourly rate, including material and labor, for all on-call maintenance services.

13. MANNER OF PAYMENT

The RTA shall compensate the CONTRACTOR, pursuant to Section 12, as follows:

The RTA shall reimburse the CONTRACTOR for completed bus stop improvement work at the Ramona Garden Transit Center, Route 27 & 28, and the Templeton Park-And-Ride locations. The CONTRACTOR shall notify the RTA Facilities and Maintenance Manager, or designated RTA representative, to inspect the completed work and authorize payment. The CONTRACTOR shall invoice the RTA following completion

of installation services at each designated project location. Invoice entries shall conform to the rates specified in this Agreement, scope of work and specifications detailed in the Request for Proposals. The RTA will endeavor to pay approved invoices within 30 days of receipt. Invoices can be mailed or delivered to the RTA, Attention: Grants and Finance Manager, at 253 Elks Lane, San Luis Obispo, CA 93401, or emailed to accounting@slorta.org

14. RTA WARRANTIES

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

15. RTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the RTA, the RTA's Deputy Director of Administration/CFO or such person or persons as they shall designate in writing from time to time, shall represent and act for the RTA.

16. TERMINATION

The RTA shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by the CONTRACTOR, the RTA shall pay the CONTRACTOR in accordance with the provisions of Sections 123 and 13 all sums actually due and owing from the RTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by the CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the RTA shall only pay the CONTRACTOR the Agreement price for services delivered and accepted in accordance with the requirements set forth in this Agreement.

17. PREVAILING WAGE

The CONTRACT shall pay the current prevailing wages in San Luis Obispo County, California, as determined by the Director of the California Department of Industrial Relations as required to be paid to its workers (including subcontractors), employed directly upon the site of the work, in accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7.

18. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the RTA, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. The CONTRACTOR shall maintain all such records for a period of three (3) years after the RTA makes final payment under this Agreement.

19. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the RTA's Facilities and Maintenance Manager, or designee, and the CONTRACTOR's.

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

If to RTA Project: ANDY WYLY, FACILITIES & MAINTENANCE MANAGER
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 4835 awyly@slorta.org

If to RTA Invoicing and Prevailing Wage: MELISSA MUDGETT, GRANTS & FINANCE MANAGER
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 4467 accounting@slorta.org

If to RTA Insurance/Contract: TANIA ARNOLD, DEPUTY DIRECTOR/CFO
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
253 ELKS LANE, SAN LUIS OBISPO, CA 93401
(805) 541-2228 ext 4835 tarnold@slorta.org

If to CONTRACTOR: AVENTUS NV, INC
GREGORY BRISTOL, CHIEF PROJECT OFFICER
1600 CARSE DRIVE
BOULDER CITY, NV 89005
(315) 335-6485 greg@aventusnv.com

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

20. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of this Agreement.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the RTA.

21. FEDERAL CONTRACT TERMS

This project may be partially or fully funded using Federal Transit Administration funds. As such, the federal contract provisions and terms are incorporated herein as Exhibit G to this Agreement. The CONTRACTOR agrees to abide by all applicable federal contract provisions pertinent to the Bus Stop Improvements services project.

22. RIGHTS AND REMEDIES OF RTA

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

23. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

RTA:

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: Geoff Straw

Signature: _____

Title: RTA Executive Director

By: Tania Arnold

ATTEST: _____

Title: Deputy Director / Chief Financial Officer

By: Anthony Kalvans

Signature: _____
Secretary for RTA

APPROVED AS TO FORM:

By: Jon Ansolabehere

Signature: _____
Legal Counsel, San Luis Obispo Regional Transit Authority

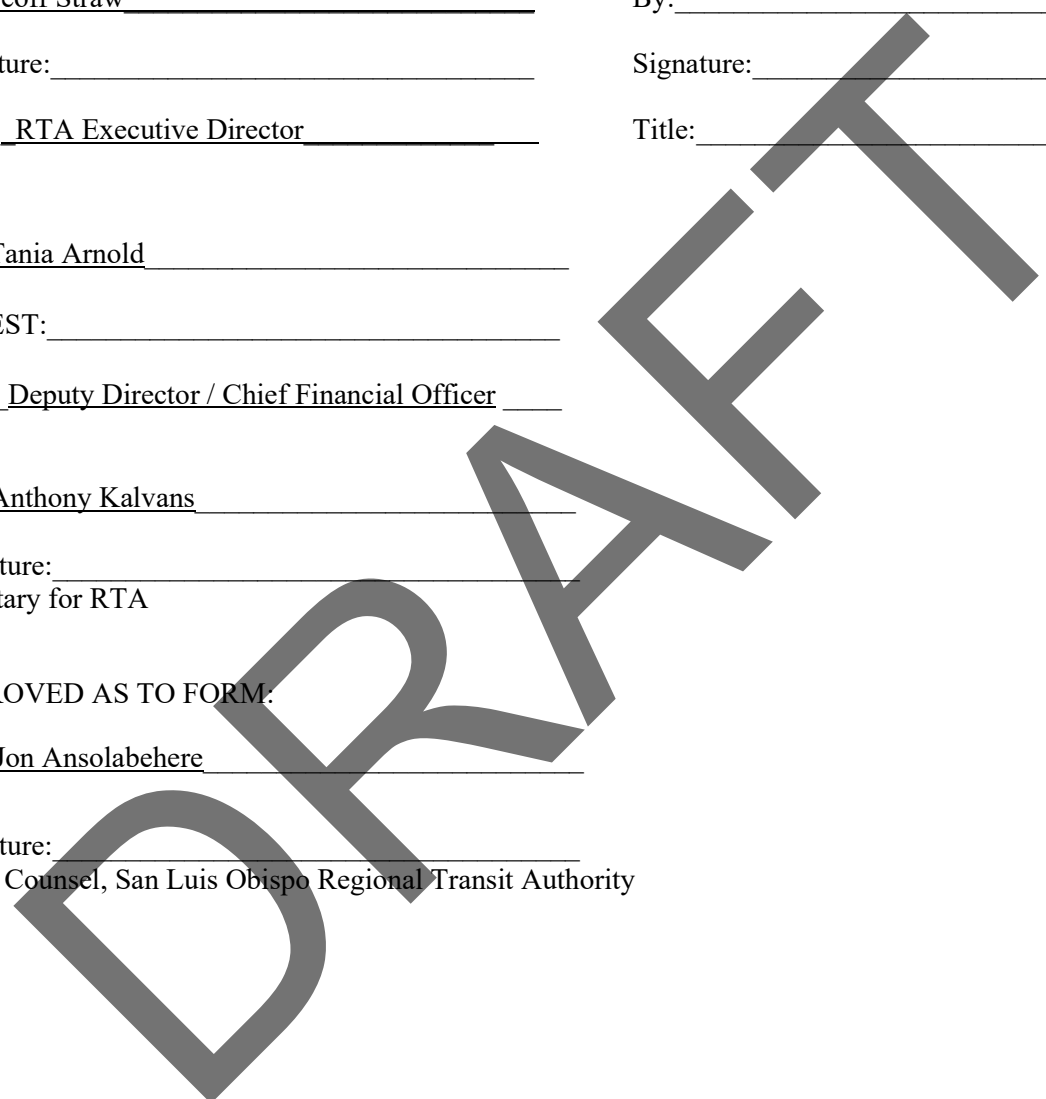
CONTRACTOR:

AVENTUS NV, INC.

By: _____

Signature: _____

Title: _____



REQUEST FOR PROPOSAL

BUS STOP IMPROVEMENT SERVICES

RFP #2024-02

January 15, 2024

San Luis Obispo Regional Transit Authority



**253 Elks Lane
San Luis Obispo, CA 93401**

Project Schedule

The schedule for this project is as follows:

Issue of the RFP	January 15, 2024
Site-Visit: Optional	Tuesday, January 30, 2024 at 2:00pm
Bidder Questions/Clarifications due	February 2, 2024 by 9:00am PST
RTA responds to Questions/Clarifications	February 23, 2024
Proposals Due	March 1, 2024 by 5:00pm PST
Notice of Intent to Award	April 1, 2024 April 10, 2024
Bid Protest Period	April 2nd – 4th, 2024 April 11-15, 2024
Board Authorization of Award	May 1, 2024
Bidder Notice of Award/Notice to Proceed	May - June 2024

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APPENDIX A – Bidder General Information Form

APPENDIX B – Work Plan and References Form

APPENDIX C – Cost Proposal Form

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APPENDIX E – DBE Utilization Form

APPENDIX F – Lobbying Certification Form (for Bids exceeding \$100,000)

REFERENCE MATERIAL – Equipment Specifications

I. REQUEST SUMMARY

The San Luis Obispo Regional Transit Authority (RTA) is requesting proposals from licensed and qualified general contractors to provide minor construction activities (demolition, permitting and installation of transit amenities) for the three (3) upcoming RTA bus stop improvement projects for the Ramona Gardens Transit Center improvements (Grover Beach), realignment of Routes 27 & 28 (Grover Beach) and repairs/improvements at the Templeton Park-n-Ride bus stop (Templeton). This is a federally funded project and requires compliance with all Federal Transit Administration (FTA) requirements.

The selected Bidder shall be responsible for the demolition and disposal of existing amenities, permitting and installation work. Cost proposals shall be reflective of prevailing wage rates to the extent required by the California Labor Code. The RTA will select one firm, based on demonstrated competence and a cost-effective approach to provide these bus stop improvement construction services (including but not limited to carpentry, electrical, painting, metal and concrete work). It is the intention of the RTA to award a one-time contract for this initial work, and to establish person-hour wage rates for on-going repairs for up to one year after agreement execution.

The Bus Stop Improvement Services contract may involve varying levels of effort on a project-by-project basis requiring the Bidder to perform a range of construction, maintenance and repair services, including but not limited to: bus shelter installation, bus shelter repair, concrete repair and pouring of concrete pads, painting, stucco-plaster services, bench and/or Simme-Seat installation, trash receptacle installation, and bus stop pole installation and/or replacement or related construction work as needed for the various 325 RTA Bus Stops located throughout the county of San Luis Obispo.

The RTA will be responsible for procuring replacement bus shelters, lighting, benches, seats, trash receptacles, signage, bus stop poles and related bus stop amenities.

The selected Bidder will be responsible for supplying all equipment, tools, materials and labor necessary to perform the work.

The selected Bidder shall provide adequate personnel, trained/certified in the specific work to be performed.

The selected Bidder will furnish, at its expense, all equipment necessary to properly perform specified work and maintain established standards.

The selected Bidder doing business with RTA must be able to obtain the necessary liability insurance coverage (including indemnifying the RTA) and required coverages for its own employees as well as abide by all FTA procurement regulations.

The RTA reserves the right to cancel this RFP, to make a partial award, or to make no award without penalty if it determines that such action is in the best interest of the RTA. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. The Bidder is not entitled to recover any costs related to

the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

The RTA remains dedicated to ensuring full and open competition in this proposal process and strives to include as many potential sources as possible in the procurement process. The RTA encourages local, disadvantaged business enterprises (DBE) and small businesses enterprises (SBE) to register with the RTA. The RTA promotes DBE/SBE participation in our projects and has adopted a **DBE Program Goal of 0.5%** for federally funded projects awarded through September 30, 2026. (Appendix E – DBE Utilization Form)

II. INTRODUCTION

A. **About Us**

The RTA is a Joint Powers Authority (created in 1989) that provides public transportation services throughout the region. The mission of the RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County. The RTA coordinates regional transit services to San Luis Obispo, Atascadero, Paso Robles, San Miguel, Los Osos, Morro Bay, Cayucos, Cambria, San Simeon, Five Cities, Nipomo and to Santa Maria in northern Santa Barbara County.

The RTA is governed by the Board of Directors that are elected representative from each of the seven cities in the County, as well as all five County Supervisors.

The RTA employs approximately 118 employees, maintains a total fleet of 86 vehicles, as well as 325 bus stop locations throughout the County of San Luis Obispo.

III. INSTRUCTIONS TO BIDDERS

A. **Project Description**

The RTA is requesting proposals from licensed and qualified general contractors to provide minor construction activities (demolition, permitting and installation of transit amenities) for the three (3) upcoming RTA bus stop improvement projects at the locations described below, as well as for on-going passenger amenity emergency repair services using an agreed upon person-hour wage rate for up to one-year after the agreement execution.

- ***Ramona Gardens Transit Center (Grover Beach)***: Replacement of existing shelters and transit amenities, to include two 17-foot standard dome top bus passenger shelters, solar shelter lighting, two 4-seat backless benches, two pole-mounted 20-gallon trash receptacles, one bike rack and two map/schedule signs.
- ***Realignment of Routes 27 & 28 (Grover Beach)***: Installation of five new bus stop poles, solar push-button lighting and pole-mounted Simme-seats.
- ***Templeton Park-N-Ride (Templeton)***: Replacement of existing 13-foot standard dome top bus passenger shelter, solar shelter lighting, two 3-seat backless benches, two pole-mounted 20-gallon trash receptacles, one bike rack, and one map/schedule sign.

The project Scope of Services are detailed in Exhibit 1.

B. Attachment Overview

The proposal package is composed of the following elements:

- Public Notice of Request For Proposals
- RFP #2024-02 Bus Stop Improvement Services (this document)
- Exhibit 1 - Scope of Services
- Exhibit 2 - Insurance Requirements
- Exhibit 3 – DIR General Prevailing Wage Determination 2023-2
- Appendix A - Bidder General Information Form*
- Appendix B - Work Plan and References Form*
- Appendix C - Cost Proposal Form*
- Appendix D - FTA Procurement Clauses*
- Appendix E – DBE Utilization Form*
- Appendix F - Lobbying Certification Form (*Mandatory for bids exceeding \$100,000)
- Reference Materials – Equipment Specifications

The items identified with an asterisk (*) are mandatory and must be completed and submitted electronically as part of the Bidder’s proposal through PlanetBids.

C. Pre-Proposal Site Visit

An optional pre-proposal site visit and job walk is scheduled for Tuesday, January 30, 2024 from 2:00pm to 3:00pm at the Ramona Garden Transit Center and Routes 27 & 28 in Grover Beach and 4:00pm to 4:30pm at the Templeton Park-N-Ride location in Templeton. This is the only scheduled site visit for these three locations.

Bidders wishing to attend the optional pre-proposal site visit should assemble at the Ramona Garden Transit Center on Ramona Avenue (Between N. 9th Street and N. 10th Street) in Grover Beach, CA. This location is an active transit center with passenger boarding and alighting. Please do not block the bus parking. Upon conclusion of the walk-through at this location, RTA staff will direct attendees to the Route 27 & 28 location on Atlantic City Avenue (between N. 9th Street and N. Oak Park Blvd) in Grover Beach. The third site visit location will resume at 4:00pm at the Templeton Park-N-Ride located on Bennett Way (Lot 16 at the intersection of Las Tablas Road) in Templeton, CA.

Requests for clarification will not be accepted during these site visits.

Equipment specifications for the bus shelters, transit amenities and Simme-seating has been provided as Reference Material to this RFP.

D. Questions Concerning this RFP

Questions concerning the Bus Stop Improvement Services RFP shall be submitted directly through the RTA's PlanetBids portal at:

<https://pbsystem.planetbids.com/portal/50213/portal-home>

Bidders must submit questions through the PlanetBids portal no later than February 1, 2024 by 9:00am PST

E. Bidder's Requirements

The selected Bidder(s), at the Bidder's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the requirements outlined below. The selected Bidder agrees to provide the RTA with a copy of said policies, certificates, and/or endorsements upon award of contract.

1. Bonding

There are no performance or payment bonds required for this solicitation.

2. Insurance

The agreement for this procurement requires that the Bidder maintain comprehensive Worker's Compensation and Employer's Liability insurance and Automobile Liability Insurance with Additional Insured. The RTA shall request the Bidder provide a certificate of insurance naming the RTA as an additionally insured as part of the review for responsiveness. Information about insurance requirements is provided as Exhibit 2. *Bidders without the required insurance coverages shall be found non-responsive and its proposal shall be rejected.*

3. Licenses

The Bidder shall possess and maintain throughout the duration of the project, a current and valid Business License Tax Certificate for the County of San Luis Obispo to be eligible under this solicitation. Information about Business License requirements is provided in Exhibit 2. *Failure to provide and maintain a valid Business License will result in rejection of the bid.*

The Bidder and their subcontractors shall possess a current California State General Contractor's License to meet the requirements of the project and legally perform the work in question. Information about Bidder License requirements is provided as Exhibit 2. *Failure to provide a valid General Contractor's License will result in rejection of the bid.*

F. Proposal Preparation

1. Required Forms

The items identified above in Section B with an asterisk (*) are required and shall be completed and submitted electronically as part of the proposal.

- Appendix A - Bidder General Information Form
- Appendix B - Work Plan and References Form
- Appendix C - Cost Proposal Form
- Appendix D - FTA Procurement Clauses
- Appendix E - DBE Utilization Form
- Appendix F - Lobbying Certification Form (mandatory if bid exceeds \$100,000)

Bidders shall fully complete Appendices A-F as included in this RFP. All RFP questions must be answered fully by the Bidder and the data provided by the Bidder must be clear and comprehensive. If necessary to fully respond to the RFP question, the Bidder may provide additional attached pages. Such information is necessary for the RTA to evaluate the Bidder's ability to undertake the Project.

2. Cost Proposal Form

The Bidder shall complete the required Cost Proposal form contained in this RFP as Appendix C. Cost Proposals shall be reflective of California Labor Code Prevailing Wage rates (Exhibit 3). To the extent required by law, the Bidder shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. The proposal amount shall list the service type hourly labor rates for carrying out the services listed in the Scope of Services (Exhibit 1). All pricing must be inclusive, and include labor, materials and equipment necessary for all tasks listed (including, but not limited to, any direct costs and overhead, such as, but not limited to, transportation, communications, materials, and any subcontracted items of work, insurance or other indirect costs).

Failure to submit the required forms shall render the proposal non-responsive and will result in its rejection.

Bidders shall be prepared to accept the insurance requirements and provide proof of coverage as outlined in Exhibit 2 to this RFP.

3. System for Award Management (SAM) Registration

All business entities (corporations, limited liability companies and/or limited partnerships) doing business with the RTA on a federal funded project **that is greater than \$25,000** must be registered and in good standing with the federal government SAM.

The RTA anticipates the Bus Stop Improvement Services to exceed \$25,000 annually and shall require the Bidder to provide evidence of active SAM registration. Bidders will be required to provide its SAM Unique Entity Identification (UEI) number and expiration date on the Bidder General Information form (Appendix A). Bidders that fail to provide a valid SAM UEI number on Appendix A shall render the proposal non-responsive and will result in its rejection.

SAM Registration is free. For more information on how to register in SAM.gov, please visit <https://sam.gov/content/home>, or call 866-606-8220.

Failure to register in SAM.gov and be active in good-standing with the federal government at time of bid submittal shall render the proposal non-responsive and will result in its rejection.

Failure of the Bidder to maintain an active SAM registry in good-standing throughout the term of the Agreement will result in termination of the Agreement.

4. Lobbying Certification

The Bus Stop Improvement Services project is a federally funded project. It is anticipated that the costs for this service will **exceed a total contract amount of \$100,000**, which requires the successful Bidder to sign and date the Certification Regarding Lobbying contained in this RFP package (Appendix E). Acknowledgment of this certification means that the Bidder agrees not to use federal funds to influence federal officials; and that if non-federal funds are used for the lobbying of federal officials, the stipulated form describing such activities will be submitted to the RTA.

Failure to submit a signed Lobbying Certification as part of the Bid shall render the proposal non-responsive and will result in its rejection.

G. Proposal Submission

The submission of a proposal shall be deemed a representation and certification by the Bidder that they:

- Have carefully read and fully understand the information that was provided by the RTA to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in the proposal is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or

conditions of this proposal.

- Acknowledge that the RTA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the RTA permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- Have no request for modification of the proposal shall be considered after its submission on grounds that Bidder was not fully informed to any fact or condition.

Download: This RFP may be downloaded for free from the RTA's vendor portal of the e-procurement site PlanetBids: <https://pbsystem.planetbids.com/portal/50213/portal-home> *Note: failure to register as a prospective Bidder for this RFP on the e-procurement website (PlanetBids) will preclude the Bidder from receiving updates or amendments, if issued.*

Questions: Questions regarding this RFP shall be submitted through the Q&A section of the project page (on the PlanetBids link as provided above). Additional information about submitting questions and clarifications is provided in Questions & Addendums section of this document.

Submittal: Proposals, including all required items, shall be submitted electronically through the RTA's PlanetBids portal at <https://pbsystem.planetbids.com/portal/50213/portal-home> by **March 1, 2024 5:00pm Pacific Standard Time**. Please allow adequate time to register as a vendor and submit the required documentation. The RTA is not responsible for power outages or lack of internet services that might prohibit a timely submission of a proposal.

*Proposals received after the specified due date and time shall **not** be accepted.*

*Proposals received by mail, fax or delivered in person shall **not** be accepted and will be returned unopened to the Bidder.*

The RTA is not liable for any cost incurred by Bidder in replying to this RFP.

Non-Collusion Affidavit

By submitting a proposal, each Bidder represents and warrants that its proposal is genuine and not collusive or made in the interest of or on behalf of any person not named therein. The Bidder nor any other member, representative, or agent of the Bidder has entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone letting or preventing any person from bidding or refraining from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. The Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

H. Non-Confirming Proposal & Disqualification

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the RTA.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Bidders in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Bidder and the RTA;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Bidder's inability to successfully complete the responsibilities and obligation of the proposal; and
- Bidder's default under any previous agreement with the RTA, which results in termination of the Agreement.

I. Limitations

The following limitations apply to this Request for Proposals:

- All proposals submitted as a result of this RFP become the property of the RTA
- The RTA will not pay any pre-contractual costs incurred by a Bidder resulting from preparation of its proposal in response to this RFP
- The RTA reserves the sole right to evaluate, accept or reject proposals received as a result of this RFP
- The RTA reserves the right to postpone or cancel this RFP in whole or in part if in its best interests to do so

J. Evaluation & Award

1. Responsiveness & Responsibility

By submitting a proposal, the Bidder represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of performing quality services to achieve the RTA's objectives. Failure to comply with all requirements of this RFP, and any subsequent amendments issued, may result in the proposal being excluded from further evaluation.

The RTA will examine the proposals for the purpose of ascertaining its responsiveness to the provisions of this RFP. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected. The RTA shall review the low responsive Bidder to

ensure its responsibility. Determination of Bidder responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project; and satisfactory performance in previous contracts. These processes shall continue until such time as a responsive and responsible Bidder is determined on all stated evaluation factors.

2. Evaluation Criteria

The RTA’s evaluation team will determine responsiveness of the proposal to the RTA’s expressed needs. Each member of the evaluation team will assign a point score according to the following grading schedule. Points assigned by the individual team members will then be averaged to determine a Total Quality Points score for each Bidder.

Criteria	Points
Responsiveness to RFP. Quality and completeness of proposal (Appendix A, B and C)	10
Technical. Bidder’s understanding of requirements. Bidder’s compliance with applicable laws, regulations, policies and guidelines governing contracts performed by the Bidder. Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Bidder; Technical ability and licensing for general Bidder services outlined in Appendix B.	20
Management Plan. Bidder’s ability to perform the work within the time specified, proximity to RTA locations, designated contact person(s) and availability during project. Qualifications of key personnel. (Appendix B)	20
Past Performance. Bidder’s experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity; Bidder’s prior record of performance with the RTA or others in similar venues. (Appendix B)	10
References; at least three references, to include recent experience, contract sizes, duration of the relationship. (Appendix B)	10
Service Cost. The RTA shall use the cost as a criteria in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if the other criteria is not met. (Appendix C)	30

TOTAL POINTS POSSIBLE **100 points**

The RTA has the discretion to make modifications to the selection process and criteria.

3. Award Process

Unless all proposals are rejected or it is not in the RTA's best interest, the RTA intends to award a contract to the responsive and responsible Bidder receiving the best overall ranking score, and representing the best overall

value to the RTA. Other factors in addition to the cost will be taken into account, please refer to the RTA Bidder General Information Form (Appendix A) and the Work Plan and References form (Appendix B) included in the RFP attachments. The proposal evaluation is an assessment of both the proposal and the Bidders' ability to perform the stated Scope of Services and to comply with contract terms and conditions.

All Bidders who responded to this RFP will be notified electronically through PlanetBids as to the RTA's intent to award on April 1, 2024. A Bidder may submit an eligible protest during the period of April 2nd – 4th, 2024 (Refer to Section J for Protest Procedures).

The RTA will seek Board authorization to award on May 1, 2024 and intends to provide a Notice of Proceed in May/June 2024.

Unsuccessful Bidders, who wish to be debriefed, must request the debriefing in writing, within five (5) business days of notification of award (postmark by April 5, 2024) to 253 Elks Lane, San Luis Obispo, CA 93401 (Attention: Fueling Services RFP Debrief).

4. Negotiate Contract Terms

The RTA reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, the RTA may negotiate a contract with the next highest scoring Bidder.

5. Contract Document

A Contract Agreement will be executed following the Board authorization to award. The contract shall be composed of the RTAs procurement terms, FTA Contract Provisions, the Scope of Services and the Bidder's proposal submittal.

K. Protest Procedures

Protests of the RTA procurements will be considered in two general categories: those directed at solicitation documents issued by the RTA; and those concerning all other aspects of the procurement process. The RTA's protest procedures are available on the RTA's website at <https://www.slorta.org/wordpress/wp-content/uploads/RTA-Protest-Procedures-1.pdf>

L. Proposal & Project Tentative Schedule

The following schedule has been established for the Bus Stop Improvement Services RFP.

The RTA reserves the right to modify this schedule if it is in its best interest to do so.

In the event that the RTA finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP.

Notice of changes shall be provided to all parties known to have registered as a vendor in PlanetBids to receive information regarding this RFP.

Description	Date
Issue of the RFP	January 15, 2024
Optional Site-Visit:	Tuesday, January 30, 2024 at 2:00pm – 4:30pm
Bidder Questions/Clarifications due	February 2, 2024 by 9:00am PST
RTA responds to Questions/Clarifications	February 23, 2024
Proposals Due	March 1, 2024 by 5:00pm PST
Notice of Intent to Award	April 1, 2024 April 10, 2024
Bid Protest Period	April 2nd – 4th, 2024 April 11-15, 2024
Board Authorization of Award	May 1, 2024
Bidder Notice of Award/Notice to Proceed	May/June 2024

M. Questions & Addendums

All communications regarding this RFP, including Bidder questions or requests for clarifications, shall be submitted through the Q&A Section of the project page on PlanetBids at <https://pbsystem.planetbids.com/portal/50213/portal-home>.

All questions shall be submitted by the Bidder electronically by February 2, 2024 by 9:00am Pacific Standard Time (PST).

The RTA will issue a response to all questions or clarifications via the vendor portal no later 5:00pm PST on February 23, 2024.

Questions or clarifications should not be submitted to the RTA staff directly, the RTA Board or other parties. Doing so may cause removal of the Bidder from the RFP process.

Should it be found that the point in question is not clearly and fully set forth, the RTA will issue a written addendum clarifying the matter which will be sent to all persons who have registered as a vendor and requested the RFP. Any changes to the requirements will be made electronically through PlanetBids as an addendum to this RFP and shall be incorporated into the terms and conditions of any resulting purchase order. The RTA will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as the result of oral instructions.



**REQUEST FOR PROPOSALS
BUS STOP IMPROVEMENT SERVICES
RFP#2024-02**

BIDDER GENERAL INFORMATION

All questions must be answered and the data given must be clear and comprehensive.
If necessary, questions may be answered on separate attached sheets.

General Information

Business Name/DBA: AVENTUS NV, Inc.

Business Type: Corporation (State of Incorporation: Nevada) Partnership
 Sole Proprietorship Other: _____

Business Website www.ventusnv.com
(URL):

Business Street Address: 1600 Carse Dr.

City: Boulder City State: NV Zip Code: 89005

Local Office (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: 1600 Carse Dr.

City: Boulder City State: NV Zip Code: 89005

Licenses & Certifications

Business Federal Tax ID Number: 82-1843722 (will be SSN if sole proprietorship)

SAM Unique Entity ID (UEI) #: L5J2EMTEACB8 SAM Expiration Date: 09/06/2024

*System for Award Management (SAM) Registration and expiration date is required for proposals greater than \$25,000.
(For more information on SAM registry visit <http://federalcontractorregistry.com/>)*

SLO County Business License: N/A Expiration Date: N/A

Authorizing Contact (person that is authorized to and will bind the firm contractually)

Name: Craig James Cox Title: Chief Risk Officer

Location: HQ Local Office Other: _____

Email: craig@aventusnv.com

Telephone: 866.348.6463 Fax: _____

Primary Contact (main single point of contact during implementation of janitorial services)

Name: Gregory A Bristol Title: Chief Project Officer

Location: HQ Local Office Other: _____

Email: greg@aventusnv.com

Telephone: 315.335.6485 Fax: _____

Disclosure

Has the Company ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Yes No

If Yes, explain: _____

Have any employees ever been investigated? Yes No

If Yes, explain: _____

Has a contract been "defaulted"? Yes No

If Yes, explain where, when and why: _____

How was it resolved? N/A

CREDIT REFERENCES

List the Bidder's primary bank and two firms that the Bidder currently purchases materials or services from on credit:

Bank Name: Nevada State Bank Address: 8260 W. Sahara Drive

Contact Person: Olga Duke Email: olga.duke@nsbank.com Phone: 702-855-4619

Vendor Name: WHITE CAP Address: 4171 Distribution Ste 107 North Las Vegas NV

Contact Person: Daniel Franco Email: Daniel>Franco@whitecap.com Phone: 702-639-0380

Vendor Name: Ferguson Waterworks Address: 740 Cape Horn Dr. Henderson NV 89011

Contact Person: Noel Cruz Email: Noel.Cruz@Ferguson.com Phone: 702-564-2087

If Bidder is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is:

Chief Risk Officer

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

AVENTUS NV, Inc.

Corporation Name (type or print)

By: Craig J Cox
Signature

Date: 03.01.2024

Title: Chief Risk Officer



**REQUEST FOR PROPOSALS
BUS STOP IMPROVEMENT SERVICES
RFP#2024-02**

PART I: WORK PLAN APPROACH

BUS STOP IMPROVEMENT SERVICES PROJECT

Please provide a one-to-three-page narrative succinctly describing the proposed **Work Plan Approach** describing how the Bidder will staff this project to meet the objectives of the requested services listed in **Exhibit 1 – Scope of Services** for the Ramona Gardens Transit Center improvements (Grover Beach), realignment of Routes 27 & 28 (Grover Beach) and repairs/improvements at the Templeton Park-N-Ride bus stop (Templeton).

Describe the organization/company's experience and capabilities providing similar services to those required (similar Public Works projects including demolition, disposal, permitting, installation). Identify key staff your organization/company will assign to fulfill the contract requirements and manage the project. Provide a synopsis describing the relevant work experience for each of the key staff who would be assigned to the program and a description of their duties. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements.

AVENTUS NV, Inc. can self-perform most construction trades. We have team leaders with
new home build, full remodels, mechanical, site work, paving and electrical expertise.
Most of this training comes from onsite experience, communicating with engineers,
architects, and other GC's. Our specialties would include the following specific
trades that we typically will self-perform on all projects:
Parking lot and road paving, striping, walking and bike trails, bollards, warehouse
racking and safety equipment, demolition, concrete, rough and finish cabinetry,
insulation, drywall, painting, custom cabinetry, flooring, and remodeling.
Our team leaders have extensive training with abatement (lead, mold, and asbestos)
, electrical, mechanical, underground utilities, fire protection, and roofing. Though
we may self-perform these trades, at times we have local subcontractors that we have
worked with extensively throughout the years. We also use local engineers, designers, and



<p>architects to assist as necessary with design build projects. This allows us to perform and oversee various trades simultaneously, thus allowing us to meet or exceed our projected schedules</p>
<p>Another strength is our experience with government contracts. We understand the expectations and paperwork needed to start and close out a project. We can quickly provide safety plans, baseline and 3 week look ahead schedules, submittal packages, RFI's, SOV's, detailed Price Proposals, and Pay Applications</p>
<p>Our office along with 4 of our owners operate in the Las Vegas Area including North Vegas, Henderson, and South Vegas. Our work staff along with subcontractors are local to the area and most of them will be willing to travel to the Test Site. We also have experience with projects in isolated or highly secured areas. Many of our workers have gone through background checks and will be able to get clearances or obtain needed training.</p>
<p>Additional Comments: AVENTUS NV, Inc. is a Service-Disabled Veteran Owned Small Business and has been in the federal contracting space since 2017. We feel strongly that we can provide competitive price proposals that are within our bonding capacity if provided the opportunity and sincerely appreciate your consideration.</p>
<p>Key Personnel :</p>
<p>Ronald Rodriguez - Project Manager</p>
<p>Ronald Rodriguez has Provided overall management of construction projects with GSA, DOT/FAA, USACE, NAVFAC, BLM, Forrest Service SPAWAR and various other government entities throughout the United States. Major projects included office, office/warehouse, and plant facilities.</p>
<p>Assessed the potential development site for its appropriateness for prefabricated pre-cast concrete building, checked for variables like plumbing and electrical availability. Determined the order of operations for expediency and identified the kinds and amounts of materials required.</p>



The RTA will procure the materials (bus shelters and amenities) needed for this project. The materials listed below will be shipped directly from the manufacturer to the location address provided by the Bidder. The materials procured by the RTA include the following:

- (2) 17-foot standard dome top bus passenger shelters
- (1) 13-foot standard dome top bus passenger shelter
- (3) solar shelter lighting
- (2) 4-seat backless benches
- (2) 3-seat backless benches
- (4) pole-mounted 20-gallon trash receptacles
- (2) bike racks
- (3) map/schedule signs.
- (5) bus stop poles
- (5) solar push-button lighting
- (5) pole/concrete-mounted Simme-seats.

Provide the location address (including square footage) for the delivery and storage of the transit amenities identified above.

Location Description:	6820 Sherry Place Paso Robles CA, 93446
Address:	6820 Sherry Place
City / State / Zip:	Paso Robles CA, 93446
Storage Square Ft:	7000 square ft
Property Owner of Storage Location:	Ryan Skelton

Describe how your organization/company will secure these items to prevent theft, damage, and exposure to the elements.

Prior to scheduling of any equipment Aventus will frame and stage a platform using 2x6's and plywood, this will allow the equipment and hardware to stay off of ground level and potential weather elements. After the platform is staged at the delivery address. Aventus



will schedule (2) laborers (1) operator and (1) forklift to be waiting at the staging address
on the day of delivery. Aventus will unload and inspect all delivered materials to confirm
quantities, defects and/or delivery damage is addressed at the time of delivery. All
packaged and unpackaged bus stop equipment and hardware will be palletized (if
delivered unpalletized) placed on the wood framed platform, plastic wrapped, covered and
tied with 20 mil weatherproof tarps. We will schedule an RTA representative to be onsite
the day of delivery to ensure all storage standards are met and fulfilled.

Describe how your organization/company plans to transport the materials to the project site locations.

Prior to transport. All equipment will be inspected a second time for any defects. All new
bus stop enclosures, benches and poles will be lifted using a forklift, carefully placed and
transferred using a heavy-duty truck equipped with a 30' I-beam deck over flatbed



<p>goosenecked trailer. Equipment will be tied down using 10,000 minimum lb. ratchet straps with strapping placed per manufacturers recommendations and industry standards. We will transport the equipment as packaged from the manufacturer and perform construction and installation onsite.</p>

PART III: REFERENCES

Bidder must supply references of three (3) firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

Include the name and address of reference, the contract value, scheduled contract completion date, a contact person, telephone number, email address and a brief description of the type and level of services rendered for each contract.

Failure to provide three (3) references will result in rejection of bid.

REFERENCE #1 – BUS STOP IMPROVEMENT SERVICES

1.

Company Name:	California Construction Authority								
Contact Person Name and Title:	Michael Sellens (Contracting Officer)								
Address, City, State, Zip Code:	2198 Riverside Avenue Paso Robles CA 93446								
Phone and Fax Number:	916-263-6155								
Email Address:	msellens@ccauthority.org.								
Web Site Address:	N/A								
Length of your relationship:	MM	09	YR	2021	To	MM	03	YR	2022



Contract Value:	\$ 1,394,990.00
Brief Description of Products & Services Provided:	
The work consists of new mop sinks, paint new walls and add new batt insulation to underside of roof.	
<ul style="list-style-type: none"> • Demolition to facilitate Estrella Hall upgrades • Install new framing at restroom area ceilings • Add new batt insulation to underside of roof • Add new batt insulation to exterior walls • New restroom partitions • New cement plaster ("stucco") finish • New automatic opening sliding glass doors • Paint new walls • Repaint interior & exterior areas indicated on plans and elevations • New mop sinks • New pre-packaged HVAC units, on new concrete pads • Replace existing fluorescent light fixtures with new LED fixtures • Upgrade the overhead electrical service 	

REFERENCE #2 – BUS STOP IMPROVEMENT SERVICES

2.

Company Name:	US Department of Army								
Contact Person Name and Title:	Todd Dempsey (Contracting Officer)								
Address, City, State, Zip Code:	FORT MCCOY WI 54656-5142								
Phone and Fax Number:	608.388.1252								
Email Address:	todd.a.dempsey.civ@army.mil								
Web Site Address:	N/A								
Length of your relationship:	MM	09	YR	2023	To	MM	09	YR	2024
Contract Value:	\$ 1,889,080.78								
Brief Description of Products & Services Provided:									
The objective of this project is to upgrade the interior of building 284 Administration for TADSS (Training Aids Devices Simulation and Simulator). Building 284 is located on Government-owned land at Fort Hunter Liggett (FHL), CA 93928. This work shall consist of interior painting (doors and wall), floor replacement and bathrooms upgrades. Additionally, minor plumbing and electrical repairs and upgrades shall be required as part of the Statement of Work (SOW).									

REFERENCE #3 – BUS STOP IMPROVEMENT SERVICES

3.

Company Name:	US Department of Army								
Contact Person Name and Title:	Steve M. Bailey, Contracting Officer								
Address, City, State, Zip Code:	FORT MCCOY WI 54656-5142								
Phone and Fax Number:	608-388-6077								
Email Address:	steve.m.bailey2.civ@army.mil								
Web Site Address:	N/A								
Length of your relationship:	MM	09	YR	2022	To	MM	08	YR	2024
Contract Value:	\$ 742,000.00								
Brief Description of Products & Services Provided:									
Saw cut, remove and dispose of existing damaged concrete sidewalk and curbs at 214 various locations. Excavation, removal and disposal of 6" Inches thickness of existing subgrade soil layer. Removed soil to be disposed of on site. 2 New Concrete Sidewalks and curbs. Scarify, moisten, and compact 8 inches of the existing subgrade to 90% of maximum dry density per ASTM D 698. Add 6" compacted aggregate base course material, moisten and compact to 90% of maximum dry density per ASTM D 698. Construct new concrete sidewalk with minimum thickness of four inches (4") (fc'=3000 psi) with WWF 6x6-W2.0xW2.0. Each new concrete section shall have expansion and contraction joints. Expansion joint material to be placed against existing matching sidewalk and structures. Construct new curb replacement in-kind at designated locations and shall include required saw cutting, compaction of subgrade to 90% of maximum dry density per ASTM D 698, and placement/finishing of new concrete (fc'=3000 psi). Grade as required to match surrounding ground									

Scope of Services
Bus Stop Improvement Services Project
RFP#2024-02

PROJECT SCOPE

The San Luis Obispo Regional Transit Authority (RTA) is requesting proposals from licensed and qualified general contractors to provide minor construction activities (demolition, permitting and installation of transit amenities) for the three (3) upcoming RTA bus stop improvement projects for the Ramona Gardens Transit Center improvements (Grover Beach), realignment of Routes 27 & 28 (Grover Beach) and repairs/improvements at the Templeton Park-N-Ride bus stop (Templeton).

1. Ramona Gardens Transit Center (Ramona Avenue (Between N. 9th Street and N. 10th Street), Grover Beach CA 93433): Replacement of two (2) existing 17-foot standard dome top bus passenger shelters, solar shelter lighting, two (2) 4-seat backless benches, two (2) pole-mounted 20-gallon trash receptacles, one (1) bike rack and two (2) map/schedule signs.
2. Realignment of Routes 27 & 28 (Atlantic City Avenue (Between N. 9th Street and N. Oak Park Blvd.), Grover Beach, CA 93433): Installation of five (5) new bus stop poles, solar push-button lighting and pole-mounted Simme-seats.
3. Templeton Park-N-Ride (Bennett Way (Lot 16 at the intersection of Las Tablas Road), Templeton, CA 93465): Replacement of existing one (1) 13-foot standard dome top bus passenger shelter, solar shelter lighting, two (2) 3-seat backless benches, two (2) pole-mounted 20-gallon trash receptacles, one (1) bike rack, and one (1) map/schedule sign.

The selected Bidder shall be responsible for the demolition and disposal of existing amenities, permitting and installation work.

The Bus Stop Improvement Services contract may involve varying levels of effort on a project-by-project basis requiring the Bidder to perform a range of construction services, including but not limited to, bus shelter demolition, removal, disposal and installation, concrete repair work, bench and/or Simme-Seat installation, trash receptacle installation, and bus stop pole installation, solar light installation, and/or replacement or related construction work as needed.

It is the intention of the RTA to award a one-time contract for this initial work, and to establish person-hour wage rates for on-going repairs for up to one year after agreement execution.

DELIVERY AND STORAGE OF MATERIALS

- A. The RTA will be responsible for procuring replacement bus shelters, lighting, benches, seats, trash receptacles, signage and related bus stop amenities pursuant to the Bus Stop Improvement Services Project (RFP #2024-02). Materials procured by the RTA include:
- a. (2) 17-foot standard Sierra dome roof bus passenger shelters (powder-coated with perforated metal back wall)
 - b. (1) 13-foot standard Sierra dome roof bus passenger shelter((powder-coated with perforated metal back wall)
 - c. (3) solar shelter lighting
 - d. (2) 4-seat backless benches
 - e. (2) 3-seat backless benches
 - f. (4) pole-mounted 20-gallon trash receptacles
 - g. (2) bike racks
 - h. (3) map/schedule signs.
 - i. (5) bus stop poles
 - j. (5) Urban Solar PV Stop Plus solar push-button lighting
 - k. (5) pole/concrete-mounted Simme-seats.

Equipment specifications for the bus shelters, transit amenities and Simme-seating has been provided as Reference Material to this RFP.

- B. The selected Bidder shall provide the RTA with a location address that is adequate for the delivery and storage of the transit amenities identified in the section above. All project materials will be shipped directly from the manufacturer to the Bidder's approved site location.
- C. All materials shall be stored at the selected Bidder's approved site location in such a manner that they will be secured from theft, damage and completely protected from weather damage. The Bidder shall assume responsibility for all materials stored at this site prior to installation. The Bidder shall be responsible to compensate the RTA for damages occurring therein.
- D. It shall be the responsibility of the selected Bidder to transport all packaged manufactured products delivered to the Bidder's selected location, for use on the Project, to the specified project site in its original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.

GENERAL

- E. The selected Bidder will furnish, at its expense, all equipment necessary to properly perform the specified work and maintain established standards. The Bidder shall supply all equipment/tools, materials and labor necessary to perform the work.
- F. The selected Bidder shall be responsible for the removal and proper disposal of any and all debris or trash accumulated during project. The Bidder shall clean up each work site upon completion of work and restore each site to its preexisting condition.

APPLICABLE ORDINANCE AND REGULATIONS

- G. The project sites are located in the County of San Luis Obispo, California. In the performance of the work specified in the RFP, the selected Bidder shall comply with all ordinances, regulations, and other lawful requirements of said County and of the State, Federal, and other public authorities within their respective jurisdictions governing work on public property. In particular, the Bidder's attention is directed to the fact that all work hereunder shall conform to or exceed all requirements of the Construction Safety Orders of Cal-OSHA.
- H. The selected Bidder must be self-informed and comply with all American Disability Act (ADA) guidelines. It shall be the Bidder's responsibility to identify what work is required at each location to make the bus stop improvements ADA compliant. All work shall meet ADA compliancy of Title 24 (Section 810.2).
- I. Nothing herein shall be construed to entitle the selected Bidder to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder.

COST PROPOSAL

- J. The selected Bidder shall provide accurate cost estimates for project work prior to work completion to ensure lowest cost solutions as specified in Appendix C.
- K. The Bidder shall accurately track the cost of all project work and provide timely reporting to the RTA.
- L. For on-going repairs following the three (3) bus stop improvement projects identified in the scope of services, the selected Bidder shall submit an assessment of the required

repairs and quote for material and labor costs to the RTA Facilities and Maintenance Manager or his/her designee for approval prior to proceeding with the work.

GENERAL CONSTRUCTION SERVICES

- M. The selected Bidder shall schedule all planned work in advance, allocate and anticipate staff requirements. Prior to starting work, the Bidder shall obtain all necessary permitting needed for the work and make arrangements for inspections if needed. The Bidder, and its subcontractors, shall each obtain any and all other permits, licenses, inspections, certificates or authorizations required by any governing body or public utility. The Bidder shall provide the RTA a minimum of 5 working days' notice prior to arriving at the project site at the start of construction.
- N. The selected Bidder shall give the RTA a minimum of 48 hours' notice prior to the interruption of any utility service. The interruption of utility services shall be only made during off-peak hours, with the expressed written permission of the RTA. Off peak hours are defined as 9:00 p.m. to 5:00 a.m. Monday through Friday.
- O. The selected Bidder shall not occupy the right-of-way or allow others to occupy the right-of-way for purposes that are not necessary to perform the required work.
- P. The selected Bidder shall conform to traffic control standards and specifications as required for project work. Full compensation for preparing and submitting traffic control measures, furnishing/maintaining traffic controls (signs, lights, flag persons, barricades, other warning/safety devices) shall be included in the project cost estimates (Appendix C).
- Q. The noise level from the selected Bidder's operations shall comply with local ordinances regulating noise levels.
- R. Dust control shall be provided by the selected Bidder throughout the duration of the project.
- S. The selected Bidder shall warrant that all work is free of defective workmanship and materials for a period of one (1) year from the date the work was completed. The Bidder shall replace or repair any such defective work in a manner satisfactory to the RTA after notice to do so from the RTA, and within the time specified in the notice.
- T. The selected Bidder shall monitor the progress of all project work and communicate effectively with RTA Facilities and Maintenance Manager and RTA staff.

- U. The selected Bidder shall provide 24-hour Emergency Repair Services as needed. The Bidder must be available to respond within 8 hours to an emergency situation if directed by the RTA.

LICENSES, REGISTRATION & INSURANCE

- V. The selected Bidder, and its subcontractors, shall possess a current California State General Contractor's License to meet the requirements of the project and legally perform the work in question and obtain a County business license as required. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- W. The selected Bidder, and its subcontractors, shall possess and maintain a current and valid County of San Luis Obispo Business License for the duration of the Agreement term.
- X. The selected Bidder shall procure and maintain for the duration of this Agreement insurance and licenses meeting the requirements specified in Exhibit 2. In all insurance policies required hereunder, the insurance certificate shall evidence a firm commitment by the insurance company to notify the RTA of the expiration or cancellation of any of the insurance policies required hereunder not less than 30 calendar days before such expiration or cancellation is effective.

FEDERAL CLAUSES

To assure compliance with federal laws, regulations, and requirements, the RTA must take measures to assure that other participants in its Third-Party Agreements comply with all applicable federal laws, regulations, and requirements, and follow applicable federal guidance.

- Y. The selected Bidder is required to acknowledge of the federal procurement terms and conditions as mandated by the FTA Master Agreement, and In accordance with 49 U.S.C. § 5325(a), when entering into a contract with the RTA as a federally funded transit project as specified in Appendix D.

PREVAILING WAGE

- Z. In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1,

1773.2, 1773.6, and 1773.7, the current prevailing wages in San Luis Obispo County, California, as determined by the Director of the California Department of Industrial Relations as required to be paid to workers, employed directly upon the site of the work.

AA. Pursuant to the provisions of Section 1773 of the California Labor Code, obtained from the California Department of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each needed craft, classification, or type of workman. Prevailing rate of per diem wages are available at the California Department of Industrial Relations' website address at:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

A list of the County of San Luis Obispo Wage Determinations SLO-2023-02 is specified in Exhibit 3. As this is an FTA funded project it is subject to Federal Prevailing wages in addition to California Prevailing wages as well as all other FTA requirements in Appendix D, the selected Bidder shall pay the higher of the two prevailing wages.

BB. Bidders are advised that any contractor who is awarded an RTA construction project and intends to use a craft or classification not shown on the general prevailing wage determination may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

CC. As required under Sections 1770 et seq of the California Labor Code, the selected Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). The Bidder shall post a copy of such determination at each project site.

DD. This Bus Stop Improvement Services Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

EMPLOYMENT PRACTICES

EE. Labor Discrimination: No discrimination shall be made in the employment of persons on the Work by the Bidder, or by any subcontractor, because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, mental disability, sexual orientation or sex except as permitted by Section 12940 of the California Government Code.

FF. Fair Employment Practice: In the performance of this work, the selected Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical disability, mental disability, medical condition or marital status. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, medical condition, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. See Chapter 6 of Part 2.8 of Division 3 of the California Government Code commencing at Section 12940 for further details.

GG. Working Hours: The selected Bidder shall comply with all applicable provisions of Section 1810 to 1815, inclusive of the California Labor Code relating to working hours. The Bidder shall, as a penalty to the RTA, forfeit \$25.00 for each worker employed in the execution of this Agreement by the Bidder, or by any subcontractor, for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

HH. First Aid For Employees: Pursuant to the provisions of the California Labor Code Section 6708, the selected Bidder, or its subcontractor, shall maintain or make available adequate emergency first aid treatment for its employees, agents, and representatives. As used herein, the word "adequate" shall be construed to mean sufficient to comply with the Federal Occupational Safety and Health Act (P.L. 91-596 OSHA) and the applicable requirements of Cal-OSHA. (See 29 USCA Section 651 et seq.)

II. Apprentices on Public Works: The selected Bidder shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to the employment of apprentices on public works.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JJ. If the selected Bidder is unable to meet the goal set forth above (DBE Participation Goal .5%), the RTA will consider the Bidder's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder's good faith efforts include, but are not limited to, the following:

- Bidder’s documented communication with the RTA’s DBE Coordinator (questions of the RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- Bidder’s pre-bid meeting attendance (At the pre-bid meeting, the RTA generally informs potential Bidders of DBE subcontracting opportunities);
- The Bidder’s own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- Bidder’s written notification to DBEs encouraging participation in the proposed project;
- Bidder’s efforts made to identify specific portions of the work that might be performed by DBEs.

KK. The selected Bidder shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of this project:

- The names, addresses, and telephone numbers of DBEs that were contacted;
- A description of the information provided to targeted DBEs regarding the specifications and bid proposals for portions of the work;
- Efforts made to assist DBEs contacted in obtaining insurances required by the Bidder or the RTA.
- The documentation of good faith efforts to include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract (pursuant to 49 C.F.R. § 26.53(b) (2) (VI)).

In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the DBE goals.

LL. Termination of DBE subcontractor. The selected Bidder shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without the RTA’s prior written consent. The RTA may provide such written consent only if the Bidder has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Bidder shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Bidder 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 project for any reason, the Bidder shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was

terminated, to the extent needed to meet the DBE goal established for this procurement.

MM. The RTA shall monitor the selected Bidder's DBE compliance during the life of the Agreement. In the event this project exceeds ninety (90) days, it will be the responsibility of the Bidder to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Agreement;
- The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

RECORD KEEPING

NN. The selected Bidder shall allow the RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Bidder and other DBE parties entered into during the life of the Agreement.

OO. The selected Bidder shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

PP. The selected Bidder, and each subcontractor, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Bidder in the

manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, the Bidder shall have 10 calendar days to comply subsequent to receipt of written notice specifying in what respects the Bidder must comply with this Section. Should noncompliance still be evident after such 10-day period, the Bidder shall, as a penalty, forfeit to the RTA \$25 dollars for each worker for each calendar day or portion thereof, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is with the Bidder.

QQ. The selected Bidder shall maintain accurate records of all maintenance and repairs completed for the RTA per the Agreement. The Bidder shall provide this information to the RTA upon request.

COMPENSATION OF SERVICES

RR. The RTA will provide the selected Bidder with authorization to proceed with bus stop improvement work at the specified location(s).

SS. The selected Bidder shall be paid upon completion of said work, to the RTA's satisfaction following inspection of said work, for bus stop improvement services.

TT. Services provided under this Agreement shall be invoiced to the RTA Accounting Department via email at accounting@slorta.org. All invoices must have the Contract Agreement Number clearly displayed to ensure timely payment. The RTA will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

UU. Each payment request shall be reviewed by the RTA as soon as possible as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven calendar days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

SANCTIONS FOR VIOLATIONS

VV. If at any time the RTA has reason to believe that the selected Bidder is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this

Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Bidder until such time as the issues concerning the Bidder's compliance are resolved; and
- Termination or cancellation of the Agreement, in whole or in part, unless the Bidder is able to demonstrate within a reasonable time that it is in compliance with the terms stated herein.



Key Personnel in California.

Craig Cox - Chief Risk Officer

Greg Bristol - Chief Project Officer

Ron Rodriguez - Project Manager

375 Walnut Street, Suite A, Arroyo Grande CA 93420

Steve Skelton - Site Superintendent

825 Spring Creek Way. Templeton CA 93465

Ryan Skelton - Staging Area/Lead Carpenter/Site Super

6820 Sherry Place Paso Robles 93446



**REQUEST FOR PROPOSALS
BUS STOP IMPROVEMENT SERVICES
RFP#2024-02**

Insurance and License Requirements

The Bidder is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth in Exhibit 2.

Such insurances and license required shall remain in full force and effect throughout the term of this Agreement.

The insurance requirements specified in this section shall apply to the Bidder and any subcontractors, suppliers, temporary workers, independent Bidders, leased employees, or any other persons, firms or corporations that the Bidder authorizes to work under this Agreement (hereinafter collectively referred to as "Agents").

To the extent that any Agent does not procure and maintain such insurance coverage, the Bidder shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Bidder's indemnity obligation as to itself or any of its Agents in the absence of coverage.

The Bidder is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability and automobile insurance shall **not be less than \$1 million**.

In the event the Bidder or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Bidder's insurance be primary without any right of contribution from the RTA.

Prior to beginning work under this Agreement, the Bidder shall provide the RTA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Business License

- a. A valid Business License Permit authorizing the Bidder to perform the work as detailed in the Scope of Services must be obtained and remain valid during the term of this Agreement. To apply for a general County of San Luis Obispo Business License, complete the Business License Application and email to ttc@co.slo.ca.us or mail to 1055 Monterey Street, Suite D290, San Luis Obispo, CA 93408.

County of San Luis Obispo Business License Application:

<https://www.slocounty.ca.gov/Departments/Auditor-Controller-Treasurer-Tax-Collector-Public-/Forms-Documents/Business-License/Application-for-Business-License.pdf>

County of San Luis Obispo Business License Renewal:

<https://services.slocountytax.org/bl/Renew/Renew1/BusinessLicense>

2. Workers' Compensation and Employers' Liability Insurance

Worker's Compensation and Employer's Liability insurance is required for all employees of the Bidder as required by California law. The Bidder shall provide the following:

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employer's Liability coverage with **minimum limits of \$1million**. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- i. Waiver of Subrogation
- ii. Commercial General Liability Insurance

1. Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage with a **minimum of \$1million** per occurrence or claim and a **general aggregate limit of a minimum of \$1million**. Such insurance shall cover all of the Bidder's operations both at and away from the project site, commencing upon the RTA's issuance of a written Notice to Proceed, unless sooner terminated pursuant to Section 17 of the Agreement.

- a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Contractual liability.
- Personal injury.
- Advertising injury.
- Explosion, collapse, and underground coverage (xcu).
- Broad form property damage.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below.

Products and completed operations insurance shall be maintained for one (1) year following termination of this Agreement.

3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of a **minimum of \$1million per occurrence**.

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below.

Endorsements

- c. *Additional Insured.* The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the RTA and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- d. *Waiver of Subrogation.* The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the RTA and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- e. *Primary Insurance.* The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the RTA.
- f. *Severability of Interests or Cross Liability.* The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the RTA as an Additional Insured shall not in any way affect the RTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Bidder. Said policy shall protect the Bidder and the RTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

I. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the RTA property, the Bidder shall provide the RTA with a certificate evidencing insurance coverage through PlanetBids, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Bidder's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the RTA's Director of Administration/Chief Financial Officer (CFO).

II. General Provisions

- g. *Notice of Cancellation.* The policies shall provide that the Bidders' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the RTA's Deputy Director of Administration/CFO.
- h. *Acceptable Insurers.* All policies shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the RTA and shall be issued specifically as primary insurance.
- i. *Self-insurance.* Upon evidence of financial capacity satisfactory to the RTA and the Bidder's agreement to waive subrogation against the RTA respecting any and all claims that may arise, the Bidder's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
- j. *Failure to Maintain Insurance.* All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of the Bidder's personnel and equipment have been removed from the RTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

III. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- k. Policy retroactive date coincides with or precedes the Bidder's start of work (including subsequent policies purchased as renewals or replacements).
- l. The Bidder shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named

insureds.

- m. If insurance is terminated for any reason, the Bidder agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
- n. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

IV. Deductibles and Retentions

The Bidder shall be responsible for payment of any deductible or retention on the Bidder's policies without right of contribution from the RTA.

BUS STOP IMPROVEMENTS (RFP #2024-02)

BIDDER NAME: AVENTUS NV, INC

PROJECT	TOTAL COST
RAMONA GARDEN TRANSIT CENTER	\$ 31,402.40
ROUTE 27 & 28	\$ 12,715.82
TEMPLETON PARK & RIDE	\$ 21,775.32
BAFO	\$ 65,893.54

**ADDITIONAL SERVICES
PERSON-HOUR WAGE RATES**

It is the intention of the RTA to award a one-time contract for this initial work, and to establish person-hour wage rates for on-going repairs for up to one year after agreement execution.

Please list the position title, per hour prevailing wage rate (\$), overtime rate and administrative fees (percentage %).

Section A		Section B		Section C		Section D	
#	Position	Prevailing Wage Rate (\$)		Overtime Rate (\$)		Administrative Fees (%)	
1	Laborer	\$ 68.39	-	\$ 89.08	-	20%	
2	Carpenter	\$ 74.57	-	\$ 99.00	-	20%	
3	Cement Mason	\$ 71.35	-	\$ 93.35	-	20%	
4	Electrician	\$ 74.86	-	\$ 112.28	-	20%	
5	Painter	\$ 35.25	-	\$ 47.75	-	20%	
6	Plumber	\$ 85.19	-	\$ 112.86	-	20%	
7		\$	-	\$	-	0%	
8		\$	-	\$	-	0%	
9		\$	-	\$	-	0%	
10		\$	-	\$	-	0%	
11		\$	-	\$	-	0%	
12		\$	-	\$	-	0%	
13		\$	-	\$	-	0%	
14		\$	-	\$	-	0%	
15		\$	-	\$	-	0%	
16		\$	-	\$	-	0%	
17		\$	-	\$	-	0%	
18		\$	-	\$	-	0%	
19		\$	-	\$	-	0%	
20		\$	-	\$	-	0%	

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED PROCUREMENT CLAUSES**

The San Luis Obispo Regional Transit Authority (RTA) hereby designates that it is the responsibility of the Proposer/Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this Purchase Order or Contract Agreement are adhered to by the Bidder and its Sub-Bidders when applicable.

In accordance with 49 U.S.C. § 5325(a), the RTA shall ensure that all procurement transactions will be all be conducted in a manner that provides full and open competition.

The RTA reserves the right to cancel the solicitation, without penalty, and at its sole discretion.

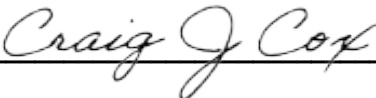
Acknowledgement of FTA Required Contract Clauses (Procurement Terms and Conditions)

By signature below, the Bidder (or designated representative of the Bidder) agrees to comply with Federal Procurement Terms and Conditions outlined below. The Federal Transit Administration (FTA) clauses listed below are herein incorporated into the Purchase Agreement Terms and Conditions for the RTA.

Date: 03.01.2024

Business/Bidder Name (Print): AVENTUS NV, Inc.

Representative Name (Print): Craig James Cox Title (Print): Chief Risk Officer

Representative Signature: 

Contract Type: Professional Services

Purchase Order/Contract No: RFP #2024-02 Bus Stop Improvement Services Amount: TBD

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

- The Proposer certifies that the Proposer and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or The RTA;
 2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

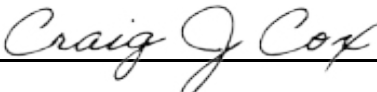
The Proposer shall require that the language of this certification be included in the contract documents for all subBidders and material suppliers at all tiers, and that all subBidders and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: AVENTUS NV, Inc.

Name: Craig James Cox

Title: Chief Risk Officer

Signature: 

SAM Unique Entity ID#: L5J2EMTEACB8 Expiration Date: 06/30/2025

Date: 03.01.2024

San Luis Obispo Regional Transit Authority
FTA Procurement Clauses

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

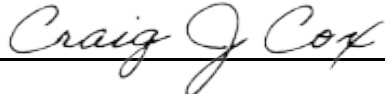
1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subBidders and material suppliers at all tiers, and that all subBidders and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: AVENTUS NV, Inc.

Name: Craig James Cox

Title: Chief Risk Officer

Signature: 

Date: 03.01.2024

**REQUEST FOR PROPOSALS
BUS STOP IMPROVEMENT SERVICES
RFP#2024-02**

CERTIFICATION REGARDING LOBBYING (Mandatory for Bids > \$100,000)

The undersigned certifies to the best of his or her knowledge and belief, that:

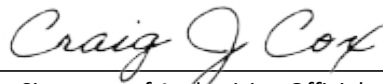
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Authorizing Official

Craig James Cox (Chief Risk Officer)

Name & Title (Print)

Chief Risk Officer

Business Name (Print)

03.01.2024

Date

San Luis Obispo Regional Transit Authority

Sec.	Federal Contract Clause	Applicability to Type of Contract
1	No Government Obligation to Third Parties	Value > \$10K, except Construction Contracts > \$2K
2	Notification to FTA Legal Matters Affecting Federal Government, Additional Notice to US DOT Inspector General)	Value > \$25K
3	Program Fraud and False or Fraudulent Statements and Related Acts	Value > \$10K, except Construction Contracts > \$2K
4	Access to Records, Reports & Sites	All
5	Federal Changes	All
6	Civil Rights Laws & Regulations (Non Discrimination, Title Vi, Equal Employment Opportunity, Special DOL Equal Employment Clause, ADA Access)	All
7	Incorporation of FTA Terms	Value > \$10K, except Construction Contracts > \$2K
8	Free Speech & Religious Liberty	All
9	Federal Termination Rights	All
10	Government-Wide Debarment and Suspension (Non-procurement)	Value > \$25K
11	Termination	Value > \$10K, except Construction Contracts > \$2K
12	Violation & Breach of Contract	Value > \$250K
13	Lobbying	Value > \$100K
14	Cargo Preference Requirements	Equipment/Material/Commodities Transported By Ocean Vessels
15	Fly America Requirements	When Air Transportation Between the U.S. and Outside the U.S. and Paid By FTA Funds
16	Employee Protections (#1) Davis-Bacon Prevailing Wage Davis-Bacon and Copeland Anti-Kickback Acts, and (#2) Contract Work Hours and Safety Standards Act)	#1) Prime Construction Contracts > \$2K #2) All Contracts that Involve Employment of Laborers or Mechanics Value > \$100K
17	Seismic Safety Requirements	New Construction/Additions to Existing Buildings
18	Veterans Employment	Capital Projects
19	Bonding Requirements	Construction or Facility Improvement Contracts Value > \$250K
20	Public Transportation Employee Protective Arrangements	Transit Operations Contracts
21	Charter Bus Requirements	Charter Operations Service (N/A for RTA)
22	School Bus Requirements	School Bus Operations Service (N/A for RTA)
23	Motor Carrier Safety	Transit Operations Contracts
24	Safe Operations of Motor Vehicles (Seat Belt Use, Distracted Driving & Subcontracts)	All
25	Ban Text Messaging While Driving	Value > \$10K, except Construction Contract > \$2K
26	Substance Abuse (Drug and Alcohol Testing)	Transit Operations Contracts that Perform Safety Sensitive Functions
27	Buy America Requirements	Value > \$150K for Contracts that Involve the Purchase of Iron, Steel, Manufactured Goods or Rolling Stock
28	Prohibition of Telecommunications / Surveillance Equipment	All

San Luis Obispo Regional Transit Authority

29	Air Pollution & Fuel Economy	Rolling Stock Acquisition
30	Rolling Stock Limitations	Rolling Stock Acquisition
31	Pre-Award and Post Delivery Audit of Rolling Stock Purchases	Rolling Stock Acquisition
32	Bus Testing	Rolling Stock Acquisition
33	Environmental Protections (NEPA, Environmental Justice, Clean Air Act & Clean Water Act, Historic Preservation, Indian Sacred Sites, Corridor Preservation)	Construction > \$150K
34	Clean Air Act & Federal Water Pollution Control Act	Value > \$150K
35	Energy Conservation Requirements	Construction > \$250K
36	Recycled Products (Solid Wastes)	EPA designated items Value > \$10K In Fiscal Year
37	Intellectual Property / Patent Rights & Rights in Data (Rights to Inventions Made by Nonprofit and Small Business)	Research Projects Only
38	Conformance with National ITS Architecture Policy	Contracts and Solicitations for National Intelligent Transportation System projects only
39	NTD Reporting	Transit Operations Contracts
40	Trafficking in Persons	All
41	Disadvantaged Business Enterprise (DBE) Requirements	Value > \$250K
FTA Certifications (Complete Only IF Applicable)		
	Debarment and Suspension Certification	Value > \$25K
	Buy America Certification	Value > \$150K for Contracts that Involve the Purchase of Iron, Steel, Manufactured Goods or Rolling Stock
	Lobbying Certification	Value > \$100K
	Bus Testing Certification of Compliance	Rolling Stock Acquisition
	Transit Vehicle Manufacturer (TVM) DBE Certification	Rolling Stock Acquisition
	Federal Motor Vehicle Safety Standards (FMVSS) Certification	Rolling Stock Acquisition
	Tax Liability Certification	All

Bidder shall comply with the following applicable FTA requirements. For purposes of these clauses, the RTA shall be the RTA (FTA recipient) that is entering into an Agreement with the Bidder.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

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

2. **NOTIFICATION TO FTA.** *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Bidder must promptly notify the RTA, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Bidder must 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.

- A. **Types of Legal Matters Requiring Notification.** 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 as a party to litigation or a legal disagreement in any forum for any reason.
- B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. **Additional Notice to U.S. DOT Inspector General.** Bidder must promptly notify the RTA, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Bidder 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the RTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the RTA. It also applies to subBidders 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 The RTA, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Bidder. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the RTA, including divisions tasked with law enforcement or investigatory functions.

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Bidder to the extent the Federal Government deems appropriate.
- B. Bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Bidder, to the extent the Federal Government deems appropriate.
- C. Bidder shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subBidder who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, & SITES.

- A. **Record Retention.** Bidder shall retain, and will require its subBidders of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** Bidder shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Bidder shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** Bidder shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the RTA, and their duly authorized representatives to inspect and audit records and information

related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance. Bidder shall permit FTA, the RTA, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.

5. FEDERAL CHANGES. Bidder shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the San Luis Obispo Regional Transit Authority (RTA) and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Bidder's failure to so comply shall constitute a material breach of the Contract.

6. CIVIL RIGHTS. The RTA must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an THE RTA or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. Nondiscrimination in Federal Public Transportation Programs.

1. Bidder must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; **(c)** denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Bidder must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Bidder must:

1. Bidder must prohibit discrimination based on race, color, or national origin,

2. Bidder must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and

3. Bidder must follow: **(a)** the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Bidder must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with

Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Bidder must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. **Affirmative Action.** If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Bidder must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
 3. **Indian Tribe.** Bidder recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
 4. **Equal Employment Opportunity for Construction Activities.** When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Bidder must comply with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
7. **INCORPORATION OF FTA TERMS.** *[These requirements do not apply to micro- purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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, and 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 the contract. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any requests of the RTA that would cause the RTA to be in violation of the FTA terms and conditions. Bidder shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8. **FREE SPEECH & RELIGIOUS LIBERTY.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
9. **FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.
10. **DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.** *[This requirement does not apply to contracts and subcontracts under \$25,000.]*

- A. Bidder shall comply and facilitate compliance with U.S. DOT regulations, “Non- procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Bidder shall verify that its principals, affiliates, and subBidders are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or RTA to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally-assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that Bidder knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidder shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 11. TERMINATION.** *[These requirements do not apply to micro- purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The RTA must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the RTA, including the manner by which it will be affected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

- 12. VIOLATION & BREACH OF CONTRACT.** *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]*

Unless otherwise provided for by the RTA, the following provisions shall apply:

- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of THE RTA. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Bidder mails or otherwise furnishes a written appeal to the authorized representative of THE RTA. In connection with any such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of THE RTA shall be binding upon Bidder, and Bidder shall abide by the

decision.

- B. **Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Bidder shall continue to perform the obligations required of Bidder during the continuation of any such dispute unless enjoined or prohibited by a California Court of competent jurisdiction.
- C. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the THE RTA or Bidder shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS. *[These requirements do not apply to contracts and subcontracts under \$100,000.]*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any The RTA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS). *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A. Bidder shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. Bidder shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Bidder in the case of a subBidder's bill-of-lading); and
- C. Bidder shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA. *[These requirements apply to contracts and subcontracts involving the*

transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Bidders, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Bidder, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Bidder selects a carrier other than a U.S.-flag air carrier for international air transportation, then Bidder shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- E. Bidder shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

16. EMPLOYEE PROTECTIONS.

- A. **Prevailing Wage & Anti-Kickback.** *[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]*
 - 1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Bidder shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Bidder will comply with the Davis- Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the

statute, Bidder shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2. In addition, Bidder shall pay wages not less than once a week. Bidder shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Bidders and SubBidders on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. Contract Work Hours/Safety Standards for Awards Involving Construction.

[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Bidder shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Bidder shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, Bidder and any subBidder responsible therefor shall be liable for the unpaid wages. In addition, Bidder and subBidder shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or subBidder under any such contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subBidder for unpaid wages and liquidated damages as provided in this section.
4. Bidder or subBidder shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subBidders to include these

clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subBidder or lower tier subBidder with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Bidder shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
 2. Bidder shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 3. Such records maintained under this paragraph shall be made available by Bidder for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Bidder will permit such representatives to interview employees during working hours on the job.
 4. Bidder shall require the inclusion of the language of this clause within subcontracts of all tiers.
- 17. SEISMIC SAFETY.** *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Bidder shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Bidder shall ensure that all work performed under this Contract, including work performed by a subBidder, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

- 18. VETERANS EMPLOYMENT.** *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Bidder shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

- 19. BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]*

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the RTA if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Bidder for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all of Bidder’s obligations under such contract.
- C. A payment bond on the part of Bidder for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- 20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These requirements apply only to contracts for transit operations performed by employees of Bidders and subBidders recognized by FTA to be a transit operator.]*

Bidder shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Bidders providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- D. **Flow Down.** Bidder shall include the substance of this clause in each subcontract that may involve operating public transit services.

- 21. CHARTER SERVICE.** *[These requirements apply to contracts for operating public transportation service.]*

- A. Bidder shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of 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 as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, “Charter Service,” 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.
- B. If Bidder engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subBidder operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or **(3)** any other appropriate remedy that may apply.
- C. Bidder should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS. *[These requirements apply to contracts for operating public transportation service.]*

Bidder shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, “School Bus Operations,” 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance, except as FTA determines otherwise in writing. If Bidder violates these school bus requirements, then FTA may bar Bidder from receiving Federal assistance for public transportation or require Bidder to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Bidder may not use federally-funded equipment, vehicles, or facilities. Bidder should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY. *[These requirements apply to contracts for operating bus operation service.]*

- A. **Financial Responsibility.** Bidder shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Bidder is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. **U.S. FMCSA Requirements.** Bidder shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration (**U.S. FMCSA**) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver’s license requirements of U.S. FMCSA regulations, “Commercial

Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES.

- A. **Seat Belt Use.** Bidder is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Bidder or THE RTA.
- B. **Distracted Driving.** Bidder shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- C. **Subcontracts.** Bidder shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. BIDDER POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. [These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]

- A. **Definitions.** As used in this clause: **(1) "driving"** means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and **(2) "text messaging"** means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Bidder is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately- owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Bidder is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: **(1)** establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and **(2)** education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- C. Subcontracts.** Bidder shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
- 26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING).** *[These requirements apply to contracts with Bidders who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*
- A.** Bidder shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight The RTA of California, or the San Luis Obispo Regional Transit Authority (RTA), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B.** Bidder shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Bidder shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to the San Luis Obispo Regional Transit Authority (RTA), 253 Elks Lane, San Luis Obispo, California, 93401. To certify compliance, Bidder 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.
- C.** Bidder shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.
- 27. BUY AMERICA.** *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*
- A.** Bidder shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Bidder must submit to THE RTA the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
- B.** Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.
- 28. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.**
The RTA is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or 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. Bidder shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** 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.

29. AIR POLLUTION & FUEL ECONOMY. *[These requirements apply to contracts for the purchase of rolling stock.]*

The Bidder agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK LIMITATIONS. *[These requirements apply to contracts for the purchase of rolling stock.]*

Bidder and its subBidders must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES. *[These requirements apply to contracts for the purchase of rolling stock.]*

Bidder shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Bidder shall comply with the Buy America certification(s) submitted with its offer. Bidder shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

32. BUS TESTING. *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Bidder [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon

completion of the testing, Bidder shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

33. ENVIRONMENTAL PROTECTIONS. *[These requirements do not apply to Construction contracts and subcontracts under \$150,000.]*

Bidder shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Environmental Policy Act.

1. Bidder shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; **(c)** joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; **(d)** Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and **(e)** other federal environmental protection laws, regulations, and requirements applicable to Bidder.
2. Bidder shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: **(a)** joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; **(b)** joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and **(c)** other federal environmental guidance applicable to the Bidder.

B. Environmental Justice. Bidder shall promote environmental justice by following:

- (1)** Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; **(2)** U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and **(3)** the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. Other Environmental Federal Laws. Bidder shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D. Use of Certain Public Lands. Bidder shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

- E. Historic Preservation.** Bidder shall comply with: **(1)** U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; **(2)** federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; **(3)** the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; **(4)** U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and **(5)** other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.
- F. Indian Sacred Sites.** Bidder shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. *[These requirements do not apply to contracts and subcontracts under \$150,000.]*

Bidder shall ensure that it: **(A)** will not use any violating facilities; **(B)** will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” **(C)** will report violations of use of prohibited facilities to FTA; and **(D)** will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

35. ENERGY CONSERVATION. *[These requirements do not apply to Construction contracts and subcontracts under \$250,000.]*

Bidder shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

36. RECYCLED PRODUCTS (SOLID WASTES). *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]*

Bidder shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection The RTA (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: **(A)** procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; **(B)** procuring solid waste management services in a manner that maximizes energy and resource recovery; and **(C)** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA. *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*

- A.** This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Bidder shall grant the RTA intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Bidder may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Bidder authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- B.** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes": **(1)** any subject data developed under the Contract, whether or not a copyright has been obtained; and **(2)** any rights of copyright purchased by Bidder using federal assistance in whole or in part by the FTA. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C.** Unless FTA determines otherwise, Bidder performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D.** Unless prohibited by state law, upon request by the Federal Government, Bidder shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Bidder of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Bidder shall be required to indemnify the Federal Government

- for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F. Data developed by Bidder and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Bidder identifies those data in writing at the time of delivery of the Contract work.
 - G. Bidder shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- 38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY.** *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*
- Bidder shall conform to the National Intelligent Transportation Systems (**ITS**) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.
- 39. NTD REPORTING.** As a condition of benefitting from federal assistance for public transportation operations, Bidder and its subBidders must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (**NTD**); **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; **(2)** any data on assaults on transit workers; **(3)** any data on fatalities that result from an impact with a bus; and **(4)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.
- 40. TRAFFICKING IN PERSONS.** Bidder and its subBidders or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Bidder shall inform THE RTA immediately of any information Bidder receives from any source alleging a violation of a prohibition in this section. THE RTA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the RTA.
- 41. DBE REQUIREMENTS.** Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the RTA agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
- i) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; (2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26; and (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - ii) DBE Program Requirements. Any agency that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26 (DBE requirements to be provided by the RTA Administration Department for Procurements)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: Strategic Business Plan Results

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File the Attached SBP Results through December 2023

BACKGROUND/DISCUSSION:

In October 2008, the RTA Board, RTA staff, SLOCOG staff and members of the general public met in a day-long workshop to craft the elements of the first *RTA Strategic Plan*. The result of this workshop was a draft outline that contained the major sections and components of the plan. During the development of the FY09-10 Operating and Capital Program, staff developed the four key sections of the plan and this was approved by the Board during the budget process. The major components of the plan are the RTA Vision, Vision Elements, Mission of the Organization, and Strategies in achieving the Mission.

The 2012-14 Strategic Business Plan (SBP) was subsequently adopted in October 2011, and it incorporated goals and objectives developed as part of the *2010 RTA Short Range Transit Plan*. Staff used the measurable standards in the SBP to help guide the organization toward meeting the agency's goals and objectives. The subsequent 2015-2017 SBP was adopted in July 2014, and the most recent 2018-20 SBP was adopted in March 2018.

The 2018-20 SBP incorporated both new and revised standards developed in the 2016 *RTA Short Range Transit Plan*, as well as information gleaned from a customer perception survey completed in October 2017. Finally, the 2018-20 SBP examined real-time data gleaned from our comprehensive GPS-based Intelligent Transportation System (ITS), which helped determine appropriate performance standards.

As noted during the presentation at the March 2021 Board meeting, because the COVID-19 Pandemic has drastically altered ridership patterns, and the RTA was seeking outside funding to update our 5-year Short-Range Transit Plan, staff recommended that the update to the 2018-20 SBP be postponed. The RTA has since kicked-off SRTP, which will include new performance standards that we can use to measure progress toward full ridership recovery. In the meantime, staff continues to provide bi-annual reports to the Board on our results in comparison the current objective and subjective performance standards.

It should be noted that two sections of the SBP include ridership-based metrics that will be impossible to meet due to the drastic reduction in demand caused by the COVID-19 Pandemic. These currently unattainable standards include:

1. **Standards of Excellence Section 1: Service Quality and Efficiency** – We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

Standard 1: The Productivity (passengers per vehicle service hour) standards are presented below for regularly-scheduled / year-round services:

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
- B. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
- C. Runabout and other demand response services will be 2.0 or greater.
- D. Route deviation services (such as RTA Route 15) will be 8.0 or greater.

Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

2. **Standards of Excellence Section 2: Revenue and Resources** – While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers' investment in the RTA.

Standard 2: The Farebox Recovery Ratio for all regularly scheduled / year-round services shall be 20% greater than the minimum standard required by SLOCOG to meet TDA requirements. Measurement: Objective.

Staff plans to present updated SBP metrics over two Board meetings that coincide with planned Short-Range Transit Plan interim documents in September and November 2024.

Staff Recommendation:

Receive and file the attached SBP results through December 31, 2023.

RTA Strategic Business Plan Standards of Excellence

Standards of Excellence Section 1: Service Quality and Efficiency – We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

Standard 1: The Productivity (one-way passenger-boardings per vehicle service hour) standards are presented below for regularly-scheduled / year-round services:

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
- B. Route deviation services (such as RTA Route 15) will be 8.0 or greater.
- C. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
- D. Runabout and other demand response services will be 2.0 or greater.

Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

Measurement: Objective.

- Reviewed monthly by Operations Manager and reported by Executive Director at each Board meeting.

FY 23 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	11.3	14.1	14.3	14.0	13.5	10.8	11.4	12.9	11.9	12.7	12.6	11.2	12.6
Paso Express	16.7	20.0	24.7	22.9	19.4	15.3	18.8	21.9	22.4	21.8	24.7	19.5	20.7
Runabout	1.1	1.3	1.2	1.6	1.6	1.4	1.1	1.2	1.1	1.1	1.3	1.2	1.3
Paso DAR	1.8	1.9	1.9	2.1	1.9	1.8	2.1	2.1	1.6	1.7	1.8	1.8	1.9
Nipomo DAR	2.2	2.5	3.3	3.3	3.0	2.5	2.6	3.0	3.1	2.5	2.7	2.0	2.7
FY 24 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	11.6	13.6	15.6	15.5	14.6	12.2							13.9
Paso Express	16.6	19.8	24.4	25.2	22.4	20.5							21.5
Runabout	1.3	1.5	1.3	1.3	1.3	1.3							1.3
Paso DAR	1.9	2.4	2.1	2.2	2.0	1.9							2.1
Nipomo DAR	1.7	2.3	2.8	2.7	2.6	2.2							2.4

The tables above show that we did not meet the standards for RTA regional fixed-routes, or Runabout so far for FY23-24. However, Paso Express, Nipomo DAR and Paso DAR met the standards. Similar to national ridership trends, the COVID-19 pandemic and statewide stay at home orders beginning in March 2020 drastically reduced demand for public transit services, although productivity remained relatively high since service levels were reduced at

the outset of the pandemic to coincide with demand. Overall ridership is modestly trending upwards, and staff will continue to look at alternatives to improve results.

Standard 2: The Service Delivery rate for all regularly-scheduled / year-round services shall be 99% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

As long as a scheduled fixed-route bus trip is delivered ahead of the next scheduled bus trip, then service is considered “delivered” (but that late trip will still be reported under the on-time performance measure discussed below). The service delivery goal is 99% or greater. The RTA delivers about 2,574 trips per month, and for FY22-23 we missed 26 trips, or a service delivery achievement of 99%. Paso Express delivers about 634 trips per month, and we missed eight trips in FY22-23, resulting in a service delivery achievement of 99%. For FY23-24 thus far, RTA has missed eleven trips and Paso Express missed nine trips, resulting in a 99% delivery rate for both.

Standard 3: “On-time” is defined as no later than six minutes from any time point in the published schedule. We recognize that making scheduled transfers between buses is vitally important to riders, and staff will explore methods of regularly measuring missed transfers. The following On-Time Performance (OTP) standards shall apply to regularly-scheduled / year-round services:

- Regional intercity fixed-route and Express runs shall be 85% or greater.
- Local fixed-route shall be 90% or greater.
- Route deviation services shall be 70% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

FY 2024													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	82%	81%	79%	79%	78%	81%							80%
Paso	87%	88%	87%	87%	87%	85%							87%
Rte 15	79%	75%	81%	76%	77%	73%							77%
FY 2023													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	89%	88%	85%	83%	84%	81%	85%	86%	85%	81%	83%	82%	84%
Paso	90%	92%	88%	86%	90%	86%	89%	87%	82%	89%	83%	87%	87%
Rte 15	82%	79%	77%	81%	77%	73%	77%	76%	80%	82%	83%	83%	79%

- For FY22-23, RTA intercity and Paso Express did not meet standards, while the Route 15 exceeded the standard at 79%. Staff will continue to look for ways to improve this result.
- For FY24 thus far, RTA and Paso Express are not meeting standards, but the Route 15 is with a 77% average. Staff will continue to look for ways to improve this result.

Standard 4: The On-Time Performance (OTP) for Runabout and other demand response services shall be 95% or greater.

Measurement: Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

Runabout service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout surpassed this goal in each month of FY22-23 with a 99% on-time average. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve these strong results. For FY23-24, we are currently at a 99% on-time average.

Standard 5: The RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions

Measurement: Subjective.

- Reported by the Executive Director and Division Heads annually.
 1. Schedule revisions and minor route alignment changes are evaluated routinely to improve service delivery.
 2. Staff monitors ridership and customer comments looking for system improvements.

Standard 6: The RTA will measure Overcrowding as the frequency of instances that the number of passengers on a bus exceeds the number of seats (i.e., 34 passengers on a 34-seat bus equates to a Load Factor of 1.00), as well as the duration of exceedances. The Overcrowding standards are as follows:

- A. The standard for regular fixed-route services is no more than 10% of the monthly total number of bus trips that exceed a Load Factor of 1.25 for greater than 20 minutes.
- B. The standard for Express services is no more than 10% of the monthly total number of bus trips exceeds a Load Factor of 1.00 for greater than 20 minutes.

If the Load Factor standards are exceeded, staff will assign a larger vehicle (if possible); otherwise, the Board will direct staff to evaluate adding scheduled bus trips to spread out the passenger loads.

Measurement: Objective.

- Reviewed quarterly by Operations Manager and reported by the Executive Director biannually to the Board.

For FY22-23, there were two trips that experienced overcrowding. The first was the 8:33am northbound Route 12 from the Government Center. This was due to an increase in Cuesta College students riding. The second was the Paso Robles Express Route A in the afternoon due to the large number of high school and junior high students riding.

For FY23-24, we are still experiencing overcrowding on the 8:33am northbound Route 12 trip as well as the afternoon Route A trip. Staff will continue to monitor the service for overcrowding as it relates to riders' comfort levels.

Standards of Excellence Section 2: Revenue and Resources – While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers' investment in the RTA.

Standard 1: The annual operating budget will be based upon projected revenue and the total operating cost will not exceed the budget adopted by the Board.

Measurement: Objective.

- Tracked monthly in financial statements and reported bimonthly to the RTA Board. Below are results for the past five fiscal years, plus YTD for FY23-24:

FY17-18 Result: Operating Costs were 94% of the adopted budget

FY18-19 Result: Operating Costs were 95% of the adopted budget

FY19-20 Result: Operating Costs were 94% of the adopted budget

FY20-21 Result: Operating Costs were 88% of the adopted budget

FY21-22 Result: Operating Costs were 95% of the adopted budget

FY22-23 Result: Operating Costs were 92% of the adopted budget (net of depreciation and pension expense/GASB 68 adjustment)

FY23-24 Result: Operating Cost are 46.4% of the adopted budget through 50% of the fiscal year (unaudited)

Budget versus actual expenses data is calculated and reviewed on a monthly basis by RTA staff. This information is reported to the Board at each meeting (typically every other month) to help inform decisions.

Standard 2: The Farebox Recovery Ratio for all regularly scheduled / year-round services shall be 20% greater than the minimum standard required by SLOCOG to meet TDA requirements.

Measurement: Objective.

- Tracked monthly and reported bimonthly to the RTA Board. Below are results for the past five fiscal years, plus YTD for FY23-24:

FY17-18 Result: 20.5% (including Paso Express)

FY18-19 Result: 18.2% (including Paso Express)

FY19-20 Result: 12.7% (including Paso Express); prior to the COVID-19 pandemic (through January 2020), we achieved a result 18.0%.

FY20-21 Result: 3.5% (including Paso Express and South County Transit from January 1 – June 30, 2021) – COVID-19 pandemic limited fare period
FY21-22 Result: 8.2% (including Paso Express and South County Transit)
FY22-23 Result: 8.7% (including Paso Express and South County Transit) (net of depreciation and pension expense/GASB 68 adjustment)
FY23-24 Result: 8.5% (including Paso Express and South County Transit) through December 2023 unaudited

In recent years, the RTA has struggled to meet this standard, particularly as the pre-Pandemic economy improved, gas prices remained relatively low, and private automobile ownership increased. As shown, the FRR is improving as demand grows, workers continue to increase in-office working days/hours, and as fuel pricing remain high. Staff will continue to closely monitor our FRR performance, particularly in light of recent gas price increases.

Standard 3: No significant annual fiscal and compliance audit findings.

Measurement: Objective.

- Finance and Administration will report any negative audit findings to the RTA Board.

The RTA consistently achieves positive annual fiscal and compliance reports with no significant financial audit findings. Staff strives to improve transparency and continues to implement procedures that exceed the auditors' expectations.

Standard 4: Ensure that all capital procurements provide good value to our customers and our employees.

Measurement: Subjective.

- Evaluated through the Marketing Department's biannual Community Perception Survey, feedback from communities, and review of the annual 5-year capital program by the RTA Board.

The annual capital program is developed by staff and presented to the Board as part of the annual budget-making process. In addition, staff presents budget revision recommendations if conditions change.

Standards of Excellence Section 3: Safety – We recognize the tremendous importance of safety in the operation of RTA service to our customers and communities. Therefore, the safety of our customers and employees will be an organizational priority and we will be proactive in promoting system safety.

Standard 1: Rate of preventable vehicle collisions will not exceed 1.0 per 100,000 miles.

Measurement: Objective.

- Rate shall be tracked by the Safety and Training Manager, and reported annually to the RTA Board. Below are results for the past five fiscal years, plus YTD for FY23-24:

FY17-18 Result: 0.94

FY18-19 Result: 1.14

FY19-20 Result: 2.56

FY20-21 Result: 1.65 RTA-only, and 1.48 combined RTA/SoCo

FY22-23 Result: 1.75 Combined

FY23-24 Result: 0.78 Combined through 12/31/2023

Bus Operators are held to a higher safety standard than the general public. Staff will continue to track this KPI closely. We have put together a team to monitor causative factors, including trends by route, years of experience, location, type of collision, etc. New Bus Operators return for refresher training after three months after graduating from the training program.

Standard 2: Address all safety hazards identified by the Safety Resource Committee.

Measurement: Objective.

- List shall be compiled with action items and timelines by the Safety and Training Manager.

Employees are engaged in the Safety Resource and Employee Committee by submitting suggestions. Suggestions that are not directly related to the Committee's mission are forwarded to the appropriate department for resolution.

During FY23-24, the Safety Resource Committee closed five action items, with six open action items and two recurring items remaining. The action items involve purchasing atomic clocks with temperature read-out in support of our Heat Illness plan, suggestions on how our paratransit vehicles can service the new restriping on Marsh St, and placing height measurements on the inside of RTA vehicles so drivers are aware of their vehicle clearance. RTA employees continue to demonstrate attentiveness and communication in mitigating hazards and engage in improving the quality of our work environment. The Safety Resource Committee continues to address difficult locations on fixed route services by working with the cities to ensure bus stops are easily accessible. The Safety Resource Committee continues to address difficult locations on the RTA Demand Response service which involves navigating around or away from hazards at customer pick-up/drop-off locations.

Standard 3: Preventable workers compensation lost-time claims will not exceed six annually, and preventable medical-only claims will not exceed five annually.

Measurement: Objective.

- All work comp claims shall be duly investigated and immediately reported by Finance and Administration staff to our carrier. Below are results for the past five fiscal years, plus YTD for FY23-24:

FY17-18 Result: 0 lost-time claims, and 7 medical-only

FY18-19 Result: 11 lost-time claims, and 5 medical-only

FY19-20 Result: 7 lost-time claims (two are open as of December 31, 2023), and 14 first aid/incidents/medical-only (all have closed)

FY20-21 Result: 4 lost-time claims (all have closed), and 14 first aid/incidents/medical-only (all have closed)

FY21-22 Result: 3 lost-time claims (all have closed) and 5 first aid/incidents/medical-only (they are all closed)

FY22-23 Result: 7 lost-time claims (five are closed as of December 31, 2023), and 8 first aid/incidents/medical-only (they are all closed)

FY23-24 Result: 4 lost-time claims (all four are open as of December 31, 2023) and 6 first aid/incidents/medical-only (they are all closed)

Standard 4: Customer and community perception of system safety will be at least 90%.

Measurement: Objective.

- As measured in biannual Community Perception Survey.

Based on the Short-Range Transit Plan Survey conducted in October 2023, customer perception of system safety/security was rated 4.4 out of 5, which equates to 88%. Staff strives to maintain and enhance satisfaction regarding this standard.

Standard 5: Total risk management costs shall not exceed industry norms. Staff will undertake alternating market surveys every four years for vehicle liability / physical damage coverage and for workers compensation coverage.

Measurement: Objective.

- Tracked monthly by Finance and Administration and reported bimonthly to the RTA Board. Reported monthly by Finance and Administration in financials and YTD budget reports. Below are results for the past five fiscal years, plus YTD for FY23-24:

FY17-18 Result: 13.2% of total operating costs

FY18-19 Result: 10.8% of total operating costs

FY19-20 Result: 10.9% of total operating costs

FY20-21 Result: 9.9% of total operating costs

FY21-22 Result: 7.6% of total operating costs

FY22-23 Result: 10.2% of total operating costs (net of depreciation and pension expense/GASB 68 adjustment)

FY23-24 Result: 8.1% of total operating cost through December 2023 (unaudited)

Staff has worked hard to close claims opened in prior years. More importantly, our workers compensation premium rates declined for the first time in many years. Although this is good news, due to the tightening market in California, staff expects risk management costs to continue to escalate unless tort reform or other adjustments are made by the Legislature that could reduce transit agencies' exposure to frivolous lawsuits. If our exposure could be reduced, it would likely increase competition in the market and reduce our risk management costs. Staff is closely monitoring this issue and will report developments back to the Board as information is collected.

Standards of Excellence Section 4: Human Resources – Our employees are the foundation of the organization. We will support our employees in achieving excellence through training and development, teamwork, and continuous efforts at effective communication while treating each with integrity and dignity.

Standard 1: Recruit, promote and retain highly qualified employees to achieve our service standards.

Measurement: Subjective.

- Annual assessment by Executive Director and Department Heads.

The annual calendar year turnover rates for RTA are as follows:

2018 – 20%
2019 – 18%
2020 – 13%
2021 – 19%
2022 – 16%
2023 – 9%
2024 – 3.4% as of March 21, 2024

Standard 2: Provide continuous development of skills and capabilities through ongoing training and development programs that foster personal and professional growth. Department Heads develop training plans as part of annual budget-making process, according the following minimum standards:

- A. Maintenance: 30 Hours per technician annually.
- B. Operations Supervisors: 24 Hours annually.
- C. Bus Operators: 8 Hours Annually.
- D. Finance and Administration: 16 Hours per employee annually.

Measurement: Objective.

- Department Heads evaluated annually for achievement of training objectives.

Staff appreciates the Board’s commitment to funding a relatively robust training budget. It should be noted that ongoing training is a major part of what staff does on a daily basis to help both the organization and staff grow professionally and enhance safe operations.

- Maintenance:
 - For FY22-23, our Technicians have averaged over 21 hours per person, including forklift training and implicit bias training. A significant amount of training was expected to be conducted during the second half of the fiscal year to support the electric vehicles the RTA has on order but with the anticipated delivery being pushed into 2024, the training has been delayed. The Utility and Parts Clerk staff have averaged over 20 hours per person.
 - For FY23-24, as of December 2023, our Technicians have averaged over fourteen hours per person, including scissor lift operator training and high voltage awareness and contact release training. Additional training will be occurring as the agency takes delivery of electric buses with a planned implementation before the end of the fiscal year. The Utility and Parts Clerk staff have average five hours per person.

- Operations: In FY23-24, the average to date is 30 training hours per Operations Supervisor; standard is 24 hours annually. The training staff has conducted 130 training hours with Operations Supervisors. These trainings included the following:
 - Mandatory two-hour Management Sexual Harassment Training every two years.
 - The Operations Manager attended the CalACT conference in the Fall of 2022 and the Spring of 2023, totaling 80 hours.
 - Through the secret rider program, CalTIP provided the results and did a driving safely training with Operation supervisors and Operators.
 - One of our Training staff complete the 40 hours DMV Examiner Training,
 - One of our Training staff members completed the required courses to obtained his FTA Public Transportation Safety Program Certification and will attend refresher training class.
 - Transitions Mental Health training conducted by SLO Sheriff and Emergency Responders, attended by Supervisors and Operations Management, 37 hours of combined training.
 - Catalyst Consulting training for all supervisors, Operations Management, 8-hours classroom training - 136 hours combined training hours
 - Three Supervisors attended two days' of FTA Drug & Alcohol Training, 72 hours of combined training.
 - National Transit Institute 16-hour class; "Transitioning from Frontline Employee to Frontline Supervisor." Two Supervisors completed the class for a combined total of 32 hours.
 - All Supervisors attended ADA Runabout refresher training by an RTA training staff member.

- Bus Operator training included:

Besides the required 8 hours of annual Verification of Transit Training, Bus Operators have received a combined total of 195.50 additional training hours conducted by our training department for topics listed below, but not limited to:

 - Three-month refresher training for new Bus Operators.
 - Focused and customized training designed specifically for Bus Operators on an as-needed basis (i.e., in response to a collision, customer complaint, or other incident).
 - New Bus Operator Trainees receive a 6-week training program, plus additional training with a qualified Line Instructor operating in Revenue Service before working alone.
 - Bus Fleet Orientation for three new vehicles types and refresher training as needed.
 - Twelve Bus Operators completed new hire training for from July 1, 2023 through February 29, 2024. Three are currently in training, and ten in background check and DMV permitting/licensing.

- Three employees completed new hire training, as follows: One Supervisor, one Assistant Facility Manager, and one Administrative Assistant.
 - Thirty-one Bus Operators completed the required annual one-hour sexual harassment training.
 - CalTIP Sedgwick De-Escalation, two hours: 35 Bus Operators, 8 supervisor/dispatcher/management staff, 3 Safety & Training staff, 6 maintenance staff, and 5 administrative staff.
 - Cal-Tip Sedwick Reasonable Suspicion, two hours: Four administrative staff, three Safety & Training staff, three maintenance staff, and fifteen supervisor/dispatcher/ management staff.
 - Heat Illness and Prevention Training, 30 minutes: Twelve operations staff,
 - ChargePoint EV Training, 3.50 hours: three Safety & Training staff
 - Homeless Training, two hours: three Safety & Training staff / Community Action Team SLOPD Officer Shafer on Mental Health
 - Diversity, Equity, & Inclusion, one hour: Safety & Training Manager
 - Eleven Applicants attended DMV Permit Study Classes with the training staff for a total of 81.50 hours.
- Finance and Administration: these training hours are used by each employee in various ways based on their responsibilities and in consultation with his or her direct supervisor. In FY23-24 through December 2023, these included the CALPELRA Human Resources Conference, CalACT fall conference, strengths training and the CalTIP Board of Directors meeting.

In FY22-23, these included the CALPELRA Human Resources Conference, implicit bias training, Transit and Paratransit Management Certificate Program from the University of the Pacific, networking with other transit agencies during the Central Coast Transit Summit (hosted by the RTA this year), FTA Triennial Review Workshop, and CalTIP Board of Directors meetings.

Standard 3: Enable our employees to achieve excellence in serving our customers by building teamwork and understanding effective communication within the organization.

Measurement: Subjective.

- Employees provided opportunity to provide feedback on organizational communication as part of the Executive Director’s annual evaluation.

We continually stress the tenets of *Verbal Defense and Influence*, which focuses on how to communicate more effectively with each other and our customers – particularly in difficult or threatening situations. Additionally, mandatory Cultural Intelligence training was held for all employees to enhance the awareness of staff and the impact it has on communications. The Executive Director and the three RTA department heads meet weekly to ensure consistency in messaging and direction for the organization. The Executive Director and the three department heads also conducted an annual manager

retreat focusing on strategic initiatives with the upcoming delivery of electric buses and related charging infrastructure options in northern California in December 2023.

Standard 4: Employees will be evaluated annually in a fair and equitable way to judge performance and be provided a developmental plan for the next fiscal year.

Measurement: Objective.

- Employee merit evaluations will be provided to each employee annually with the evaluation grading measurement of attainment of department objectives developed during the budget process and achievement of RTA's Standards and RTA's KPIs.

The RTA currently completes formal annual evaluations for administration and management staff. For non-management staff not covered by the Collective Bargaining Agreement, we have implemented improved annual performance planning and appraisal documents to better reflect the role of each classification. Bus Operators, Technicians, the Parts Clerk, and Utility employees are evaluated based on the requirements of the Collective Bargaining Agreement (CBA) and to ensure the public's safety. Both Technicians and Bus Operators are also evaluated as part of the RTA Safety Awards program on their individual anniversary dates.

Standards of Excellence Section 5: Fleet and Facility – We will operate and maintain a modern and clean fleet and facilities that will be pleasing to our customers and a source of pride for our employees and our communities.

Standard 1: If funding permits, the RTA will match SLO Transit's standard of replacing revenue vehicles when they reach the FTA-defined useful life minimums in terms of service years or miles. If funding remains constrained, negotiate with SLO Transit to ensure neither agency's buses surpass 40% beyond the FTA standards.

Measurement: Objective.

As of December 31, 2023 the average age of our 32 fixed-route vehicles is 9 years with an average of 409,356 miles per vehicle. The average age of our 27 demand-response vehicles (including Runabout and other Dial-A-Ride vans) is 4 years with an average of 75,559 miles. We are currently within the RTA's vehicle life standards.

Our capital program was updated as part of the 2016 SRTP update, which was adopted by the RTA Board in July 2016. Staff is working closely with our SRTP consultants to develop an updated plan, with is expected to be completed by the end of 2024. In addition, a five-year capital program is included in each annual budget document.

Standard 2: Road calls will not exceed five per 100,000 vehicle service miles. A road call is defined as all mechanical or other vehicle-related failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover.

Measurement: Objective.

- As tracked and reported by the Maintenance Department, and reported biannually to the RTA Board.

As of December 2023, there were seven major mechanical system failures and fifteen other mechanical system failures in FY23-24. This equates to 3.38 failures per 100,000 vehicle revenue miles for fixed-route buses and 0.34 for demand response vans.

Standard 3: Maintain a clean, attractive fleet. Maintain our facilities so that they are safe and appealing to customers and employees.

Measurement: Subjective.

- As measured by employee and customer feedback.

Based on the results of the SRTP survey that was conducted in October 2023, cleanliness of buses ranked 4.4 out of 5, which equates to 88%.

Standard 4: Achieve an 80% favorable rating of bus stop appearance by customers and the communities that we serve.

Measurement: Objective.

- As measured in the biannual Community Perception Survey.

Bus stop appearance was included in the October 2023 Short-Range Transit Plan survey, and we achieved a ranking of 3.8 out of 5, which equates to 74%. Although this meets the favorable standard, staff is developing a strategy to address this standard, including updating/replacing the bus stop signs for South County Transit and repair/enhancement of bus stop lighting.

Bus stop location was also included in the October 2023 Short-Range Transit Plan survey and we achieved a ranking of 4 out of 5, which equates to 80%.

Standard 5: Achieve all federal- and state-mandated maintenance minimums, as well as vendor recommended maintenance schedules, for our fleet and facilities. The following standards apply:

- A. No negative CHP Annual Terminal Inspection, FTA Triennial Review or TDA Triennial Performance Audit findings.
- B. Preventative maintenance schedules for all equipment shall be done on a timely basis (3,000-mile intervals or as mandated by equipment OEM vendor).

Measurement: Objective.

- As tracked by the Maintenance Department, and reported annually to the RTA Board.

There were no negative findings in the 2023 TDA Triennial Performance Audit or in the 2023 FTA Triennial Review, nor in the most recent CHP Terminal Inspection. Preventive maintenance has been completed on a timely basis, with no CHP findings.

Standards of Excellence Section 6: Leadership – We will strive to be one of the nation’s leading small transit operators. We will work to maintain collaborative relationships within the industry, within our community, and with our stakeholders. We will develop future leaders from within our organization.

Standard 1: Maintain cooperative relationships with federal, state and local funding agencies.

Measurement: Subjective.

- Will be reviewed by staff and RTA Board.

Staff believes that we have built upon an already strong relationship with our partners at the federal, state and local levels – and we’ve continued to make strides with the new manager of the SLO Transit system. He has also worked cooperatively with the transit agency leaders in the county to advocate for and develop a consistent message on issues related to SLOCOG’s 5307 POP Working Group and for transit projects that are formula TIRCP/ZETCP eligible. If any issues arise (i.e., the January flooding, collisions or personnel issues that require Board notification), it is brought to the Board leadership’s attention for direction so that staff can work with our cohorts in the region to provide a reasonably consistent response. The Executive Director serves on the CTA Small Operators Committee and served as the Chairperson for the CalTIP Board until terming-out in April 2024. However, our relationship with Santa Maria Regional Transit has become strained recently, and we hope that working through a fare-sharing agreement and possible mutual aid agreements will help rebuild trust.

Standard 2: Develop partnerships with stakeholders, community leaders and decision makers, while keeping them well informed of the integral role of RTA and contributions to the communities that we serve.

Measurement: Subjective.

- To be evaluated and monitored by RTA Board.

The agency’s partnership successes are formally discussed by the Board during the Executive Director’s annual evaluation. In addition, issues and ideas are also forwarded by community members to both the Board and staff throughout the year. The Executive Director also attends City Council and other public meetings in each RTA jurisdiction throughout the year. The Executive Director also actively participates as a member of Rotary SLO de Tolosa, which provides an important link to thought leaders and prominent community members throughout our county. He is also serving as the project manager for the Joint Short-Range Transit Plans study that kicked-off in September 2023.

Standard 3: Promote effective internal communications and promote the values of the organization.

Measure: Subjective.

- To be evaluated by Executive Director.

Promoting effective internal communication is a task that always requires high- and mid-level nurturing, which is especially important now that we have emerged from the Pandemic. Senior staff members meet weekly to discuss effective communications and our organizational values, while a broader group meets monthly to strive to ensure messaging is consistent and useful. The Executive Director also informs the Board President of on-going efforts to improve communications and employee morale within our organization. While we believe we are making strides in improving internal communications, this is an area in which the work is never “done.”

Standard 4: Provide effective leadership for public transportation within the County.

Measurement: Subjective.

- To be evaluated by Executive Director and RTA Board.

Similar to the discussion on Standard 3 above, the Executive Director’s leadership is evaluated annually as part of his review. The Executive Director also discusses leadership successes and goals with his three department heads as part of their annual evaluation. Finally, the Executive Director and other senior RTA staff discuss direction with other transit agency staff during quarterly RTAC meetings and other transit-focused meetings (i.e., FTA 5307 planning, UZA MOU discussions, SSTAC, etc.) throughout the year.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-7

TOPIC: Short-Range Transit Plan Update

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File this SRTP Update

BACKGROUND/DISCUSSION:

As a reminder, staff provided an update to the RTA Board of Directors at its March 6, 2024 meeting on *Working Paper #1 Overview of Transit Services* and *Working Paper #2 Goals, Objectives and Standards*. This staff report will provide an update on *Working Paper #3 Service and System Evaluation* and expected future working papers.

Staff from both the RTA and SLO Transit conducted a joint meeting of the RTA's Regional Transit Advisory Committee (RTAC) and SLO Transit's Mass Transportation Committee (MTC) on March 13th. The consultant team reviewed the findings from the first three working papers, including strengths and weaknesses of each transit agency's services as perceived by staff, riders, external stakeholders and bus operators. The consultant team then led a workshop soliciting input from RTAC and MTC members, as well as members of the public, on potential service alternatives that could improve transit services. Participants ranked each general area of improvement using maps and stickers.

Based on the input from the March 13th RTAC/MTC meeting, the consultant team is now developing two general scenarios: 1) a "status quo" service package for each transit agency that addresses expected growth in population and planned development over the next 5-7 years, as well as full restoration of pre-pandemic service levels, and 2) a moderate growth scenario that increases service levels and still be financially feasible in SLO County. These service alternatives will be detailed in *Working Paper #4 Operations Alternatives*, which is expected in the middle of May. This important document will be reviewed by another joint RTAC/MTC meeting scheduled for June 5, 2024. All interim documents are posted on the RTA and SLO Transit websites.

Looking further ahead, *Working Paper #5 Operations Budgets* is expected in mid-July, followed by *Working Paper #6 Marketing Strategies* in late-July and *Working Paper #7 Capital Improvements* is expected in late-August. The final interim document, *Working Paper #8 Coordination Strategies*, will be provided in late-August. After including input on these five working papers, the consultant will provide an administrative draft Short-Range Transit Plan for each agency in mid-September, which will be reviewed by the Steering Committee. Once the Steering Committee's input is considered, the consultant

will provide the Draft SRTPs in mid-October; the Draft SRTPs will be presented to a joint RTAC/MTC meeting in early November.

Staff Recommendation

Receive and File this SRTP Update.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2024
STAFF REPORT**

AGENDA ITEM: A-8

TOPIC: Amendment #1 to Agreement for Provision of Paso Robles Transit Services

ACTION: Approve

PRESENTED BY: Geoff Straw
Executive Director

STAFF RECOMMENDATION: Authorize the RTA Executive Director and Board President to Execute Amendment #1 to the Agreement for the Provision of Paso Robles Transit Services by the RTA

BACKGROUND/DISCUSSION:

In June 2012, the SLOCOG Board adopted the North County Transit Plan, following similar actions by the Paso Robles and Atascadero City Councils. The key Plan recommendations were to:

1. Consolidate the entire Paso Express Routes A, B and C into the RTA, with the local Route C (North Cuesta-downtown Paso Robles-Twin Cities) service replaced by an extended RTA Route 9.
2. Consolidate the Atascadero El Camino Shuttle into RTA by replacing it with an expanded RTA Route 9.

In January 2014, an agreement between the City of Paso Robles and the RTA was approved that focused on the consolidation of Paso Robles transit services into the RTA. The consolidation became effective June 1, 2014. The primary benefit of this consolidation was the City of Paso Robles realizes significant savings in Local Transportation Funds (LTF), which are state monies eligible for transit, bicycle projects, streets and roads. The North County region benefits by the reduced demands by municipal systems on Federal Transit Administration Section 5307 program funds apportioned to the *Paso Robles – Atascadero Urbanized Area*. Riders benefit by their ability to seamlessly transfer across local and intercity/regional services. Finally, the RTA benefits due to reduced sub-grantee oversight responsibilities.

Attached is a draft Amendment #1 to that agreement that would become effective June 1, 2024, replacing the original 10-year agreement. All other terms and conditions of the original agreement would remain in effect. Those items include the RTA providing full operation and administration of local transit services in Paso Robles, and the RTA

acting as the direct TDA recipient. Also, in alignment with the original agreement, none of the costs of providing and administering Paso Robles local transit services would be passed on to the other local jurisdictions that fund core RTA operations.

Staff Recommendation

Authorize the RTA Executive Director and Board President to execute amendment #1 to the agreement for the provision of Paso Robles transit services by the RTA.

**AMENDMENT NO. 1 TO AGREEMENT FOR
PROVISION OF PASO ROBLES TRANSIT SERVICES BY SAN LUIS OBISPO
REGIONAL TRANSIT AUTHORITY**

This Amendment No. 1 to Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority ("Amendment No. 1") is made this ___ day of _____, 2024 (the "Effective Date"), by and between the San Luis Obispo Regional Transit Authority ("RTA") and the City of Paso Robles, a municipal corporation ("City").

WHEREAS, on January 8, 2014, the RTA and City entered into an Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority (the "Agreement") wherein RTA agreed to provide local public transit services within the boundaries of City subject to certain terms and conditions;

WHEREAS, the term of the Agreement was for ten (10) years; and

WHEREAS, by this Amendment No. 1, RTA and City desire to extend the term of the Agreement for an additional ten (10) years so that the RTA can continue to provide local public transit services within the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the RTA and City agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by this reference.
2. Amendment to Agreement. The term of the Agreement is hereby extended for an additional ten (10) years terminating on June 1, 2034, unless terminated earlier as provided in the Agreement or further extended in writing by mutual agreement of the parties.
3. Original Agreement. Except as amended in this Amendment No. 1, all terms and conditions in the Agreement shall remain in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 by their duly authorized officers as of the Effective Date.

CITY	RTA
<p>ATTEST:</p> <hr/> <p>Melissa Boyer, City Clerk of The City of Paso Robles</p> <p>[SEAL]</p>	<p>ATTEST:</p> <hr/> <p>Executive Director San Luis Obispo Regional Transit Authority</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM AND LEGAL EFFECT: Elizabeth Hull City of Paso Robles Counsel</p> <p>By: _____ Elizabeth Hull</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND LEGAL EFFECT: RITA NEAL County Counsel</p> <p>By: _____ Assistant County Counsel</p> <p>Date: _____</p>
<p>CITY</p> <hr/> <p>John Hamon, Mayor City of Paso Robles</p> <p>Date: _____</p>	<p>REGIONAL TRANSIT AUTHORITY</p> <hr/> <p>President San Luis Obispo Regional Transit Authority Board of Directors</p> <p>Date: _____</p>

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-9

TOPIC: New Customer Service Clerk Position

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Addition of a Customer Service Clerk Classification

BACKGROUND/DISCUSSION:

In an effort to address staffing, particularly in the Bus Operator classification, staff conducted a review on the classifications in the Operations department. Staff has also been reviewing options for enhancing productivity of the Runabout and demand response scheduling system. As part of that process, the ability to centralize the customer service function so the Operations and Scheduling Supervisor can focus on supervision was deemed essential, which could be achieved by developing a new Customer Service Clerk classification. This would not add to the budgeted number of full-time equivalent employees; instead, it would be a classification that would be incorporated in the future as employees separate from the Operations and/or Scheduling Supervisor classification.

Staff reviewed the impacts of adding this classification. They would include:

- The benefits for the Customer Service Clerk would be the same as those included in the employee handbook for the Operations and Scheduling Supervisors.
- The wage scale for FY24-25 would be the same as the Administrative Assistant, which is lower than that of an Operations and Scheduling Supervisor:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
\$53,571.47	\$56,250.06	\$59,062.57	\$62,015.69	\$64,496.32	\$66,431.22	\$67,759.84

- The proposed job description is included as an attachment to this staff report.

Staff Recommendation for the Board:

Authorize addition of the classification of Customer Service Clerk to the RTA organization structure.

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**San Luis Obispo Regional Transit Authority
Job Description**

JOB TITLE: Customer Service Clerk
DEPARTMENT: Operations
REPORTS TO: Manager, Operations
FLSA STATUS: Non-Exempt
EFFECTIVE DATE: May 2024

JOB SUMMARY

Under the direction of the Manager, Operations, performs various administrative and clerical duties to support RTA Operations and Administrative staff, including office administration, correspondence and activities supporting the Operations Dispatch function, including responding to customer inquiries via telephone, email and/or other customer/community relations methods.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Answer high-paced telephone and computer inquiries about RTA services, including customized travel/trip plans for fixed-route riders, real-time bus arrival/departure information, logging requests for demand response service, and other Dispatch supporting tasks.
- Perform clerical or technical administrative duties, including assisting the Lead Supervisor with development of bi-weekly payroll submittals for the Operations department.
- Screens and routes telephone calls to Operations staff members.
- Compose various statistical reports, correspondence and documents.
- Relieve department head of routine administrative tasks such as compiling statistical information.
- Maintain a wide variety of office equipment.
- Assist Administrative Assistant, Administration staff to maintain/update eligibility list for various passes and pass discounts.
- Assist Administrative Assistant, Administration staff to with ADA Paratransit application intake and scheduling process.
- Assist Administrative Assistant, Administration staff to prepare invoices and receipts for bus pass sales.
- Assist Accounting Technician with preparing fare revenue for armored vehicle collection.
- Record customer comments.

- Assist with marketing, outreach and other activities as needed.

QUALIFICATIONS

- Principles of office administration
- Principles of report writing
- Analytical methods and techniques used for data gathering and analysis
- Principles of project management
- Good customer relations skills, Spanish speaking preferred
- Use and maintain office equipment

To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- AA Degree or an equivalent combination of education and experience in office administration, general administration, or customer relations in a public or nonprofit organization or entity for a minimum of three years.
- Understanding of basic office administration.
- Understanding of office equipment and technology.
- Familiarity with public transportation service, including how to read and explain schedules and fares, preferred.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk; sit; climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus. Ability to work full-time work periods that may include alternative daily schedules and/or days (i.e., four 10-hour days, 9/80, or one weekend day per week) at the direction of the Manager, Operations.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: A-10

TOPIC: South County Park-Out Yard Lease Extension

ACTION: Execute Lease Agreement Extension

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Execute Lease Extension for 800 Rodeo Drive in Arroyo Grande

BACKGROUND/DISCUSSION:

In July 2011, SoCo Transit moved its operations yard from Grover Beach to its current County-owned facility at 800 Rodeo Drive in Arroyo Grande. In 2019, a new lease was negotiated, which ends in December 2024. The 2019 lease identifies an initial rent of \$3,000/month, with annual CPI change limited to a maximum of 5% with two important caveats: 1) an option to extend for up to five one-year periods, and 2) both parties would agree to renegotiate a longer term should SoCo Transit obtain a battery-electric bus recharging infrastructure grant that requires a longer term.

It should be noted that the RTA is now the sole signatory on this agreement with the consolidation of SoCo Transit into the RTA in January 2021. Prior to that date, both RTA and SoCo Transit were signatory agencies. The primary purpose of the lease agreement is to provide a park-out facility for vehicles, including a small office for an Operations Supervisor, restrooms and space for Bus Operators to check-out/-in. No vehicle maintenance is completed on site.

At this time, staff recommends we exercise the option to extend the lease for the first one-year period in order to evaluate the service alternatives that will be included in the Short-Range Transit Plan, which should be available in late 2024.

Staff Recommendation

Staff recommends that the RTA Board authorize the Executive Director to execute the first one-year lease extension for 800 Rodeo Drive in Arroyo Grande.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of January, 2020, by and between the County of San Luis Obispo, a political subdivision of the State of California ("County/Lessor"), and the San Luis Obispo Regional Transit Authority, a joint powers authority in the State of California, and South County Area Transit, a joint powers authority in the State of California (both authorities referred to herein as "Lessee/Co-Lessees") (collectively the "Parties").

WHEREAS, the County owns approximately 13.11 acres of land with improvements located at the corner of West Branch Street and Rodeo Drive in the City of Arroyo Grande, more particularly described as Assessor's Parcel Number 007-011-050; and

WHEREAS, Lessee currently leases a portion of APN 007-011-050 as depicted on Exhibit "A" attached hereto and incorporated herein (the "Premises") under that certain lease dated November 20, 2012 ("Original Lease"); and

WHEREAS, the Original Lease expired on June 30, 2019 and the Parties are now in hold-over; and

WHEREAS, Lessee and County now desire to enter into a new Lease Agreement for continued use of the Premises; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. Incorporation of Recitals: The recitals set forth above, and all defined terms set forth in such recitals and in introductory paragraphs preceding the recitals, are hereby incorporated into this Lease Agreement as if set forth in full.

2. Grant and Description of Premises: County, for and in consideration of the promises contained herein, hereby grants to Lessee the exclusive right and privilege to lease and to occupy the Premises, as identified on Exhibit "A," consisting of a portion of approximately 3.25 acres zoned Public/Quasi-Public District (PE), fully fenced, with a 6,048 square-foot metal structure (containing six work bays, office area, and non-ADA compliant restroom), a small wooden storage building, and car wash area.

3. Condition of Premises: The taking of possession of the Premises by Lessee shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. Lessee

agrees to accept the Premises in its presently existing condition, "as is"; and County shall not be obligated to make any alterations, additions or betterment thereto. Lessee acknowledges County's Disclosure of known existing conditions as set forth in Exhibit "B", attached hereto and incorporated herein.

4. **Term:** The term of this Lease shall be for a period of five (5) years, commencing January 1, 2020 and expiring December 31, 2024 ("Initial Term") with options to extend as described in Paragraph 5 below.

5. **Option to Extend:** Within six (6) months prior to the expiration date of the Initial Term of the Lease Agreement, and with the mutual written consent of the Central Services Director, or Director's designee ("Director") and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease Agreement for five additional consecutive one (1) year periods ("Extended Term"). The right of Lessee to negotiate with County any extension of this Lease Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

a. The Lease Agreement shall be in effect and Lessee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the Lease Agreement;

b. Lessee shall not have incurred or received more than one written notice of default under the Lease Agreement during the then current Lease Agreement Term;

c. The Parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension. If the term of this Lease Agreement is not extended as provided in this Paragraph, this Lease Agreement and Lessee's right of possession shall terminate at the end of the Initial Term, or any Extended Term.

6. **Rental:** Beginning upon the Commencement Date, Lessee shall pay County as rent for the Premises the sum of Three Thousand Dollars (\$3,000) per month, payable in advance on the first day of each month, without deduction, offset or abatement. Beginning on the first day of the thirteenth (13th) month, and every subsequent annual anniversary date thereafter, the preceding year's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index ("CPI"). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the previous December published CPI (or most immediately available month prior to the previous January, if no index is published in December) and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year's option rent will not be adjusted. Annual CPI adjustment shall not exceed five percent (5%) annually.

The term "Consumer Price Index" refers to the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessee. If County and Lessee are unable to agree within thirty (30) days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or its successor.

County shall provide written notice to Lessee of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, Lessee shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time Lessee shall promptly pay to County any deficiency and shall henceforth pay at the adjusted rate of rent.

All rental payments shall be directed to County at the following address:

County of San Luis Obispo
Central Services Department/Real Property Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

7. Use of Premises:

A. Use of the Premises shall be for Lessee's vehicle parking and maintenance related to public transportation operations, and no other use shall be approved without the prior written approval of the Director.

B. Lessee's interests shall at all times be in compliance with all laws, including but not limited to federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Lessee agrees not to use the Premises as a residence.

C. Lessee expressly agrees at all times during the term of this Lease, at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this Lease in force, relating to sanitation or public health, safety or welfare

D. Lessee shall be solely responsible for providing of all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of the Lessee's business at the Premises. Lessee shall comply with all labor laws, INS laws, and tax laws.

E. Lessee is permitted on-site hand-washing of one bus per calendar day during normal business hours (between 8:00 AM and 5:00 PM)..

8. **Signs:** Lessee, at its sole cost and expense and subject to prior written approval by Director, may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of Arroyo Grande.

9. **Capital Improvements:** Any and all Capital Improvements to be undertaken hereunder shall be administered as follows:

A. Lessee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director covering the projects to be accomplished by Lessee. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of the initiation of any such projects. Additionally, if any of the proposed improvements require a licensed contractor, Lessee shall submit verification of the appropriate licensure and verification of sufficient insurance and bonding of the licensed contractor. If the Director objects to all or any portion of proposed plans, the Director shall state the objections specifically, and the Lessee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided. No improvement or alteration shall be made to the premises or any portion thereof without the submission to and prior written approval of the plans by Director. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director of Lessee's need to acquire building and construction permits to include, but not be limited to, required permits from the City of Arroyo Grande, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes.

B. Central Services-Real Property Services shall perform a final inspection of the capital improvements. If County determines capital improvements are in compliance with the aforementioned terms and conditions, then Director shall issue a written statement of compliance acknowledging completion of the capital improvement project. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements.

10. Ownership of Improvements: Title to improvements on the Premises at the commencement of this Lease is retained by the County. This Lease is subject to any rights of ownership in the improvements. The ownership of all approved improvements constructed by the Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the term of this Lease. Upon termination of this Lease, all alterations, additions and improvements made in, to or on the Premises (including without limitation all electrical, lighting, plumbing, heating, air conditioning, and communications equipment and systems, alarms, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures unless excluded in a written agreement signed by Lessee and Director), shall, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to its original condition at Lessee's sole cost and expense prior to expiration of the Term.

11. Lessee's Personal Property: Title to all personal property, moveable furniture, and movable equipment provided by Lessee will remain in Lessee's ownership. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraphs 9 and 10 above. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease Agreement or at any time prior thereto, Lessee will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach personal property to the Premises that Lessee does not wish to be considered a capital improvement, a written request to exclude this personal property from capital

improvements will be submitted to Director for written approval prior to installation of the personal property.

12. **County's Personal Property:** County shall retain title to all of County's personal property and Lessee shall maintain said personal property; specifically, two gas heaters, one picnic table, and one landscaping sprinkler system during the term of this Lease. Any personal property improvements hereafter added by County, at County's expense, shall remain County property.

13. **Equipment and Fixtures:** County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of County that is used by Lessee under this Lease, or any personal property owned and used by Lessee.

14. **Title:** Lessee hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. Lessee may not acquire any right to the Premises by adverse possession or otherwise. The parties agree that the County is not transferring a fee interest in the Premises to Lessee by virtue of this Lease Agreement.

15. **Utilities:** Lessee shall be responsible to provide and pay for all utilities used on the Premises.

16. **Utility Conservation:** Lessee will not waste electricity or water and agrees to cooperate fully with the County to assure the most effective and economical use of utility services provided to the Premises.

17. **Storm Water:** Lessee shall adhere to the Pollution Prevention and Good Housekeeping requirements of the Municipal Separate Storm Sewer System Permit (MS4 Stormwater Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board. Activities performed on the Premises shall conform to the requirements of the MS4 Stormwater Permit, and Lessee shall adhere to Best Management Practices (BMPs) referenced at slocounty.ca.gov and/or to future BMPs required by the County in order to maintain compliance. Lessee shall allow the County to inspect the Premises upon reasonable notice and shall report compliance annually to fulfill requirements of the MS4 Stormwater Permit."

18. **Garbage:** Lessee shall be responsible for all trash services at the Premises.

19. **Janitorial:** Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

20. Maintenance and Repairs: Lessee will be responsible for all costs of operations, maintenance and repairs to the Premises and any and all improvements, alterations and additions, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If within fifteen (15) days of written notification by County, Lessee fails or neglects to commence maintenance and/or repair obligations as requested by County, County may, at its option, perform such necessary maintenance and/or repairs and bill Lessee for actual cost of said maintenance. Lessee shall promptly reimburse County upon County's written request.

In the event of an emergency, County may take action on the Premises as may be required for the protection of persons or property, and Lessee will reimburse County for County's reasonable expenses related to the emergency action. Lessee shall, at all times and at Lessee's expense, do all things reasonably necessary to protect the Premises used by Lessee. Lessee shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

21. Safety: Lessee will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. Lessee will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. Lessee will operate the Premises in a manner to protect the health, safety, and welfare of the general public. Lessee agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

22. Business Hours: Hours of operation will be during regular operations hours.

23. Insurance: Lessee shall procure and maintain for the duration of the Lease Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's use of the Premises and the performance of any work hereunder by the Lessee, its agents, representatives, or employees. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers' Compensation: insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Lessee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Lessee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Lessee maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Lessee.

D. Property Coverage: Lessees given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Lessee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

E. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

F. Primary Coverage: For any claims related to this Lease Agreement, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers,

officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

G. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

H. Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Lease Agreement, upon which the County immediately may withhold payments due to Lessee, and/or suspend or terminate this Lease Agreement. The County, at its sole discretion, may obtain damages from Lessee resulting from said breach.

I. Waiver of Subrogation: Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

J. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

K. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

L. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Certification of Coverage: Within fifteen (15) calendar days of the first day of the Commencement Date of this Lease Agreement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease Agreement, and annually thereafter:

- 1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
- 2) A Workers' Compensation certificate of insurance must be provided.
- 3) Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.

4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease Agreement.

N. Effect of Failure or Refusal: If Lessee fails or refuses to procure or maintain the insurance required by this Lease Agreement or fails or refuses to furnish County with the certifications required by *Subparagraph G.* above, County shall have the right, at its option, to forthwith terminate the Lease Agreement for cause.

24. Indemnification: To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

25. Taxes: As a qualified joint powers agency, the County Assessor's Office has determined that Lessee shall not be liable for possessory interest taxes or personal property taxes.

26. Lessee's Responsibility for Compliance: Lessee shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this Lease Agreement and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.

27. **Notices:** Any notices, demands, or communication, under or in connection with this Lease, may be served by regular mail, personal delivery, or electronic transmission ("e-mail"). Such e-mail notice, and all attachments thereto, shall for all purposes be deemed received and effective upon receipt at the e-mail address provided, and that such notice is effective irrespective of whether the addressee shall actually open's or read's the e-mail notice and/or attachments. Any e-mail notice to the County shall be addressed as follows:

Central_RPS@co.slo.ca.us

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the County at:

County of San Luis Obispo
Central Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Real Property Manager

and may likewise be served on Lessor via e-mail at:

gstraw@slorta.org

or if by regular mail, such mail must be deposited in the United States Post Office, postage prepaid, and if addressed to the Lessor at:

San Luis Obispo Regional Transit Authority
179 Cross Street
San Luis Obispo, CA 93401
Attn: Executive Director

Either County or Lessor may change such address by notifying the other party in writing as to such new address as Lessor or County may desire used and which address shall continue as the address until further written notice.

28. **Assignment:** Lessee will not assign, transfer, or delegate this Lease Agreement or any interest therein. Any attempt by Lessee to transfer this Lease Agreement will automatically terminate it.

29. **Termination and Breach:** If any of the following occur, the Director shall have the right to terminate this Lease Agreement effective immediately for cause upon giving written notice to Lessee:

a. Lessee fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this Lease Agreement; or

b. Lessee fails to fulfill in a timely and professional manner its legal and contractual obligations under this Lease Agreement.

c. At the discretion of the Director, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate termination of the Lease Agreement and possession of the Premises. The exercise of these remedies provided for in this paragraph shall be cumulative and in no way affect or replace other remedies available to the County.

30. Limitation of Actions: Lessee shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this Lease Agreement. This will apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.

31. Lost Revenue: If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this Lease Agreement in accordance with the rights and privileges granted herein, County shall not be liable to Lessee for any lost revenues. If Lessee's business is interrupted, the County shall not be liable to Lessee for any lost revenues or claims against Lessee from third parties including, but not limited, to Lessee's employees.

32. Eminent Domain: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the license given shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of County.

In the event that there shall be partial taking of the Premises during the term of this Lease Agreement under the power of eminent domain, this Lease Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease Agreement shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of County.

33. **Non-Discrimination:** Lessee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

34. **Americans With Disabilities Act:** Lessee shall be responsible for any and all new construction and any alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

35. **Employees of Lessee:** All employees, agents, assignees and sub-lessees of Lessee will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of Lessee only and will not in any instance be, or be construed to be, employees, agents, or assignees of the County.

36. **Illegal Harassment Warranty:** Lessee has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

37. **Smoke-Free Workplace:** Lessee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on County properties, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County of San Luis Obispo to conduct County business. Notwithstanding any smoking prohibition set forth by County ordinance, any Lessee may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

38. **Drug Free Workplace:** Lessee and its employees will comply with all laws related to a drug free workplace. Neither Lessee nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Lessee's facilities or County's facilities or work-sites.

39. **Hazardous Waste:** Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes,"

“hazardous materials” or “TOXIC SUBSTANCES” under such laws, ordinance or regulations (collectively Hazardous Materials). Lessee shall, except in the event of County’s sole negligence, indemnify, defend, protect and hold County, each of County’s offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessee’s use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Lessee’s failure to comply with any Hazardous Materials law. Lessee’s or County’s obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee and County and shall survive the expiration or earlier termination of the term of this Lease Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

40. Severability: The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provisions of this Lease.

41. Law: This Lease Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease Agreement shall be determined and governed by the laws of the State of California.

42. Venue: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease Agreement.

43. Waiver of Lease Agreement Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this Lease Agreement shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.

No notice to Lessee shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this Lease Agreement shall be deemed cumulative.

44. Authority to Contract: Any individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Lessee, and that this Lease is binding upon Lessee in accordance with its terms.

45. Right of Entry: County shall have the right with reasonable notice and at reasonable times, to inspect the Premises and to perform maintenance, repairs and improvements to the Premises or the building of which the Premises is a part.

46. Destruction of Premises: Should any matter or condition beyond the control of the Parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this Lease Agreement in accordance with the rights and privileges granted herein, this Lease Agreement shall immediately be terminated and the County shall be under no obligation to Lessee by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, the Parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

47. Holding Over: In the event Lessee shall continue in possession of the Premises after the term of this Lease, possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease. Any holding over shall not constitute a lawful possession except for purposes of continuing the duties and obligations of Lessee and County's right to enforce the same.

48. Public Records: Any and all written information submitted to and/or obtained by County from Lessee or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Lessee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Lessee, any right or claim that any such

information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify and hold harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Lessee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

49. Authorities Jointly Liable as Lessee: San Luis Obispo Regional Transit Authority and South County Area Transit acknowledge that both authorities are fully and separately bound to perform all lease obligations, including payment of rent, maintenance, insurance, and all other terms of this Lease Agreement as Co-Lessees. Any breach of the Lease Agreement is a breach by both Co-Lessees.

50. Delegation of Authority: The Director of Central Services, or Director's designee, is hereby authorized to review, approve and execute all documents related to paragraph 9 above (capital improvements) and any extensions of this Lease Agreement pursuant to paragraph 5 above.

51. Headings: The headings of the articles and sections of this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Lease, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof."

52. Entire Lease and Modifications: This Lease Agreement and the attached Exhibits are herein made a part of this Lease Agreement by reference, embodies the whole Lease Agreement between the Parties hereto as it pertains to the Premises and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease Agreement must be in writing and executed by the Parties.

////////// NOTHING BEYOND THIS POINT EXCEPT FOR SIGNATURES //////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement this 10th day of December, 2019.

COUNTY OF SAN LUIS OBISPO

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: Debbie Arnold
Chairperson of the Board of Supervisors

By: Geoff Straw
Geoff Straw, Executive Director

APPROVED BY THE BOARD OF SUPERVISORS

Date: 11-22-19

This 10th day of December, 2019

APPROVED AS TO FORM AND LEGAL EFFECT:

ATTEST:
WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

JON ANSOLABEHRE
SLORTA Legal Counsel

By: Janet V. Christensen
Deputy Clerk

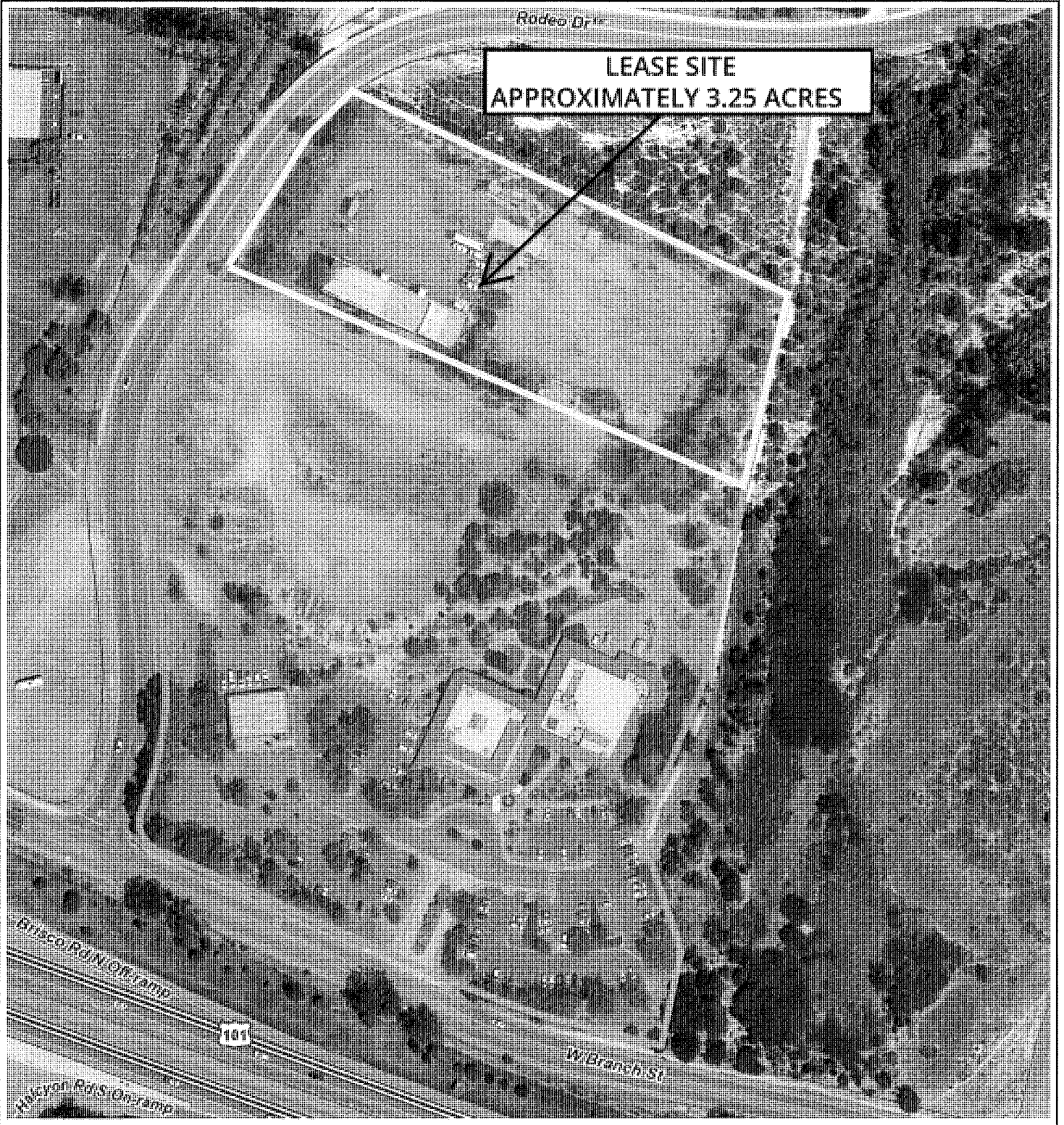
By: [Signature]
Date: 11/22/19

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Shanna Makin
Deputy County Counsel

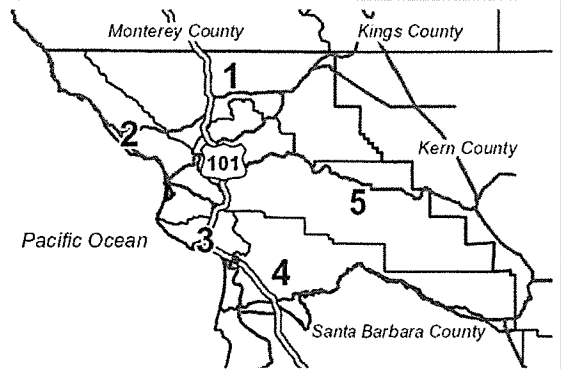
Date: 11/24/19



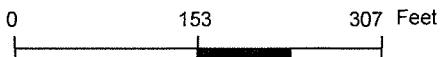
LOCATION MAP

EXHIBIT "A" TO LEASE AGREEMENT

COUNTY OF SAN LUIS OBISPO
 CENTRAL SERVICES - REAL PROPERTY SERVICES



1: 1,841



Map by: S. HEINTZ



EXHIBIT "B"
TO LEASE AGREEMENT
DISCLOSURE

1. The lease site is a portion of APN 007-011-046. In accordance with the Subdivision Map Act, Section 66428 (a) (2), "a parcel map shall not be required for land conveyed to or from a governmental agency... unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates a parcel map." This determination will be made by the City of Arroyo Grande.
2. The lease site measures approximately 3.2 acres. The area inside the fence measures approximately 2.5 acres.
3. Rodeo Drive has been proposed by Cal Trans as an exit from northbound Highway 101.
4. A grease separator is located under the steel cover at the wash rack, but it does not meet current stormwater pollution prevention regulations.
5. Gas heaters were once located in the office and dressing area. They have been removed and the gas pipes are capped.
6. The insulation in the enclosed work bays has lost its adhesion to the walls.
7. The building has been tested for asbestos, and no asbestos was found.
8. The rain gutters on the building are rusted through in many locations.
9. Below-ground gas and diesel tanks were once located by the entry gate to the lower parking lot. These tanks have been removed, the soil remediated (approved by County Environmental Health), and the emergency shut-off station at the gate is no longer operational.
10. A storage container belonging to the American Red Cross is located at the entrance to the lower parking lot, outside of the fence, and it will remain in place. Access to the container may not be blocked.
11. The County has had soil sampling and testing of the lower parking lot performed by Earth Systems Pacific in order to document baseline for the property. A report dated July 22, 2010 is available upon request and shows two areas of contamination, one by metals and one by hydrocarbons. The tenant will not be held responsible for the contamination in these two areas.
12. SLORTA replaced one of the existing gas-fired space heaters in the enclosed bay.
13. County Public Works has placed a storage container on the property located in the upper lot.
14. SLORTA removed some rusted rain gutters located at the front of the building and replaced portions of gutters to redirect water flow away from entryways.
15. SLORTA funded and paid for resurfacing the parking lot areas.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2024
STAFF REPORT

AGENDA ITEM: A-11

TOPIC: Agreement for County Auditor/Controller Services

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve Agreement for County Auditor/Controller Services

BACKGROUND/DISCUSSION:

Each fiscal year, the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector’s office provides the RTA services related to general accounting, accounts payable, and accounting support. The attached services agreement notes their responsibilities as well as the responsibilities of the RTA, including to inform them of significant noncompliance, fraud and/or error immediately upon discovery.

Staff Recommendation

Approve the attached service agreement with the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector for services during FY24-25 for \$6,922, and authorize the RTA Board President and Executive Director execute the agreement.

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April 1, 2024

To the Board of Directors and Management
San Luis Obispo Regional Transit Authority (SLORTA)

We are pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2024-2025 fiscal year.

Scope of Services

We will provide the following services:

1. **General Accounting** - includes use of the County's centralized accounting system and recording of financial system entries submitted by the agency. Transactions will be reviewed for authorization by appropriate agency personnel prior to processing. In addition, access to the accounting system's financial reports will be available to the agency as needed.
2. **Accounts Payable** - includes processing payment claims by warrant or ACH. Claims will be reviewed to validate two authorized agency signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of this service agreement.
3. **Accounting Support** - includes recording your Agency's budget, ensuring expenditures do not exceed authorized budget, responding to routine inquiries, working with external auditors, and replying to bank confirmations.
4. **Term** - Our services and responsibility end on June 30, 2025.

Our Responsibilities

Notwithstanding, and in addition to, responsibilities assigned to the Auditor-Controller and Treasurer under the SLORTA JPA, our responsibility under this service agreement is to perform the services enumerated above. We will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment. Our service does not include annual preparation of 1099's or preparation of payroll reports.

Our services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, we will communicate to you any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to our attention.

Your Responsibilities

You are responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Board authorized budgets and budget amendments. You are encouraged to routinely provide accounting reports and payment registers to your Board for review.

You agree to inform us of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services we provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Annual Cost and Billing

The annual cost for the services identified above is \$6,922. The cost increase over the prior year is attributed to a change in the Consumer Price Index (CPI-U) of 2.7%, based on the Los Angeles-Riverside-Anaheim region and using July as a base month. Your agency will be billed by journal entry during the first quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your agency.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarized the significant terms of our agreement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements.

Sincerely,



James W. Hamilton, CPA
Auditor-Controller-Treasurer-Tax Collector

Authorized Signature Director _____ Date _____

Authorized Signature Board Chair _____ Date _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File

BACKGROUND/DISCUSSION:

Employee Recognition

The winner of the Employee of the Quarter has been selected by RTA peers, and the employee will be announced internally on April 26th. We will invite the EOQ to the Board meeting to be publicly recognized.

Update on Joint Short-Range Transit Plan Study:

As noted in Agenda Item A-13, staff continues to work closely with the consultant team, as well as our partners at SLO Transit and SLOCOG, to conduct the Joint SRTP study. Working Paper #3 Service and System Evaluation, including survey findings, is posted on our website. The administrative draft of *Working Paper #4 Service Alternatives* is scheduled for mid-May, and it will be reviewed by a joint RTAC / SLO Mass Transportation Committee meeting on June 5th.

Operations & Maintenance:

Since the previous Board meeting in March, two Bus Operators (Matt and Will) have completed training and are operating in revenue service. One other candidate is finishing training (Floyd), and he will enter revenue service in late-April/early-May. Two more candidates (Wade and Caiyan) began training in April, and ten more candidates are in the permitting or background check phases. In addition, one employee returned to work after a long-term leave in late April, with six employees still on long-term leave. However, two casual Bus Operators separated employment since the March Board meeting. In total, we still technically have seven¹ open Bus Operator bids – four full-time, one part-time benefited, and two part-time. It should be noted that our fifteen casual (aka, "fill-in") Bus Operators currently on our employee roster have really stepped-up to help us cover the open shifts since the Pandemic.

¹ The two newest employees have not yet selected their bids, so it is anticipated that the number of open bids will be reduced to five upon completion of their training.



Our first two battery-electric buses (BEBs) were delivered in late March. We have scheduled GILLIG Corporation's training modules for Mechanics and for Bus Operator Train-the-Trainer from April 29th through May 1st. We will conduct a ribbon-cutting on May 29th at 8:30AM (prior to the SLOCOG Board meeting) in front of the Government

Center – Board members and the public are invited to join us for coffee and treats, as well as a quick ride around the block before the meeting starts.

We expect these two BEBs to enter revenue service in early summer. We will initially deploy the BEBs on Route 12, since the terrain is relatively flat and the average speed is one of the lowest of our intercity routes. We will also test operations on Route 9 SLO-Paso Robles and on Route 10 SLO-Santa Maria to collect and evaluate battery usage/capacity on these more difficult routes, followed by the local fixed-routes in Paso Robles and South County. Once we officially launch the BEBs in revenue service, I will provide detailed operating and financial results as part of my report at each RTA Board meeting that compares the BEBs against other fleet types.



Marketing & Communications:

Since we last reported at the RTA Board meeting in March, our recent marketing initiatives include:

- The Avila Trolley will start running Friday May 3rd. It will operate Friday afternoons (which is a great way to go to the Avila Farmer's market), Saturdays and Sundays until Sunday September 1st. A copy of the Avila Trolley brochure is attached on page B-1-9.
- Our social media recruitment ad campaign has been a success. The ads direct interested people to the County job website. We have had an increased number of recent applicants that are surely a result of this latest effort.
- Our recent social media ridership campaign that included *Personal Trip Planning* also generated a fair amount of responses. Here is a quote from someone that used the service: "Thank you again for explaining everything to me (again!). Everyone is so kind and patient and cares — it's such a treat to be treated so well by RTA!"

- The new RTA app has launched and is available for download. We are promoting it on our buses and it is getting downloaded. Note that an updated App was the number one request from riders in the SRTP survey responses.
- We filmed our new “How to Ride” video. Once the editing is completed, we will post it on our website (likely in June).
- *Youth Ride Free* is slated for June 10 through August 14 for all fixed-routes in SLO County.

Finance and Administration:

At the time of this writing, staff continues to work with our partners at SLO Transit, Monterey-Salinas Transit, Santa Barbara Metropolitan Transit District and Santa Cruz METRO to develop a joint FTA Section 5339 grant application called *Electrifying the California Central Coast*. See the attached brochure on page B-1-11. The discretionary grant application will have been submitted by the April 25th deadline. The RTA’s portion of the project is paying the difference in price between a diesel-powered bus and a battery-electric bus.

Our unaudited year-to-date operating results for the first nine months of FY23-24 (through the end of March, or 75% of the fiscal year. A summary narrative of this year-to-date information is as follows:

- RTA core fixed-route annual ridership totaled 330,385 through the end of March, which is an increase of 9% over last year (303,228) but still 37.3% lower than the pre-pandemic total of 527,158. We still have a lot of catching-up to do. When looking at non-core fixed-route services operated by the RTA, the Paso Express ridership is actually up 13.4% in comparison to pre-pandemic levels (91,277 vs. 80,481). South County Transit ridership is still 17% below pre-pandemic (136,271 vs. 164,180), but is up 11.9% compared to FY22-23 ridership (121,733). These results are in line with the experience of many intercity fixed-route operators across the globe, where the ridership of local fixed-route operators has essentially recovered while longer/intercity routes continue to lag behind.
- Runabout ridership totaled 19,971 over the past nine months, which is a 9% increase compared to the first nine months of FY22-23 (17,325). The pre-pandemic total was 29,947.
- Trends over the past five years for ridership and productivity, which is defined as the average number of passenger-boardings per service hour, are shown in graphs at the end of this report. The graphs illustrate the significant pandemic-related drop in ridership beginning in March 2020, ridership recovery beginning in January 2021, and sustaining through the end of March 2024.

In terms of year-to-date financial results, we have reconciled operating and financial data through the first eight months of the year (through the end of February, or 66.7% of the fiscal year). Staff worked hard to keep operating and capital costs within budget in light of the recovering ridership and other financial challenges. Some important takeaways include:

- In terms of overall non-capital expenses, we expended slightly below budget – 60.7% through the 66.7% of the budget year.
- Not surprisingly, the farebox recovery ratio for core fixed-route services continues to suffer due to lower ridership compared to pre-pandemic periods at only 8.7%, which is the same level achieved during the first eight months of FY22-23. Runabout's ratio remains low at 2.9%, but is higher than the FY22-23 result (2.5%). The results will remain below our standards until such time that recent high inflation abates and/or ridership fully recovers.
- The YTD subsidy per passenger-trip on core fixed-route services is slightly lower in comparison to last year (\$15.08 for the first eight months in FY23-24 vs. \$15.50 in FY22-23), despite the increasing cost of items/services. The Runabout subsidy per passenger-trip remains high (\$132.62 vs. \$128.42).

Another important item related to the actual Runabout subsidy per passenger-trip: for about the last ten years, Runabout registrants can board RTA, South County Transit and Paso Express fixed-routes fare-free, in order to reduce the demand for expensive Runabout services. In 2018, the RTA negotiated agreements with Morro Bay and San Luis Obispo to allow Runabout registrants to ride those two cities' fixed-route buses fare-free, and the RTA pays the cities for the riders' fares – making it a countywide program. In FY22-23, Runabout registrants boarded Morro Bay Transit buses 170 times, SLO Transit buses 4,537 times, and RTA-operated buses 10,988 times (total of 15,695) at a cost of \$14,878 paid by the RTA. This program is a tremendous success, since it provides greater freedoms for Runabout registrants and it has lowered the overall public subsidy substantially in our county. Had those 15,695 boardings been provided on the much more expensive to operate Runabout vans (\$146.11 per passenger-trip in FY22-23), the additional annual subsidy would have been more than \$2 million. Put another way, adding the Runabout directly provided 22,963 passenger-trips to the 15,695 provided on fixed-routes, and dividing that total (38,928) into the sum of FY22-23 Runabout costs (\$3,434,490) and the fare-sharing arrangement (\$14,878), the true subsidy per passenger-trip was a much more palatable \$88.61. These types of fare-free fixed-routes rides are tracking much higher in the first six months of the current fiscal year: 168 in Morro Bay, 3,237 in SLO, and 4,863 on RTA-operated buses.

STAFF RECOMMENDATION

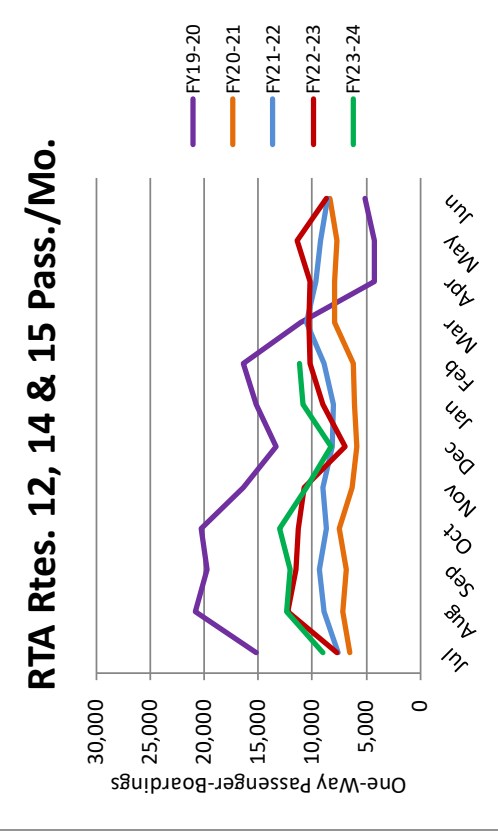
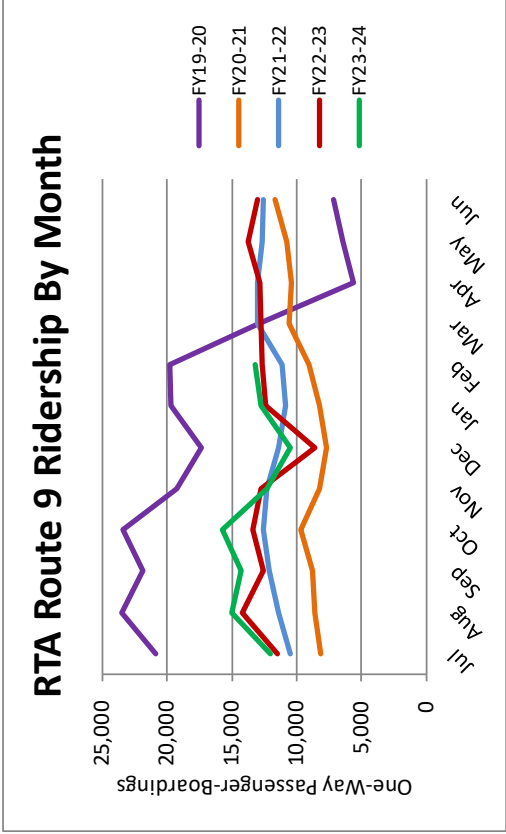
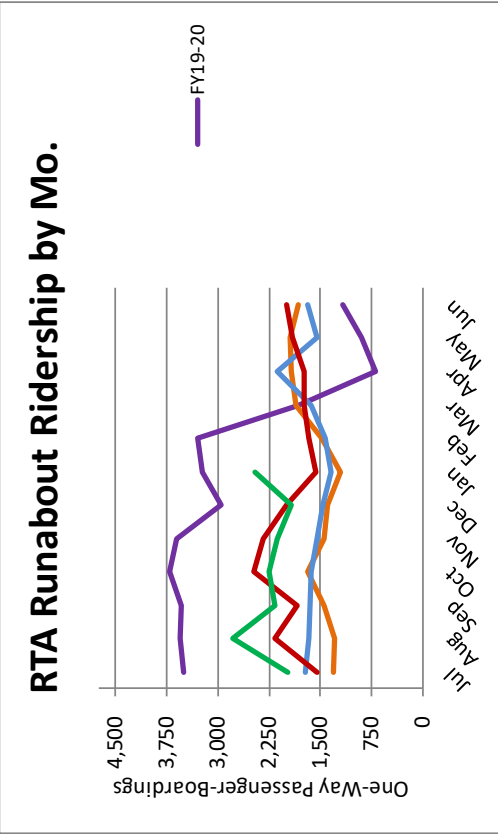
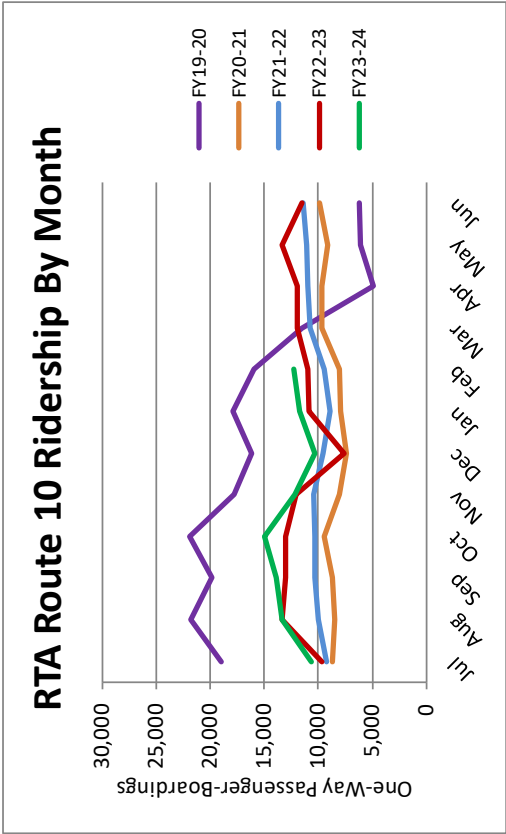
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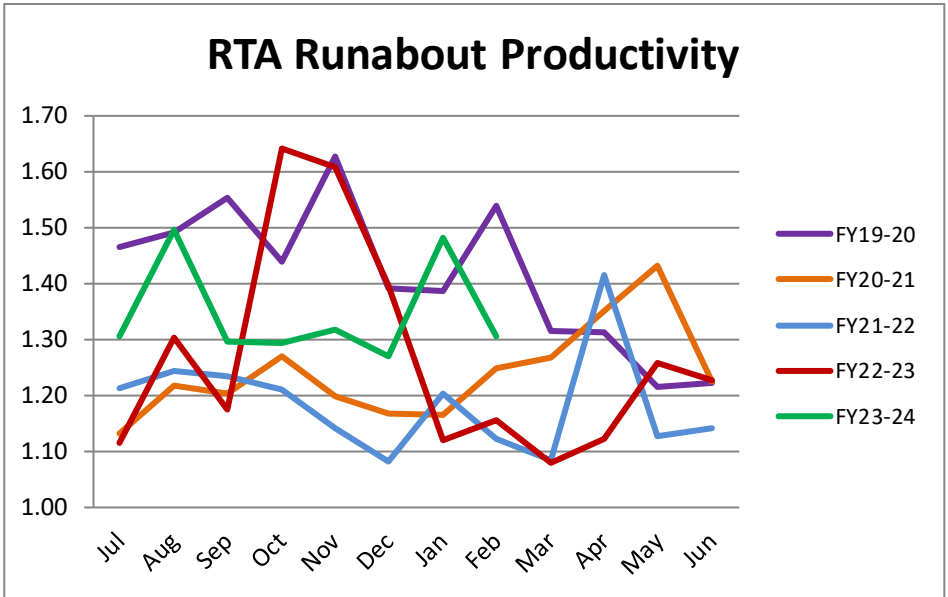
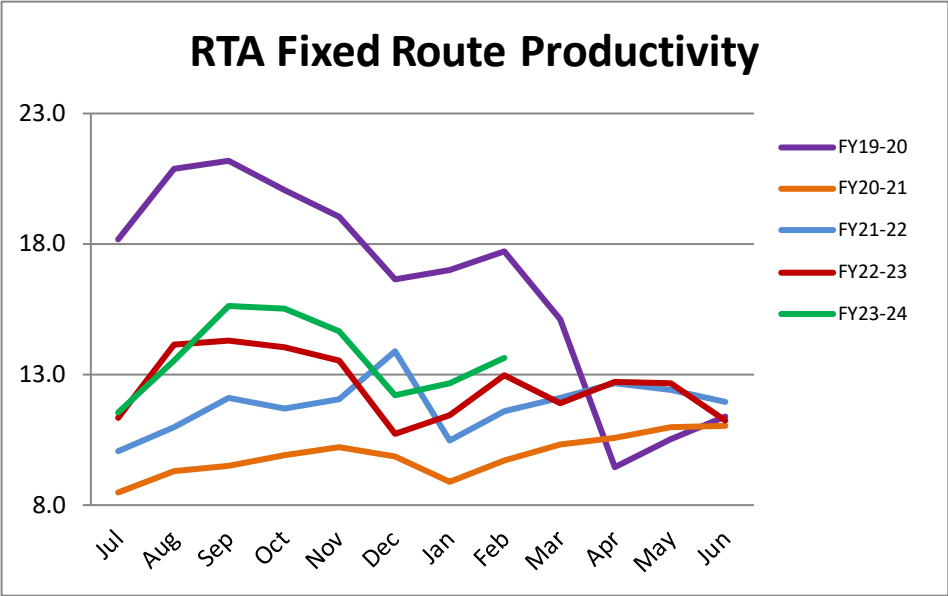
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU FEBRUARY 29, 2024
CURRENT FISCAL YEAR - 2023/2024**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY., S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RUNABOUT	SERVICES PROVIDED FOR THE CITY OF PASO ROBLES	SERVICES PROVIDED FOR SOUTH COUNTY TRANSIT	SERVICES PROVIDED FOR THE COUNTY OF SLO	SYSTEM TOTAL
REVENUES:											
FARES	\$ 157,880	\$ 157,201	\$ 91,399	\$ 305	\$ 12,400	\$ 419,186	\$ 71,219	\$ 99,215	\$ 71,243	\$ 11,939	\$ 672,801
TOTAL ROUTE REVENUES	\$ 157,880	\$ 157,201	\$ 91,399	\$ 305	\$ 12,400	\$ 419,186	\$ 71,219	\$ 99,215	\$ 71,243	\$ 11,939	\$ 672,801
EXPENDITURES:											
ADMINISTRATION	\$ 286,513	\$ 242,424	\$ 165,168	\$ 1,897	\$ 75,344	\$ 771,345	\$ 469,333	\$ 36,894	\$ 88,907	\$ 72,946	\$ 1,439,424
MARKETING	18,024	15,209	10,465	125	4,586	48,409	-	-	-	-	48,409
OPERATIONS/CONTINGENCY	1,112,198	961,727	648,123	7,099	298,519	3,027,665	1,710,116	557,715	1,178,061	335,264	6,808,821
FUEL	223,863	225,280	135,089	1,542	71,795	657,569	133,443	52,281	142,678	24,506	1,010,478
INSURANCE	109,215	109,921	65,999	740	35,138	321,014	114,988	30,350	75,002	12,959	554,313
TOTAL EXPENDITURES	\$ 1,749,813	\$ 1,554,560	\$ 1,024,845	\$ 11,402	\$ 485,381	\$ 4,826,002	\$ 2,427,879	\$ 677,240	\$ 1,484,648	\$ 445,675	\$ 9,861,444
FAREBOX RATIO	9.0%	10.1%	8.9%	2.7%	2.6%	8.7%	2.9%	14.6%	4.8%	2.7%	6.8%
SERVICE MILES	202,603.2	203,907.7	122,265.6	1,399.5	64,842.0	595,018.0	212,767.0	56,226.4	138,793.3	24,299.0	1,027,103.7
SERVICE HOURS	7,957.6	6,715.2	4,610.5	52.4	2,043.0	21,378.7	13,171.8	4,397.5	9,103.5	2,704.0	50,755.4
RIDERSHIP (Automatic Counters)	105,652	99,111	77,989	1,008	8,387	292,147	17,770	80,799	122,167	8,721	521,604
RIDERS PER MILE	0.52	0.49	0.64	0.72	0.13	0.49	0.08	1.44	0.88	0.36	0.51
RIDERS PER HOUR	13.3	14.8	16.9	19.2	4.1	13.7	1.3	18.4	13.4	3.2	10.3
COST PER PASSENGER	\$ 16.56	\$ 15.69	\$ 13.14	\$ 11.31	\$ 57.87	\$ 16.52	\$ 136.63	\$ 8.38	\$ 12.15	\$ 51.10	\$ 18.91
SUBSIDY PER PASSENGER	\$ 15.07	\$ 14.10	\$ 11.97	\$ 11.01	\$ 56.39	\$ 15.08	\$ 132.62	\$ 7.15	\$ 11.57	\$ 49.73	\$ 17.62

RTA Budget vs. Actual Expenses

		Adopted Budget <u>FY 2023-24</u>	Year to Date <u>FY 2023-24</u>	Percent of Total Budget <u>FY 2023-24</u>
	Hours	83,260	48,051	57.7%
	Miles	1,776,120	1,002,832	56.5%
Administration:				
Labor	operations cost	1,260,560	818,932	65.0%
Labor - Administration Workers Comp	operations cost	45,630	28,266	61.9%
Office Space Rental	operations cost	58,030	36,767	63.4%
Property Insurance	operations cost	239,060	190,977	79.9%
Professional Technical Services	operations cost	247,410	87,728	35.5%
Professional Development	operations cost	91,450	48,582	53.1%
Operating Expense	operations cost	398,380	241,778	60.7%
Marketing and Reproduction	hourly	148,920	48,409	32.5%
North County Management Contract	operations cost	(55,770)	(37,180)	66.7%
County Management Contract	operations cost	(114,950)	(76,633)	66.7%
SCT Management Contract	operations cost	(133,360)	(88,907)	66.7%
Total Administration		2,185,360	1,298,720	59.4%
Service Delivery:				
Labor - Operations	hourly	7,545,070	4,553,126	60.3%
Labor - Operations Workers Comp	hourly	346,030	214,352	61.9%
Labor - Maintenance	hourly	1,809,490	1,160,113	64.1%
Labor - Maintenance Workers Comp	hourly	94,750	58,694	61.9%
Fuel	miles	1,651,890	1,010,466	61.2%
Insurance	miles	855,850	554,323	64.8%
Special Transportation (for SLOCAT and Paso)	n/a	33,740	20,316	60.2%
Maintenance (parts, supplies, materials)	miles	1,029,610	562,369	54.6%
Maintenance Contract Costs	miles	167,990	139,387	83.0%
Total Operations		13,534,420	8,273,145	61.1%
Capital/Studies:				
Computer System Maintenance/Upgrades		180,750	26,131	14.5%
Miscellaneous Capital				
Maintenance Equipment		46,500	17,705	38.1%
Vehicle ITS/Camera System		138,000		
Bus Stop Improvements		467,480	55,955	12.0%
Large Capital Repairs		869,800	93,286	10.7%
Vehicles				
Support Vehicles		256,070	247,092	96.5%
Fixed Route Vehicles		3,130,460	323,189	10.3%
Trolley Vehicles		293,200	-	0.0%
Cutaway and Dial A Ride Vehicles		177,280	-	0.0%
Runabout Vehicles		834,500	-	0.0%
Total Capital Outlay		6,394,040	763,358	11.9%
Contingency	hourly	187,680	-	0.0%
PERS Buyout		178,310	118,872	66.7%
Loan Repayments		472,140	52,944	11.2%
Short Range Transit Plan		250,000	82,991	33.2%
Management Contracts		304,080	202,720	66.7%
TOTAL FUNDING USES		23,506,030	10,792,749	45.9%
TOTAL NON-CAPITAL EXPENDITURES		16,389,850	9,946,400	60.7%





AVILA-PISMO TROLLEY

All Trolley Stops

NORTHBOUND to Avila Beach

- Pismo Premium Outlets
- Avila Beach Drive @ Ontario, at the Avila Hot Springs Resort parking lot
- Bob Jones Bike Trailhead @ Ontario Road
- Avila Beach Drive @ 1st - at the stoplight
- San Luis Bay Inn @ Avila Beach Drive
- Babe Lane/Campground
- Port San Luis - near Fat Cats restaurant

SOUTHBOUND to Pismo Beach

- Avila Beach Drive @ 1st Street
- Cave Landing Road
- Bob Jones Bike Trailhead on Ontario Road
- Avila Beach Drive @ Ontario Road
- Pismo Premium Outlets

Connect to South County Transit Routes 21 & 24 and RTA Route 10 at the Pismo Premium Outlets



B-1-9

Please Note:

Due to heavy road traffic during holidays, events, and high visitor season, the trolley often runs behind schedule.

You can locate the trolley using the *Transit Tracker* system. Just text your trolley stop number found on the *Transit Tracker* sign at every stop to:

805-541-4782

and an arrival-time estimate will be sent to your phone.



Trolley Tips:

No smoking, eating or drinking onboard. Only pets in carriers or service animals are allowed. Please remain seated while vehicle is in motion. No loud music. No standing or sitting in front of the white line. Disturbing other passengers is cause for removal.

Donations are cheerfully accepted and help support ongoing trolley operations. The Avila/Pismo Beach Trolley remains FREE thanks to generous support of the Avila Beach Community Foundation, donations and our trolley advertisers.

2024 SCHEDULE



FREE!

May - September

SUMMER 2024
May 3 - September 1

Friday 4 PM - 9 PM
Saturday 10 AM - 8 PM
Sunday 10 AM - 6 PM

Take the trolley to the Avila Beach Friday Farmers Market! Skip the weekend parking crowds and be dropped off and picked up at key Avila locations.





Pismo Beach to Avila Beach Schedule

Pismo Beach	Northbound			Avila Port	Southbound		Pismo Beach
	Avila Beach				Avila Beach		
Pismo Beach Outlets <i>Connect with RTA 10 and SCT</i>	Avila Beach Dr. @ Ontario <i>Avila Hot Springs Resort</i>	Bob Jones Bike Trailhead @ Ontario <i>Entrance of Parking Lot</i>	Avila Beach Dr. @ 1st Street <i>Near golf course</i>	Port San Luis <i>Near Fat Cats</i>	Avila Beach Dr. @ 1st Street	Avila Beach Dr. @ Ontario <i>Avila Hot Springs Resort</i>	Pismo Beach Premium Outlets <i>Connect with RTA 10 and SCT</i>
10:00a Sat/Sun start time	10:11	10:13	10:21	10:26	10:31	10:41	10:50
11:00a	11:11	11:13	11:21	11:26	11:31	11:41	11:50
12:00p	12:11	12:13	12:21	12:26	12:31	12:41	12:50
1:00p	1:11	1:13	1:21	1:26	1:31	1:41	1:50
- Trolley Break -							
3:00p	3:11	3:13	3:21	3:26	3:31	3:41	3:50
4:00p Friday start time	4:11	4:13	4:21	4:26	4:31	4:41	4:50
5:00p Sunday last trip	5:11	5:13	5:21	5:26	5:31	5:41	5:50
6:00p Fri & Sat	6:11	6:13	6:21	6:26	6:31	6:41	6:50
7:00p Sat last trip	7:11	7:13	7:21	7:26	7:31	7:41	7:50
8:00p Friday last trip	8:11	8:13	8:21	8:26	8:31	8:41	8:50



CENTRAL COAST SUPER REGION CONSORTIUM

2024 Capital Projects

Public transit operators within the six counties of the California Central Coast Region (Monterey, San Benito, San Luis Obispo Santa Barbara, Santa Cruz, and Ventura) provide mobility services within, and between, the many small urban and rural communities of the region and provide vital regional connections to the San Francisco Bay region to the north, and greater Los Angeles region to the south. The major highway is U.S. Route 101, which extends north-south from Los Angeles, through most of the major communities of the Central Coast, to San Francisco and up to Oregon. State Route 1, a smaller but much more scenic route, connects the coastal communities, extending through San Simeon, Morro Bay, Big Sur and on to Monterey, and Santa Cruz.



The transit operators, with support of local cities, air pollution control districts, and regional planning agencies, are opting to work together as a consortium to develop standards for zero emission buses and supporting infrastructure, real-time traveler information systems, and contactless payments to enhance the public transit experience throughout the region and facilitate mutual aid emergency responses. The Consortium's combined service area covers more than a third of the California Coast and stretches over 250 miles, roughly the same distance as traveling from Washington DC to New York City.

Electrifying The Central Coast (Low-No Emissions Bus/Facilities Project)

The Electrifying California's Central Coast Project is being pursued by consortium members Monterey-Salinas Transit, San Luis Obispo Regional Transit Authority, City of San Luis Obispo Transit, Santa Cruz Metropolitan Transit District and Santa Barbara Metropolitan Transit District. The project will allow these agencies to purchase 18 zero-emission buses (ZEBs) which will replace aging diesel, CNG, and gasoline powered buses and provide funding for charging infrastructure to be installed throughout the 250-mile region in support of this coordinated regional transition to ZEB service. Workforce development is important to maintain updated industry skills, and the California Transit Training Consortium will provide over \$1,170,000 worth of professional training for technicians and operators if the Consortium is awarded the Low-No grant. The Project will allow the Consortium to further their ZEB goals as laid out in each agency's state adopted Zero Emission Bus Transition Plan and help in providing safe, dependable, and planet friendly mobility services to the communities we serve. The application will be submitted in April to the competitive grant program managed by the Federal Transit Administration.

Connecting communities. Creating opportunity. Being kind to our planet.

Monterey-Salinas Transit ♦ 19 Upper Ragsdale Drive, Suite 200 ♦ Monterey, CA 93940

888-MST-BUS1 ♦ www.mst.org

B-1-11

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
MAY 1, 2024
STAFF REPORT**

AGENDA ITEM: C-1

TOPIC: Fiscal Year 2023-24 Operating Budget Amendment #2

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt Budget Amendment #1 as Presented

EXEC RECOMMENDATION: Adopt Budget Amendment #1 as Presented

RTAC RECOMMENDATION: No quorum

BACKGROUND/DISCUSSION:

The Fiscal Year 2023-24 RTA operating and capital budget was adopted on May 3, 2023 and was based on a range of assumptions, including pending delivery dates for FY22-23 capital projects. At the November 1, 2023 Board meeting, staff presented Budget Amendment #1 to address capital items being carried over from FY22-23 to FY23-24 as well as one adjustment to the operating expenditures.

Since that time, staff has worked with SLOCOG staff to identify opportunities to maximize the federal funding programmed for operations in FY23-24. This will maximize the fund balance available to start FY24-25, which will allow staff to reduce the LTF request for FY24-25. The changes, which staff has noted in **yellow**, are included in the ensuing page. Note, although information for South County Transit and Paso Robles Transit Services are included, the Executive Committee and subsequently the Board are only adopting the changes to the RTA Core budget.

Changes in Operating Revenue:

- Offset reserve to carryover to FY24-25 has been increased by \$1,076,400, from \$172,070 to \$1,248,470. This will result in a reduced LTF request in FY24-25.
- Federal (FTA) Section 5307 from San Luis Obispo, North County, and South County have been increased by a combined total of \$1,076,400.

The table also shows the increased FTA Section 5307 awarded to South County Transit (from \$619,330 to \$1,021,530) and for North County (from \$319,000 to \$419,400). These increased FTA funds improve the offset reserve carryover in a similar fashion as it will for the RTA.

Staff Recommendation for Executive Committee on April 10th:

Recommend staff provide Budget Amendment #2 to the Board for approval at the May 1, 2024 Board meeting.

Executive Committee recommended staff provide Budget Amendment #2 to the Board for approval at the May, 1, 2024 meeting as presented.

Staff Recommendation for RTAC on April 18th:

Recommend staff provide Budget Amendment #2 to the Board for approval at the May 1, 2024 Board meeting.

No meeting held due to lack of quorum.

Staff Recommendation:

Adopt Budget Amendment #2 as presented.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
AMENDMENT TO OPERATING REVENUE BUDGET FOR 2023/2024**

		2023/24 Amended RTA Core Budget	2023/24 Amendment #2 RTA Core Budget	2023/24 Adopted SoCo Transit Budget	2023/24 Amendment #1 SoCo Transit Budget	2023/24 Adopted North County Budget	2023/24 Amendment #2 North County Budget	2024/25 Projected RTA Core Budget	2024/25 Projected SoCo Transit Budget	2024/25 Projected North County Budget
FUNDING SOURCES:										
GENERAL RESERVES										
1.	ESTIMATED FUND BALANCE	2,534,270	2,534,270	393,279	393,279	243,150	243,150	3,516,150	759,860	316,140
2.	LESS REQUIRED RESERVES FOR FISCAL YEAR									
CASH FLOW REQUIREMENTS PER TDA										
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS										
TOTAL		2,267,680	2,267,680	357,660	357,660	215,740	215,740	2,400,670	407,970	228,200
		172,070	1,248,470	-	402,200	-	100,400			
3.	FUND BALANCE AVAILABLE	2,439,750	3,516,150	357,660	759,860	215,740	316,140	2,400,670	407,970	228,200
NON TDA SOURCES										
FARES										
SoCo TRANSIT MANAGEMENT CONTRACT										
COUNTY MANAGEMENT CONTRACT										
NORTH COUNTY MANAGEMENT CONTRACT										
INTEREST										
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1										
RURAL TRANSIT FUND (Administration)										
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo										
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating										
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA										
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating										
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating										
FTA (Section 5307-SM) - Operating CARES										
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating										
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14										
CUESTA CONTRIBUTION NORTH COUNTY										
SPECIAL EVENTS REVENUE/OTHER										
SUB TOTAL		681,720	681,720	139,530	139,530	123,230	123,230	715,810	146,510	129,390
		133,360	133,360	-	-	-	-	143,140	-	-
		114,950	114,950	-	-	-	-	123,380	-	-
		55,770	55,770	-	-	-	-	59,860	-	-
		39,360	39,360	-	-	-	-	39,400	-	-
		106,180	106,180	399,330	399,330	204,310	204,310	644,670	481,550	295,820
		30,000	30,000	-	-	-	-	30,000	-	-
		672,000	980,800	-	-	-	-	712,970	-	-
		777,370	777,370	-	-	-	-	792,910	-	-
		635,900	635,900	-	-	-	-	-	-	-
		1,107,400	1,333,000	-	-	319,000	419,400	1,139,120	-	328,570
		255,090	255,090	-	-	-	-	270,440	-	-
		-	-	-	-	-	-	-	-	-
		647,400	1,189,400	619,330	1,021,530	-	-	665,320	637,000	-
		115,240	115,240	-	-	-	-	122,410	-	-
		-	-	-	-	40,580	40,580	-	-	40,580
		-	-	422,570	422,570	-	-	-	325,000	-
4.	TOTAL FUND BALANCE & NON TDA FUNDING	5,371,740	6,448,140	1,580,760	1,982,960	687,120	787,520	5,459,430	1,590,060	794,360
5.	TOTAL FUND BALANCE & NON TDA FUNDING	5,466,260	5,466,260	1,616,379	1,616,379	714,530	714,530	6,574,910	1,941,950	882,300
TDA REQUIRED										
CITY OF ARROYO GRANDE										
CITY OF ATASCADERO										
CITY OF GROVER BEACH										
CITY OF MORRO BAY										
CITY OF PASO ROBLES										
CITY OF PISMO BEACH										
CITY OF SAN LUIS OBISPO										
COUNTY OF SAN LUIS OBISPO										
		436,220	436,220	281,299	281,299	-	-	364,973	203,842	-
		726,795	726,795	-	-	-	-	620,229	-	-
		302,998	302,998	195,390	195,390	-	-	272,672	141,588	-
		249,562	249,562	-	-	-	-	210,230	-	-
		743,391	743,391	-	-	486,180	486,180	644,249	-	383,880
		190,307	190,307	122,721	122,721	-	-	167,949	88,929	-
		1,445,058	1,445,058	-	-	-	-	1,243,802	-	-
		3,933,769	3,933,769	113,341	113,341	-	-	3,385,905	82,132	-
		8,028,100	8,028,100	712,751	712,751	486,180	486,180	6,910,010	516,490	383,880
		(1,413,270)	(1,413,270)	-	-	-	-	(792,910)	-	-
6.	NET TDA REQUIREMENTS	6,614,830	6,614,830	712,751	712,751	486,180	486,180	6,117,100	516,490	383,880
7.	TOTAL FUNDING SOURCES	12,081,090	12,081,090	2,329,130	2,329,130	1,200,710	1,200,710	12,692,010	2,458,440	1,266,180
FUNDING USES:										
ADMINISTRATION										
PERS BUYOUT										
BUILDING DECOMMISSIONING										
MANAGEMENT CONTRACTS										
SERVICE DELIVERY										
CONTINGENCY										
9.	TOTAL FUNDING USES	1,902,380	1,902,380	173,260	173,260	102,220	102,220	1,932,450	180,420	106,700
		178,310	178,310	-	-	-	-	178,310	-	-
		-	-	-	-	-	-	-	-	-
		-	-	133,360	133,360	55,770	55,770	-	143,140	59,860
		9,867,670	9,867,670	1,992,740	1,992,740	1,026,780	1,026,780	10,440,910	2,103,400	1,082,760
		132,730	132,730	29,770	29,770	15,940	15,940	140,340	31,480	16,860
9.	TOTAL FUNDING USES	12,081,090	12,081,090	2,329,130	2,329,130	1,200,710	1,200,710	12,692,010	2,458,440	1,266,180

Population Based

18%
49%

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	SPECIAL DISTRICT <u>San Luis Obispo Regional Transit Authority</u> (Name) BUDGET ADJUSTMENT REQUEST	SAP DOCUMENT NO. DATE: 05/01/2024
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COMMITMENT ITEM DESCRIPTION	DEPARTMENT OR PROJECT TITLE	FUND CENTER	COMMITMENT ITEM	FUNDED PROGRAM	AMOUNT
FINANCING SOURCES					
FTA 5307 Operating	RTA	74801	4250105		1,579,000
Fund balance available	RTA	74801	no entry		(1,579,000)
TOTAL FINANCING SOURCES					-
FINANCING USES					
TOTAL FINANCING USES					-

JUSTIFICATION: (attach letter if required)
See attached staff reports
C-1 from the RTA May 1, 2024 Board Meeting

REQUESTED BY: _____ REVIEWED BY _____ APPROVED BY _____
05/01/2024 Tania Arnold _____
Date Name Date Auditor-Controller

PASSED AND ADOPTED by the Board of Directors of the San Luis Obispo Regional Transit Authority, County of San Luis Obispo, State of California, this 1st day of May, 2024. Agenda Item No. C-1

President of the Board of Directors

Of San Luis Obispo Regional Transit Authority

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RTA Fiscal Year 2024/2025 Operating Budget

Projected Five Year Capital Budget



May 1, 2024

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VISION STATEMENT, VISION ELEMENTS, MISSION STATEMENT AND STRATEGIC DIRECTION

VISION

The RTA of the future is an integral part of the “SLO lifestyle.” From the vineyards in North County, to the secluded beach towns on the North Coast, to multi-faceted communities in the South County, residents and visitors use public transportation rather than relying on their cars.

Vision Elements

- Continue successful partnerships with jurisdictions, county, other public agencies, businesses and schools.
- Provide excellent, reliable, sustainable seamless service that is effective in getting residents and visitors where they want to travel.
- Secure reliable funding.
- Implement an Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.
- Develop a well-executed image-building campaign with a single face for public transportation.

MISSION

The Mission of RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County.

STRATEGIC DIRECTION

- Stabilize and grow funding.
- Continue to improve service quality: On-time performance, scheduling and routing, customer amenities on our vehicles and at our bus stops, operating procedures.
- Consolidate and streamline operations to improve efficiency and effectiveness of public transportation throughout the county.
- Include public transportation as part of the lifestyle evolution needed to confront climate change.
- Reduce Vehicle Miles Traveled.
- Embrace technological improvements that will positively impact efficiency and quality of service.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VALUES

Commitment to Serve

Provide valuable services to the public and direct our energies in strengthening our relationships with our customers and the community while maintaining responsible ethical fiscal management.

Leadership

Be trustworthy, credible, confident, progressive and influential in all we do.

Teamwork

Work together with trust, support and mutual cooperation and respect. Provide an environment that fosters frank and open communication. Have Fun in our daily activities and keep issues in perspective. Have pride in our accomplishments while taking on our challenges with spirit and vigor.

Integrity

Promote honesty, loyalty, dignity, respect, decency, fairness, courtesy, responsibility, and character.

Human Development

Provide the appropriate resources and environment for employees to be successful, motivate individuals to take initiative and to be creative in all of our efforts.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

**MAY 1, 2024
STAFF REPORT**

AGENDA ITEM: C-2

TOPIC: Fiscal Year 2024-25 Operating and Capital Budget

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt the Fiscal Year 2024-25 Budget as Presented

EXEC RECOMMENDATION: Bring the Fiscal Year 2024-25 Budget as Presented to the Board for Approval with the Adjustment of FTA 5307 from Santa Maria to \$0, Offset by Reserve Carryover

RTAC RECOMMENDATION: No quorum

BACKGROUND/DISCUSSION:

We appreciate the Board’s support and leadership during these unprecedented times as we work to present a fiscally constrained Fiscal Year 2024-25 operating budget, and an advisory FY25-26 operating plan. In addition, we are presenting a five-year capital program.

The budget packet contains the following items:

- Our Vision and Mission statements,
- Budget Assumptions adopted by the Board at its March 6, 2024 meeting,
- Fiscally constrained FY24-25 operating and capital budgets,
- Fiscally unconstrained FY25-26 operating budget, and
- Fiscally unconstrained FY25-26 through FY28-29 capital budgets (expense only for FY26-27 through FY28-29).

It should be noted that staff continues to present separate columns in the revenue and expense tables for South County Transit (SoCo Transit), Paso Robles Express fixed-route and dial-a-ride services, as well as for the County-funded (SLOCAT) transit services. This separation is presented so that readers can easily distinguish between core RTA services and those operated under contract for our partner agencies. More succinctly, core services are defined as the intercity RTA fixed-routes (RTA Routes 9, 10, 12, 14 and 15), as well as the countywide ADA complementary paratransit services known as RTA Runabout.

We have broken each RTA core fixed-route service into weekday, Saturday and Sunday sections to better understand the financial commitment necessary to operate these

distinct services should service reductions become necessary due to funding or other constraints. Additionally, express and tripper service expense information has been broken out for RTA services. Note that should any of the services be increased, reduced and/or eliminated, there are “fixed” expense items that would need to be reallocated to the other services (such as administration costs, and operations management/oversight costs) as part of the final budget or a future budget amendment. Additionally, the allocation model for maintenance labor and workers compensation is now being allocated to each route or service based on miles instead of hours. This is especially important, as staff has proposed to our transit agency partner in Santa Maria that any new or re-established Route 10 Express services be competitively bid between our two agencies. Publishing the RTA’s subcategory costs openly will provide decision-makers with clearer picture of actual projected costs.

The budget presentation assumes operation of the same core levels of service miles and hours for fixed-route services that is currently being operated. In some cases, these service levels are lower than what was assumed and adopted as part of the FY23-24 budget, for example, for Runabout and North County Services, as we have made minor adjustments as part of our recovery from the COVID-19 pandemic. In accordance with the adopted RTA Strategic Business Plan (SBP) and as noted in the budget assumptions, the RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions.

As noted during the presentation of the budget assumptions report at the March 6th RTA Board meeting, below are the key issues staff is working to address in the FY24-25 budget plan:

KEY ISSUES

1. Address the uncertainties the agency currently faces, including state funding uncertainty. Impacts of these uncertainties include:
 - a. Liability costs, which have recently stabilized due to the RTA’s good safety record, but the market continues to be extremely volatile.

In March 2024, staff was pleased to learn that workers compensation insurance provided by PRISM (Public Risk Innovation Solutions Management) is projected to be in line with prior years projections, not incurring the significant increases the agency had recently endured, which is of note, especially in times of increasing wages. The premiums continue to be predictable and provide a welcome relief – especially with the realization that worker’s compensation across all employment sectors, including for transit services, is especially challenging statewide as loss development trends for the state have not been favorable.

In late March 2024 we also received the estimated premium for our general liability and vehicle physical damage insurance policies. The annual premium cost for these two insurance policies is also projected to be in line with what was projected during the FY23-24 budget process as a result of staff's continual work with our employee committee that has evaluated workplace safety and has initiated a proactive program to reduce the number and severity of claims.

Property insurance has increased due to fully insuring the new Bus Maintenance Facility and the addition of flood insurance, which is required because the facility was federally funded and located in a 100-year floodplain.

- b. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase as we recover from the pandemic.

Runabout hours and miles for FY24-25 are projected to be below what was included in the FY23-24 budget, which we expected to increase dramatically but ended up not meeting our initial projections. The FY24-25 estimate reflects current demand trends. Staff continues to monitor the Runabout service, including the premium fare charged to Tri-Counties Regional Center that started in January 2018 and resumption of the in-person functional assessments as part of the certification and recertification process. Should service demands change significantly during the fiscal year, a budget amendment will be presented to the Board for consideration, which may include options such as taxicab service as noted in the budget assumptions.

- c. Address staffing and retention, particularly in the Bus Operator classification.

The new and relatively low-cost paid family leave program implemented in July 2022 continues to bring positive feedback from staff. It brings the RTA leave program more in line with the leave provided by many private employers who participate in the state disability insurance (CA SDI) program.

The budget presentation has been updated starting in FY24-25 to show the subcategories included in Labor – Operations in order to provide more understanding about the cost drivers. This helps as the agency looks at which subcategories would and would not be impacted by service level changes.

- 2. Continue efforts to implement Zero-Emission Bus technologies, including implementing our first two battery-electric buses (BEBs) delivered in March 2024 and expansion of recharging infrastructure for planned additional BEBs in the

coming years. Included in the fixed route capital program for FY25-26 is the replacement of:

- Two diesel-powered buses purchased in 2010 and three diesel-powered buses purchased in 2013, with BEBs ordered in December 2023.
- Three diesel-powered buses purchased in 2013, with BEBs to be ordered in the fall of 2024.
- Four diesel-powered buses purchased in 2013, with diesel-powered buses to be ordered in the fall of 2024.

Of note is the significant financial resources required for vehicle replacements, which is based the vehicle replacements and type included in the *RTA Zero Emission Rollout Plan* adopted by the Board in March 2023. It is also important to note that our annual budget plan show the year(s) that capital project expenditures occur – not necessarily the year(s) when we begin to apply for various funds through grant proposals for higher-cost projects such as bus purchases. This can be confusing to the casual reader, since SLOCOG and our other funding partners show the year(s) that funds are allocated to our capital projects rather than the year(s) the funds are expended.

3. State Transit Assistance (STA) funds are projected to be down slightly in the region compared to the original FY23-24 allocation. With the additional STA funds made available through the SB-1 augmentation, the RTA has been able to leverage STA as the local match on more capital projects, keeping other local funding available for operations.

Staff continues to apply for the competitive funds from SLOCOG under the State of Good Repair program, and the RTA has applied for funding toward the replacement of four diesel vehicles which are included in the advisory FY25-26 budget.

4. Local Transportation Funds (LTF) are used primarily for operating purposes, and are also projected to be down in the region. The RTA will continue to maximize all other funding sources first before determining the need for LTF.

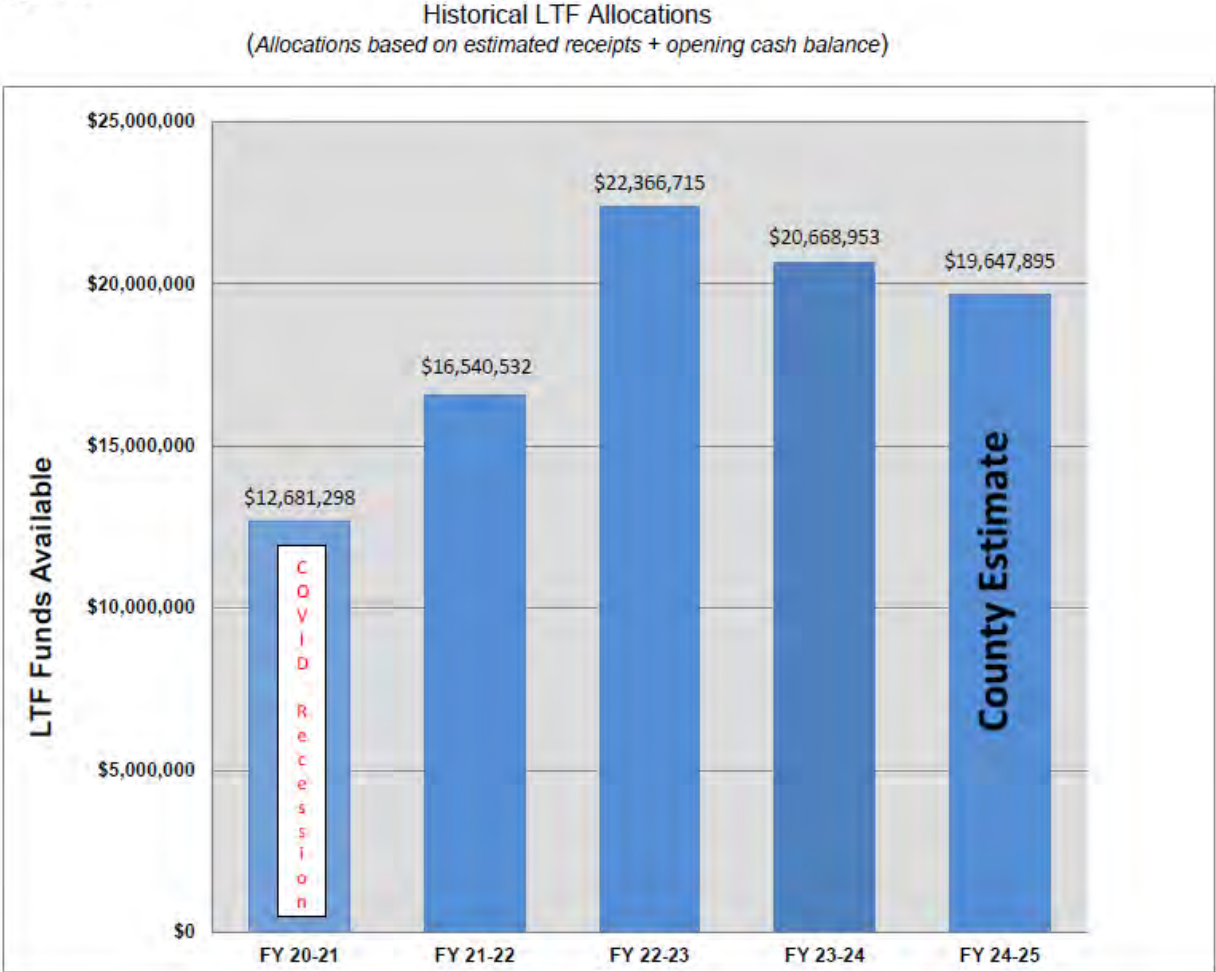
Staff acknowledges current LTF estimates to the region, as presented in the April 3, 2024 SLOCOG Agenda Item B-2. That staff report discusses the LTF coming into the region as:

“2024/25 Local Transportation Fund (LTF) - \$19,647,895 (5% decrease in LTF available for distribution)

The County Auditor’s estimated cash balance at June 30, 2024 is \$1,897,895, 35% below FY 23/24. The decrease in opening cash balance

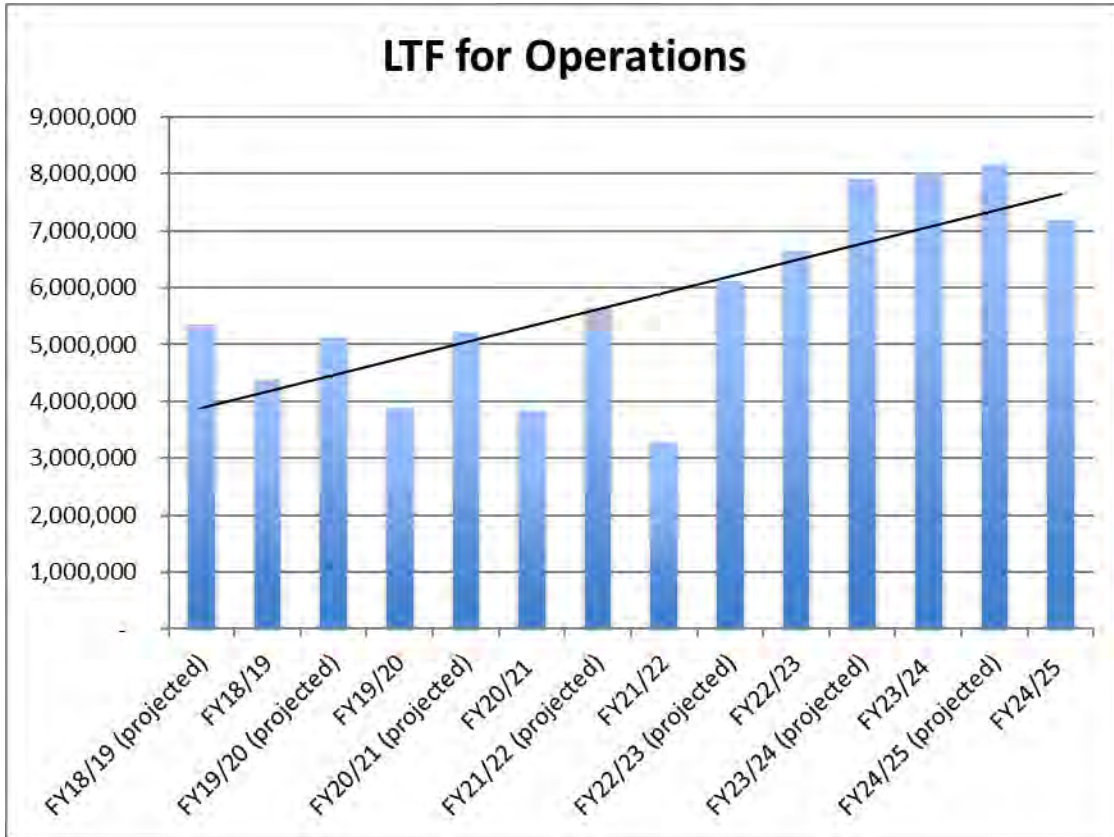
is primarily due to a high beginning cash balance in FY 22/23, which was allocated in that year. This figure is difficult to predict. The estimate shows expected revenue deposits equaling \$17,750,00 (inclusive of interest income) for a total of \$19,647,895. Figure 1 depicts the trend in LTF Distribution:

Figure 1



The proposed RTA budget includes LTF of \$7,196,660 for operations and \$472,140 for capital (total of \$7,668,800 prior to the Rural Transit Fund Exchange), which is a decrease from the amount included as an advisory FY24-25 total LTF projection of \$8,630,620 presented at the May 2023 Board meeting. A large portion of this decrease is a result from the current level of service being below originally anticipated budget levels, and additional federal funding being programmed. Additionally, there is \$750,000 included in the reserve request for FY24-25 which will help reduce the projected LTF for FY25-26. The LTF request is a significant increase from FY20-21 and FY21-22, but is more in line with the projected LTF included in prior two-year budget plans as indicated in the chart below. This increase is in large part due to the increase in funding provided by the “Coronavirus Aid, Relief, and Economic Security Act” (CARES Act), which was a \$2 trillion emergency funding package designed to blunt the worst and

most immediate impacts of the COVID-19 pandemic, allowing for a reduced LTF amount in FY20-21 and a carryover to FY21-22.



The capital budget includes LTF in accordance with the requirements outlined in the TIFIA loan agreement approved by the Board in September 2020.

5. Federal Transit Administration (FTA) formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2024 are projected to be slightly higher than in recent years, which may help reduce the need for LTF by all transit operators in the county.

A special note on FTA Section 5307 – Santa Maria funds: officials from the RTA, SLOCOG, Santa Barbara County Association of Governments and the City of Santa Maria continue to negotiate for continuation of pass-through FTA Section 5307 funds to partially fund RTA Route 10 SLO – Santa Maria services and to discuss other service-related issues, include a fare share agreement. Staff will provide updates as negotiations continue, and any agreement would require Board ratification. Although we originally believed that we had a path forward for FY24-25 pass-through of FTA Section 5307 funds allocated to the Santa Maria urbanized area for services currently operated, the original amount of \$254,790 presented in the draft budget has been removed. Staff has not included this funding source for FY25-26.

6. Fuel costs continue to be volatile and significantly higher than prior years; this also impacts ridership and fare revenues.

Due to the current global uncertainty, fuel prices have continued to swing wildly, especially in the last few months. Staff has tried to budget fuel somewhat conservatively and believes the \$5.10 included in the March 2024 budget assumptions be in line with current market conditions. If the projections need to be adjusted, staff will bring a budget amendment to the Board for consideration. It should be noted that diesel-powered buses manufactured after 2009 also require the use of Diesel Exhaust Fluid (DEF) to meet emissions requirements. DEF costs more than diesel fuel, and it is used at a roughly 5% ratio DEF to diesel; its use is included in the fuel line item.

7. Completion of the RTA's Joint Short Range Transit Plan (SRTP) in late calendar year 2024 will help guide future RTA services. Interim working papers have also informed FY24-25 budgetary priorities.

Revised Expenses Assumptions

The overall Administration Expense for RTA core services is up by approximately 9% compared to FY23-24. Two main factors are associated with this increase. As previously noted, the property insurance line-item has been impacted by the difficult insurance market. Additionally, the professional technical services line-item has increased in order to upgrade the software system used for our legacy fare collection system as well as a partnership with Achievement House to service specific bus stops in the South County region. Marketing and Reproduction has decreased due to passenger surveys being conducted by the consultant as part of the Short-Range Transit Plan instead of by RTA-hired temporary support, and that cost is added back in for FY25-26.

The proposed Service Delivery cost is up by roughly 6% from what was identified in the FY23-24 budget. The primary reason for this increase is associated with the increase in wages as identified in Collective Bargaining Agreement that covers Bus Operators, Mechanics, Parks Clerk and Utility employees, and rising fuel prices. As noted earlier, the labor for operations has been delineated more finely in four pertinent subcategories.

Capital and Planning Program

The focus of our capital program will be to secure replacements for vehicles that have reached their economically useful life. We have also programmed the following capital projects:

- \$48,800 for specialized maintenance equipment to improve efficiencies;
- Bus stop improvements;
- Engine replacements for the Gillig vehicles purchased in 2018; and
- Miscellaneous computer equipment, including regular computer and copier replacements. Additionally, updating the computerized Runabout dispatching system to be more in line with the needs of riders and to enhance productivity.

It should be noted that a portion of the FY23-24 capital funds for fully funded projects, such as vehicle replacements and bus stop improvements that have been delayed, is not carried over to the proposed FY24-25 budget. These on-going projects will be captured in a budget amendment after the FY24-25 has started, and the carryover will require no new financial resources from local jurisdictions because the funding has been previously secured.

Also included is a projected five-year capital improvement program as part of the budget plan. While only the first year is financially constrained, the projects identified in the ensuing four years provide a snapshot of future capital needs and potential cost levels. It should be noted that staff has only identified replacement projects and easily identifiable on-going projects (i.e., computer needs and bus stop improvements) in the capital improvement program. No expansion vehicles are included in the base budget; if any new projects are identified upon adoption of the Short-Range Transit Plan in late 2024, those projects could be included in a FY24-25 budget amendment.

Conclusion

Fiscal Year 2024-25 will be a particularly challenging year. We look forward to working with our customers, the Board and other stakeholders in providing stability and the highest quality of transportation services to residents of and visitors to our community. We believe that this budget reflects the path set by your Board in previous years and, although we would like to do more, we believe that this budget provides the optimum levels of service within the confines of existing limited resources.

Staff Recommendation for Executive Committee:

Recommend staff provide the FY24-25 budget to the Board for approval at the May 1st Board meeting.

Executive Committee recommended staff remove the FTA 5307 of \$254,790 from the City of Santa Maria and use the offset reserve carryover to future fiscal years to hold LTF required as presented.

Staff Recommendation for RTAC:

Recommend staff provide the FY24-25 budget to the Board for approval at the May 1st Board meeting.

No meeting held due to lack of quorum.

Staff Recommendation for the Board:

Recommend that the Board adopt the FY24-25 budget as presented.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MARCH 6, 2024

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Fiscal Year 2024-25 Budget Assumptions

ACTION: Approve FY24-25 Budget Assumptions

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Adopt the Budget Assumptions and Budget Calendar So That a Detailed Work Plan and Budget May Be Developed

STAFF RECOMMENDATION

FOR EXECUTIVE COMMITTEE: Bring the Budget Assumptions and Budget Calendar to the Board So That a Detailed Work Plan and Budget May Be Developed

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for the RTA's Fiscal Year 2024-25 Operating and Capital Budget, and it is the first step in the development of our operating budget and capital program. It should be noted that the RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. The budget assumptions were presented to the RTA Executive Committee for review and their recommended staff bring the assumptions to the RTA Board at its March 6th meeting. Upon the Board's guidance and approval, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 10th meeting and the Regional Transit Advisory Committee (RTAC) at their April 18th meeting prior to the final draft budget presentation to the full Board on May 1st.

KEY ISSUES

1. Address the uncertainties the agency currently faces, including state funding uncertainty. Impacts of these uncertainties include:
 - a. Liability costs, which have recently stabilized due to the RTA's good safety record, but the market continues to be extremely volatile.
 - b. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase as we recover from the pandemic.

- c. Address staffing and retention, particularly in the Bus Operator classification.
2. Continue efforts to implement Zero-Emission Bus technologies, including implementing our first two battery-electric buses (BEBs) in 2024 and expansion of recharging infrastructure for planned additional BEBs in the coming years.
3. State Transit Assistance (STA) funds are projected to be down slightly in the region compared to the original current fiscal year allocation.
4. Local Transportation Funds (LTF) are used primarily for operating purposes, and are also projected to be down in the region. The RTA will continue to maximize all other funding sources first before determining the need for LTF.
5. Federal Transit Administration (FTA) formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2024 are projected to be higher than in recent years, which may help reduce the need for LTF by all transit operators in the county.
6. Fuel costs continue to be volatile and are significantly higher than in prior years; this also impacts ridership and fare revenues.
7. Completion of the RTA's Joint Short Range Transit Plan (SRTP) in late calendar year 2024 will help guide future RTA services. Interim working papers will also inform FY24-25 budgetary priorities.

Mission Statement

As a reminder, the Mission of the RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens of and visitors to San Luis Obispo County.

Objectives and Revenue Impacts

- 1) Maintain existing service levels and hours of service and, as feasible, increase service, including recommendations from the SRTP and other regional plans, that meet the standards of productivity and demand of our customers and communities through the effective and efficient delivery of RTA Fixed-Route and Runabout core¹ services:
 - a) The RTA originally received \$836,270 in STA funding in FY23-24 for RTA core services. Staff will work with SLOCOG staff to determine a realistic estimate for FY24-25.
 - b) Continue to monitor the results and impacts on ridership and fares based on the existing fare structure, including information received as part of the SRTP regarding likely changes to the fare structure. Staff is also eager to participate in moving to fare platforms such as the Cal-ITP system. The last system-wide fare change was implemented in December 31, 2017, both on RTA Fixed-Route and on the Runabout service, which included the establishment of a Runabout premium service fare.
 - c) The FY23-24 budget adopted in May 2023 included \$6,614,830 in LTF operating revenues. Also at the May 2023 Board meeting, the advisory FY24-25 LTF projection was \$7,365,570. Staff is still developing an estimated annual FY23-24 revenue and expense projection, which impacts the carryover amount that could reasonably be identified for the FY24-25 budget. Staff does anticipate an additional budget amendment for the Board to consider at the May Board meeting to record additional FTA Section 5307 funds for FY23-24, which will increase the LTF carryover for FY24-25.
 - d) FTA Sections 5307, 5311 and 5339 operating funding and capital funding for FY24-25 will be based on feedback received as staff works with SLOCOG and the other transit operators through the programming of projects process. Monies for FTA-funded projects are reimbursed either as progress payments or as full payment at the end of the project and/or fiscal year, which requires focused care by staff to ensure adequate cash flow.
 - e) Detailed miles/hours and span of service for each RTA core Fixed-Route and for Runabout will be provided with the draft budget. For context, detailed budgets based on miles/hours and span of service will also be provided separately for SLO County Services, South County Transit, and North County Local Services.

¹ Core services are defined as:

1. Hourly weekday services on RTA Routes 9, 10 and 12;
2. Five trips/day on Saturdays for Routes 9, 10, 12, and Monday-Saturday on Route 15;
3. Three trips/day on Sundays for Routes 9, 10, 12 and 15;
4. Peak period weekday service on Route 14 during open session of Cuesta College;
5. Peak period commuter Express services on Routes 9, 10 and 12; and
6. Runabout service that matches the fixed-route service days operated in each community.

- f) Productivity of each RTA-operated Fixed-Route service during holiday time periods, specifically associated with the service provided during the weeks of Thanksgiving, Christmas and New Years, will be reviewed to determine appropriate service levels.
 - g) Staff will continue to research and evaluate new revenue sources should any potential shortfall in operating revenues arise. If we are unable to secure funding, staff would recommend that the Board consider adjusting the TDA allocation from the RTA jurisdictions and/or adjust service levels.
 - h) Due to changes in self-insured retention requirements, and now that consolidation has been completed, staff is recommending an actuarial study to specifically determine self-insured retentions and reserves for the general liability, workers compensation, and employment practices insurance programs. The estimated cost is \$15,000.
- 2) Work with SLOCOG and our transit agency partners in the region to evaluate region-wide service efficiencies:
- a) Transit agencies across the country were highly impacted by the COVID-19 pandemic, which continues to impact ridership and farebox revenues. As a result, the State of California suspended farebox recovery ratio requirements through the end of FY22-23. Although legislation has not yet been approved to make adjustments to existing TDA law regarding minimum fare recovery ratio requirements moving forward, staff is optimistic that revisions to the legislation will be approved ahead of the penalty year (which would be FY26-27²).
 - b) The RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county through both the SLOCOG Social Services Transportation Advisory Committee and through the RTAC.
 - c) Staff will use the *2018-20 RTA Strategic Business Plan* as well as the working papers as they are released for the SRTP that is in progress, to evaluate potential efficiencies and, with Board concurrence, implement efficiencies as appropriate. Additionally, the RTA will address the Zero Emission Bus requirements of the Innovative Clean Transit (ICT) Rollout Plan. The ICT was adopted at the March 2023 Board meeting.

² In the event a transit claimant does not meet its farebox ratio, SLOCOG will comply with provision 6633.9, Non-Compliance with Required Ratio:

1. The first year of non-compliance is the grace year. (FY23-24)
2. The second year of non-compliance is the non-compliance year. (FY24-25)
3. The third year is the determination year. (FY25-26)
4. The fourth year is the penalty year: TDA funds are reduced by the difference between the required revenues (in non-compliance year) and the actual revenues. (FY26-27)

- 3) Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs:
 - a) Staff will continue to work with SLOCOG to prioritize capital projects using the State of Good Repair STA (SGR) portion of SB-1 funds. These SB-1 funds are an important source of revenues for the RTA and the other transit operators in our region. It directly impacts the RTA's need for LTF to fund operations and the local match for capital projects by reducing local match needed for federal funds, and interest when financing for capital projects is needed.
 - b) Other potential capital funds intended to support our transition to zero-emission buses include AB617 Clean Air Program, Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), Volkswagen Mitigation Funds, and LCTOP. Staff will continue to leverage all grant funds to the greatest extent possible in order to conserve local funds.
- 4) Address projected changes in demand for Runabout service:
 - a) Runabout service hours and miles are still lower than were originally projected for FY23-24, and staff is closely monitoring service needs to determine when service will return to pre-pandemic levels. Staff will seek the Board's direction as demand is anticipated to increase over time.
 - b) Staff suspended in-person Runabout service eligibility assessments during the pandemic and during the past year so that our training staff could focus on training newly-hired Bus Operator candidates. Staff plans to reinstitute this Runabout eligibility assessments program in FY24-25 to ensure that only those persons truly eligible for Runabout service are initially registered or re-registered as part of the Runabout application process. Staff will also provide mobility training for disabled persons who are able to occasionally use Fixed-Route services for some or all of their travel needs.
 - c) Staff does not foresee needing to move forward with using supplemental taxicab services at this time, but should future Runabout service expansions be required or if staffing shortages persist, staff will revisit this option or other staff classification options.

Expenses Impacts

- 1) Fuel prices continue to be extremely volatile; fuel will be budgeted at \$5.10 per gallon in FY24-25. Included in the Fuel line-item will be diesel exhaust fluid (DEF), which is used to lower diesel exhaust emissions on model year 2015 and newer Fixed-Route vehicles. Should fuel prices substantially increase or decrease to such

a degree that it would have a profound effect on the overall budget, staff will address the change in a budget amendment.

- 2) Related, as we implement BEBs beginning in late FY23-24, we will get a better handle on per-mile electrical recharging costs. However, since only two BEBs will be operated, the overall impact to fueling/energy costs is expected to initially be relatively small in FY24-25.
- 3) Insurance Expenses:
 - a) California Transit Indemnity Pool (CalTIP) liability insurance premiums are projected to increase. The exact amount is not known at this time, as CalTIP actuaries are still working on May 1, 2024 through April 30, 2025 rates. Estimates will be available from CalTIP in time to include in the RTA draft budget presented to the Executive Committee at its April 10, 2024 meeting. Although the experience modification factor of RTA is in line with the statewide pool average, the RTA did experience large claims in February 2019 and January 2021, which continue to impact current and future premiums. The pool had experienced significant negative claims development several years ago but those have stabilized due to efforts of all the member agencies to ensure the stability of the pool and ensure equity in costing among all members. This included a recent actuarial study on the formulas used in applying and calculating each agency's experience modification factor. More importantly, the California liability market continues to contract, which also increases per-mile costs.
 - b) CalTIP vehicle physical damage will increase due to the added asset value of newer vehicles in the fleet and the recent property damage seen in the market, namely due to the recent wildfires and flooding in California and other weather-related disasters across the globe.
 - c) Our annual Employment Risk Management Authority premium is estimated at \$45,000, with a \$50,000 self-insured retention. This self-insured retention does not currently have a reserve in place to cover it should a loss develop.
 - d) Workers compensation premiums charged by our carrier (Public Risk Innovation, Solutions, and Management, or PRISM) are projected to increase slightly, with the realization that workers compensation for transit services is especially challenging statewide as loss development trends in the state are not favorable. Staff will obtain a more refined estimate in early February and again in late March. We continue to work with our employee Safety Committee that evaluates workplace safety and initiates proactive programs to address the number of claims and severity of the claims. Although premiums are expected to rise, a significant portion of that increase is attributable to the increase in wages identified in the collective bargaining agreement.

- e) Property insurance will increase due to now owning the facility at 253 Elks Lane and due to the significant losses in the property insurance market, most recently the wildfires in California and other weather-related disasters globally. Additionally, we are required to maintain flood insurance for our new Bus Maintenance Facility because its construction was federally funded.
- f) For budget-making purposes, staff is assuming an 8% annual increase for healthcare costs for each of the next two fiscal years. Staff believes that this estimate is reasonable based on historical price increases. This will include the paid family leave program that was implemented in July 2022, which brought the leave benefits closer to those offered under the state disability insurance program.

4) Staffing Expenses:

- a) In May 2023 the Board approved a 3-year Collective Bargaining Agreement (CBA) that will expire on December 31, 2025. Staff notes the fiscal uncertainty that the expiration has on the projected FY25-26 information that will be included in the budget presentation.
- b) The number of FY24-25 budgeted full-time equivalent (FTE) positions will remain the same as in FY23-24. Should adjustments to the FTE count need to be revised, staff will bring that proposal to the Board along with any new or revised job descriptions, if applicable.
- c) For FY24-25, the overall number of budgeted positions for the non-core services (North County, SoCo Transit, and SLO County services) will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns in the budget tables.
- d) An annual inflationary wage adjustment based on the December 2022 to December 2023 Consumer Price Index (CPI) of 3.5% will be implemented in July 2024 for those employees not covered by the collective bargaining agreement. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments and budgetary authority.
- e) The RTA Board of Directors took action at its September 6, 2023 meeting to implement the increase in contribution percentage of 0.43% for the retirement plan with San Luis Obispo County Pension Trust (SLOCPT) in July 2024 rather than January 2024. Traditionally and in line with how the County treated increases for unrepresented employees in June 2022 for FY22-23 through FY24-25, the RTA will assume the 0.43% pickup. This is related to management, administration and confidential employees, and does not include the employees who are covered by the CBA with Teamsters Local 986.

Proposed Budget Calendar

- February 14 Detailed budget assumptions and revenue forecast to Executive Committee.
- March 6 Obtain Board concurrence on proposed draft budget assumptions.
- March 31 Based on feedback from Executive Committee draft FY24-25 Budget Draft complete.
- April 10 Draft FY24-25 Budget presentation to Executive Committee
- April 18 Formal FY24-25 Budget presentation to RTAC
- May 1 Budget Amendment #2 for FY23-24; Final Board Budget presentation for FY24-25; Board adoption of FY24-25 Budget

Staff Recommendation for the Board:

Approve the budget assumptions and budget calendar so that a detailed work plan and budget may be developed.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
OPERATING REVENUE BUDGET FOR 2024/2025**

	2022/2023 Combined Actual	2023/24 Amendment #2 RTA Core Budget	2023/24 Amendment #1 SoCo Transit Budget	2023/24 Adopted SLOCAT Budget	2023/24 Amendment #2 North County Budget	2024/25 Proposed RTA Core Budget	2024/25 Proposed SoCo Transit Budget	2024/25 Proposed SLOCAT Budget	2024/25 Proposed North County Budget	2025/26 Projected RTA Core Budget	2025/26 Projected SoCo Transit Budget	2025/26 Projected SLOCAT Budget	2025/26 Projected North County Budget
FUNDING SOURCES:													
GENERAL RESERVES	3,428,857	2,534,270	393,279	189,530	243,150	3,966,150	759,860	226,770	316,140	2,889,610	480,190	166,170	200,770
1. ESTIMATED FUND BALANCE	3,428,857	2,534,270	393,279	189,530	243,150	3,966,150	759,860	226,770	316,140	2,889,610	480,190	166,170	200,770
2. LESS REQUIRED RESERVES FOR FISCAL YEAR													
CASH FLOW REQUIREMENTS PER TDA	3,108,159	2,267,680	357,660	156,770	215,740	2,394,400	480,190	166,170	200,770	2,528,280	488,460	173,120	201,820
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS	252,070	1,248,470	402,200	-	100,400	495,210	-	-	-	-	-	-	-
TOTAL	3,360,229	3,516,150	759,860	156,770	316,140	2,889,610	480,190	166,170	200,770	2,528,280	488,460	173,120	201,820
3. FUND BALANCE AVAILABLE	68,628	(981,880)	(366,581)	32,760	(72,990)	1,076,540	279,670	60,600	115,370	361,330	(8,270)	(6,950)	(1,050)
NON TDA SOURCES													
FARES	860,739	681,720	139,530	20,170	123,230	749,660	107,240	18,420	146,850	824,370	117,930	20,260	161,490
SoCo TRANSIT MANAGEMENT CONTRACT	126,430	133,360	-	-	-	141,160	-	-	-	149,210	-	-	-
COUNTY MANAGEMENT CONTRACT	108,970	114,950	-	-	-	121,670	-	-	-	128,610	-	-	-
NORTH COUNTY MANAGEMENT CONTRACT	52,870	55,770	-	-	-	59,030	-	-	-	62,400	-	-	-
INTEREST	70,410	39,360	-	-	-	60,000	-	-	-	60,000	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1	1,687,036	106,180	399,330	402,090	204,310	350,270	433,890	369,370	295,060	266,790	493,960	353,210	383,100
RURAL TRANSIT FUND (Administration)	30,000	30,000	-	-	-	30,000	-	-	-	30,000	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo	652,400	980,800	-	-	-	840,000	-	-	-	850,500	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating	762,127	777,370	-	-	-	792,910	-	-	-	816,700	-	-	-
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA	-	635,900	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating	1,361,000	1,333,000	-	-	419,400	1,133,000	-	-	356,500	1,155,700	-	-	363,600
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating	-	255,090	-	-	-	-	-	-	-	-	-	-	-
FTA (Section 5307-SM) - Operating CARES	160,984	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating	1,264,000	1,189,400	1,021,530	33,670	-	950,000	944,460	35,540	-	969,600	999,600	37,303	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14	106,680	115,240	-	-	-	147,210	-	-	-	155,060	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY	40,580	-	-	-	40,580	-	-	-	40,580	-	-	-	40,580
SPECIAL EVENTS REVENUE/OTHER	58,650	-	422,570	-	-	-	111,710	-	-	-	110,000	-	-
4. SUB TOTAL	7,342,876	6,448,140	1,982,960	455,930	787,520	5,374,910	1,597,300	423,330	838,990	5,468,940	1,721,490	410,773	948,770
5. TOTAL FUND BALANCE & NON TDA FUNDING	7,411,504	5,466,260	1,616,379	488,690	714,530	6,451,450	1,876,970	483,930	954,360	5,830,270	1,713,220	403,823	947,720
TDA REQUIRED													
CITY OF ARROYO GRANDE	666,714	436,220	281,299	-	-	388,962	254,570	-	-	464,890	342,073	-	-
CITY OF ATASCADERO	593,587	726,795	-	-	-	655,562	-	-	-	783,532	-	-	-
CITY OF GROVER BEACH	498,332	302,998	195,390	-	-	270,572	177,086	-	-	323,389	237,955	-	-
CITY OF MORRO BAY	201,200	249,562	-	-	-	222,999	-	-	-	266,530	-	-	-
CITY OF PASO ROBLES	1,125,045	743,391	-	-	486,180	666,109	-	-	213,990	796,139	-	-	248,090
CITY OF PISMO BEACH	307,338	190,307	122,721	-	-	170,694	111,717	-	-	204,015	150,117	-	-
CITY OF SAN LUIS OBISPO	1,190,374	1,445,058	-	-	-	1,295,399	-	-	-	1,548,270	-	-	-
COUNTY OF SAN LUIS OBISPO	3,826,090	3,933,769	113,341	290,230	-	3,526,363	103,507	338,480	-	4,214,735	139,085	455,437	-
TDA REQUIREMENTS BEFORE 5311 EXCHANGE	8,408,681	8,028,100	712,751	290,230	486,180	7,196,660	646,880	338,480	213,990	8,601,500	869,230	455,437	248,090
LESS: RURAL TRANSIT FUND/5311 EXCHANGE	(762,127)	(1,413,270)	-	-	-	(792,910)	-	-	-	(816,700)	-	-	-
6. NET TDA REQUIREMENTS	7,646,554	6,614,830	712,751	290,230	486,180	6,403,750	646,880	338,480	213,990	7,784,800	869,230	455,437	248,090
7. TOTAL FUNDING SOURCES	15,058,057	12,081,090	2,329,130	778,920	1,200,710	12,855,200	2,523,850	822,410	1,168,350	13,615,070	2,582,450	859,260	1,195,810
FUNDING USES:													
ADMINISTRATION	2,128,541	1,902,380	173,260	7,500	102,220	2,055,910	213,060	7,890	104,950	2,196,740	215,940	8,170	106,530
PERS BUYOUT	178,308	178,310	-	-	-	178,310	-	-	-	178,310	-	-	-
BUILDING DECOMMISSIONING	-	-	-	-	-	-	-	-	-	-	-	-	-
MANAGEMENT CONTRACTS	288,270	-	133,360	114,950	55,770	-	141,160	121,670	59,030	-	149,210	128,610	62,400
SERVICE DELIVERY	12,462,938	9,867,670	1,992,740	647,230	1,026,780	10,474,470	2,139,700	683,100	990,520	11,092,540	2,181,760	712,730	1,009,360
CONTINGENCY	-	132,730	29,770	9,240	15,940	146,510	29,930	9,750	13,850	147,480	35,540	9,750	17,520
9. TOTAL FUNDING USES	15,058,057	12,081,090	2,329,130	778,920	1,200,710	12,855,200	2,523,850	822,410	1,168,350	13,615,070	2,582,450	859,260	1,195,810

Population Based

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
CAPITAL AND PLANNING REVENUE BUDGET FOR 2024/2025**

		2022/2023 Combined Actual Capital Budget	2023/24 Amended RTA Capital Budget	2023/24 Amended SoCo Transit Capital Budget	2023/24 Amended SLOCAT Capital Budget	2023/24 Adopted North County Capital Budget	2024/25 Proposed RTA Core Capital Budget	2024/25 Proposed SoCo Transit Capital Budget	2024/25 Proposed SLOCAT Capital Budget	2024/25 Proposed North County Capital Budget	2025/26 Projected RTA Core Capital Budget	2025/26 Projected SoCo Transit Capital Budget	2025/26 Projected SLOCAT Capital Budget	2025/26 Projected North County Capital Budget
FUNDING SOURCES:														
BEGINNING CAPITAL PROJECTS RESERVE		1,758,160	874,790	231,850	133,230	4,680	663,950	135,080	38,190	10,420	786,260	121,530	22,150	56,260
1.	ESTIMATED FUND BALANCE	1,758,160	874,790	231,850	133,230	4,680	663,950	135,080	38,190	10,420	786,260	121,530	22,150	56,260
LESS REQUIRED RESERVES FOR FISCAL YEAR														
CAPITAL PROJECTS RESERVE		1,244,550	663,950	135,080	38,190	10,420	786,260	121,530	22,150	56,260	847,350	154,950	31,070	63,680
TOTAL		1,244,550	663,950	135,080	38,190	10,420	786,260	121,530	22,150	56,260	847,350	154,950	31,070	63,680
3.	FUND BALANCE AVAILABLE	513,610	210,840	96,770	95,040	(5,740)	(122,310)	13,550	16,040	(45,840)	(61,090)	(33,420)	(8,920)	(7,420)
NON TDA SOURCES														
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		211,392	730,090	82,220	10,870	136,180	297,360	142,500	4,960	112,660	380,840	82,430	21,120	24,620
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		-	246,010	-	-	-	-	-	-	-	-	-	-	-
STATE OF GOOD REPAIR		-	448,610	-	-	-	-	-	-	-	271,770	203,810	-	94,290
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP)		-	-	-	-	-	-	-	-	-	10,316,340	3,469,530	-	1,605,130
RURAL TRANSIT FUND (Capital)		-	-	-	-	-	-	-	-	-	777,770	232,280	-	107,460
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		245,187	982,680	-	-	-	424,870	-	-	-	568,280	254,120	-	117,570
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities		170,362	835,170	-	63,280	-	300,000	-	-	-	4,202,250	66,830	-	30,920
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)		270,069	1,060,530	-	-	-	502,370	-	-	-	647,180	254,120	-	117,570
FEDERAL TRANSIT ADM (FTA) (Section 5307-Santa Maria) - CARES		14,355	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)		486,957	909,190	430,140	312,160	-	424,870	46,500	-	-	568,280	301,420	-	117,570
OTHER		-	-	-	-	-	-	-	-	-	1,122,000	-	-	-
SUB TOTAL		1,398,323	5,212,280	512,360	386,310	136,180	1,949,470	189,000	4,960	112,660	17,732,710	4,864,540	21,120	2,215,130
4.	TOTAL FUND BALANCE & NON TDA FUNDING	1,911,933	5,423,120	609,130	481,350	130,440	1,827,160	202,550	21,000	66,820	17,671,620	4,831,120	12,200	2,207,710
TDA REQUIRED														
CITY OF ARROYO GRANDE		4,418	25,655	-	-	-	24,938	-	-	-	24,757	-	-	-
CITY OF ATASCADERO		7,507	42,743	-	-	-	42,378	-	-	-	41,726	-	-	-
CITY OF GROVER BEACH		3,300	17,820	-	-	-	18,631	-	-	-	17,222	-	-	-
CITY OF MORRO BAY		2,545	14,677	-	-	-	14,364	-	-	-	14,194	-	-	-
CITY OF PASO ROBLES		7,798	43,720	-	-	-	44,020	-	-	-	42,397	-	-	-
CITY OF PISMO BEACH		2,033	11,192	-	-	-	11,475	-	-	-	10,865	-	-	-
CITY OF SAN LUIS OBISPO		15,057	84,985	-	-	-	84,985	-	-	-	82,451	-	-	-
COUNTY OF SAN LUIS OBISPO		40,993	231,349	-	-	-	231,349	-	-	-	224,449	-	-	-
TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT		83,650	472,140	-	-	-	472,140	-	-	-	458,060	-	-	-
6.	FINANCING FOR BUS MAINTENANCE FACILITY	-	-	-	-	-	-	-	-	-	-	-	-	-
7.	TOTAL FUNDING SOURCES	1,995,582	5,895,260	609,130	481,350	130,440	2,299,300	202,550	21,000	66,820	18,129,680	4,831,120	12,200	2,207,710
FUNDING USES:														
CAPITAL		1,550,947	5,173,120	609,130	481,350	130,440	1,424,160	202,550	21,000	66,820	12,055,620	3,326,990	12,200	1,511,840
LOAN PAYMENTS		444,635	472,140	-	-	-	472,140	-	-	-	458,060	-	-	-
SHORT RANGE TRANSIT PLAN		-	250,000	-	-	-	-	-	-	-	-	-	-	-
REGIONAL CONTACTLESS CHARGING		-	-	-	-	-	-	-	-	-	2,238,000	-	-	-
ELKS LANE PROJECTS		-	-	-	-	-	403,000	-	-	-	4,500,000	-	-	-
MASTER PLANNING & IMPLEMENTATION- OFFSITE FAST CHARGING		-	-	-	-	-	-	-	-	-	-	1,504,130	-	695,870
9.	TOTAL FUNDING USES	1,995,582	5,895,260	609,130	481,350	130,440	2,299,300	202,550	21,000	66,820	19,251,680	4,831,120	12,200	2,207,710

Population
Based

		Actual Combined FY 2022-23	Amended Operating Budget FY 2023-24	Proposed Operating Budget FY 2024-25	Projected Operating Budget FY 2025-26
Administration and Service Delivery Totals					
	Hours		83,260	79,390	81,910
	Miles		1,776,120	1,851,210	1,894,480
Administration:					
Labor	operations cost	1,424,645	1,260,560	1,334,260	1,410,390
Labor - Administration Workers Comp	operations cost	41,821	45,630	47,560	49,570
Office Space Rental	operations cost	53,398	58,030	59,770	62,680
Property Insurance	operations cost	216,314	239,060	283,570	336,370
Professional Technical Services	operations cost	162,538	247,410	320,550	289,490
Professional Development	operations cost	52,975	91,450	97,340	114,400
Operating Expense	operations cost	334,951	398,380	419,320	433,770
Marketing and Reproduction	operations cost	130,169	148,920	141,300	170,930
North County Management Contract	operations cost	(52,870)	(55,770)	(59,030)	(62,400)
County Management Contract	operations cost	(108,970)	(114,950)	(121,670)	(128,610)
SCT Management Contract	operations cost	(126,430)	(133,360)	(141,160)	(149,210)
Total Administration		2,128,541	2,185,360	2,381,810	2,527,380
Service Delivery:					
Labor - Operations	hourly	7,017,330			
Bus Operators	hourly		5,268,100	5,581,200	5,817,440
Training Staff	hourly		403,910	422,910	440,890
Operations Supervisors/Schedulers	hourly		1,458,720	1,551,600	1,654,560
Ops. Mgt. / Oversight	hourly		414,340	448,750	469,870
Labor - Operations Workers Comp	hourly	322,174	346,030	360,680	375,950
Labor - Maintenance	miles	1,783,771	1,809,490	1,998,840	2,045,360
Labor - Maintenance Workers Comp	miles	86,580	94,750	98,760	102,940
Fuel	miles	1,643,778	1,651,890	1,565,280	1,565,280
Insurance (Liability, Physical Damage, Employment Practices)	miles	767,693	855,850	1,010,430	1,150,710
Special Transportation (for SLOCAT)	n/a	63,066	33,740	33,500	35,160
Maintenance (parts, supplies, materials)	miles	694,948	1,029,610	1,059,720	1,178,010
Maintenance Contract Costs	miles	83,598	167,990	156,120	160,220
Total Operations		12,462,938	13,534,420	14,287,790	14,996,390
Contingency	hourly	-	187,680	200,040	210,290
PERS Buyout	operations cost	178,308	178,310	178,310	178,310
Building Decommissioning		-	-	-	-
Management Contracts		288,270	304,080	321,860	340,220
TOTAL FUNDING USES		15,058,057	16,389,850	17,369,810	18,252,590

	Actual Capital Budget FY 2022-23	Amendment #1 Capital Budget FY 2023-24	Proposed Capital Budget FY 2024-25	Projected Capital Budget FY 2025-26	Projected Capital Budget FY 2026-27	Projected Capital Budget FY 2027-28	Projected Capital Budget FY 2028-29
Capital and Planning Expenditures							
Capital/Studies:							
Computer System Maintenance/Upgrades	72,787	180,750	296,730	111,570	117,150	123,010	129,160
Miscellaneous Capital							
Maintenance Equipment	186,898	46,500	48,800	49,600	50,400	51,200	51,970
Vehicle ITS/Camera System	-	138,000	-	-	-	-	-
Bus Stop Improvements	16,789	467,480	106,400	108,000	109,700	111,400	113,070
Large Capital Repairs	302,212	869,800	375,000	375,000	-	-	-
Vehicles							
Support Vehicles	34,948	256,070	45,600	46,600	76,900	37,800	80,750
Fixed Route Vehicles	689,850	3,130,460	-	15,075,780	5,361,600	3,930,800	4,091,900
Trolley replacement vehicles	-	293,200	-	-	-	350,000	-
Cutaway and Dial A Ride Vehicles	-	177,280	-	-	203,870	466,200	-
Runabout Vehicles	247,463	834,500	842,000	1,140,100	448,400	-	294,720
Total Capital Outlay	1,550,947	6,394,040	1,714,530	16,906,650	6,368,020	5,070,410	4,761,570
Loan Repayments	444,635	472,140	472,140	458,060	458,060	458,060	458,060
Short Range Transit Plan	-	250,000	-	-	-	-	-
Regional Contactless Charging	-	-	-	2,238,000	-	-	-
Elks Lane Projects	-	-	403,000	4,500,000	-	-	-
Master Planning & Implementation - Offsite fast charging	-	-	-	2,200,000	-	-	-
TOTAL FUNDING USES	1,995,582	7,116,180	2,589,670	26,302,710	6,826,080	5,528,470	5,219,630

		Total Adopted Budget	Weekday Proposed Budget	Express Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2025-26
Route 9								
	<u>Measure:</u>							
	Annual Hours	12,840	11,520	290	740	500	13,050	13,050
	Annual Miles	345,010	283,710	10,920	21,080	14,020	329,730	329,730
Administration:								
	Total Administration (Net of Contracts)	\$ 328,090	\$ 334,500	\$ 10,340	\$ 22,940	\$ 15,380	\$ 383,160	\$ 395,660
Service Delivery:	<u>Basis:</u>							
	Labor - Operations	\$ 1,100,770						
	Bus Operators		\$ 766,170	\$ 19,290	\$ 49,220	\$ 33,250	\$ 867,930	\$ 876,830
	Training Staff		\$ 58,060	\$ 1,460	\$ 3,730	\$ 2,520	\$ 65,770	\$ 66,450
	Operations Supervisors/Schedulers		\$ 213,000	\$ 5,360	\$ 13,680	\$ 9,240	\$ 241,280	\$ 249,380
	Ops. Mgt. / Oversight		\$ 61,600	\$ 1,550	\$ 3,960	\$ 2,670	\$ 69,780	\$ 70,820
	Labor - Operations Workers Comp	\$ 50,480	\$ 49,510	\$ 1,250	\$ 3,180	\$ 2,150	\$ 56,090	\$ 56,670
	Labor - Maintenance	\$ 263,990	\$ 289,810	\$ 11,150	\$ 21,530	\$ 14,320	\$ 336,810	\$ 336,780
	Labor - Maintenance Workers Comp	\$ 13,820	\$ 14,320	\$ 550	\$ 1,060	\$ 710	\$ 16,640	\$ 16,950
	Fuel	\$ 313,530	\$ 234,390	\$ 9,020	\$ 17,420	\$ 11,580	\$ 272,410	\$ 266,190
	Insurance	\$ 162,440	\$ 151,310	\$ 5,820	\$ 11,240	\$ 7,480	\$ 175,850	\$ 195,690
	Maintenance (parts, supplies, materials)	\$ 195,420	\$ 159,050	\$ 6,120	\$ 11,820	\$ 7,860	\$ 184,850	\$ 201,110
	Maintenance Contract Costs	\$ 31,890	\$ 23,300	\$ 900	\$ 1,730	\$ 1,150	\$ 27,080	\$ 27,140
	Total Operations	\$ 2,132,340	\$ 2,020,520	\$ 62,470	\$ 138,570	\$ 92,930	\$ 2,314,490	\$ 2,364,010
Capital/Studies:								
	Total Capital Outlay	\$ 1,019,670	\$ 136,310	\$ 4,210	\$ 9,350	\$ 6,270	\$ 156,140	\$ 3,540,870
Contingency	hourly	\$ 27,510	\$ 28,260	\$ 870	\$ 1,940	\$ 1,300	\$ 32,370	\$ 31,880
PERS Buyout	operations cost	\$ 38,530	\$ 34,400	\$ 1,060	\$ 2,360	\$ 1,580	\$ 39,400	\$ 38,000
Loan Repayment	operations cost	\$ 102,020	\$ 91,080	\$ 2,820	\$ 6,250	\$ 4,190	\$ 104,340	\$ 97,620
TOTAL FUNDING USES		\$ 3,648,160	\$ 2,645,070	\$ 81,770	\$ 181,410	\$ 121,650	\$ 3,029,900	\$ 6,468,040
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,526,470	\$ 2,417,680	\$ 74,740	\$ 165,810	\$ 111,190	\$ 2,769,420	\$ 2,829,550

		Total Adopted Budget	Weekday Proposed Budget	Express Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2025-26
Route 10								
	<u>Measure:</u>							
	Annual Hours	10,790	10,150	-	710	400	11,260	11,260
	Annual Miles	339,270	285,750	-	20,190	12,180	318,120	318,120
Administration:								
Total Administration (Net of Contracts)		\$ 291,190	\$ 312,930	\$ -	\$ 21,990	\$ 12,800	\$ 347,720	\$ 359,200
Service Delivery:	<u>Basis:</u>							
Labor - Operations	hourly	\$ 925,030						
Bus Operators	hourly		\$ 675,050	\$ -	\$ 47,220	\$ 26,600	\$ 748,870	\$ 756,560
Training Staff	hourly		\$ 51,150	\$ -	\$ 3,580	\$ 2,020	\$ 56,750	\$ 57,340
Operations Supervisors/Schedulers	hourly		\$ 187,670	\$ -	\$ 13,130	\$ 7,400	\$ 208,200	\$ 215,170
Ops. Mgt. / Oversight	hourly		\$ 54,280	\$ -	\$ 3,800	\$ 2,140	\$ 60,220	\$ 61,110
Labor - Operations Workers Comp	hourly	\$ 42,430	\$ 43,620	\$ -	\$ 3,050	\$ 1,720	\$ 48,390	\$ 48,890
Labor - Maintenance	miles	\$ 221,840	\$ 291,890	\$ -	\$ 20,620	\$ 12,440	\$ 324,950	\$ 324,920
Labor - Maintenance Workers Comp	miles	\$ 11,620	\$ 14,420	\$ -	\$ 1,020	\$ 610	\$ 16,050	\$ 16,350
Fuel	miles	\$ 308,310	\$ 236,080	\$ -	\$ 16,680	\$ 10,060	\$ 262,820	\$ 256,820
Insurance	miles	\$ 159,740	\$ 152,400	\$ -	\$ 10,770	\$ 6,500	\$ 169,670	\$ 188,800
Maintenance (parts, supplies, materials)	miles	\$ 192,160	\$ 160,190	\$ -	\$ 11,320	\$ 6,830	\$ 178,340	\$ 194,030
Maintenance Contract Costs	miles	\$ 31,350	\$ 23,470	\$ -	\$ 1,660	\$ 1,000	\$ 26,130	\$ 26,190
Total Operations		\$ 1,892,480	\$ 1,890,220	\$ -	\$ 132,850	\$ 77,320	\$ 2,100,390	\$ 2,146,180
Capital/Studies:								
Total Capital Outlay		\$ 856,870	\$ 127,520	\$ -	\$ 8,960	\$ 5,220	\$ 141,700	\$ 3,214,600
Contingency	hourly	\$ 23,120	\$ 26,440	\$ -	\$ 1,860	\$ 1,080	\$ 29,380	\$ 27,510
PERS Buyout	operations cost	\$ 34,200	\$ 32,180	\$ -	\$ 2,260	\$ 1,320	\$ 35,760	\$ 34,500
Loan Repayment	operations cost	\$ 90,550	\$ 85,200	\$ -	\$ 5,990	\$ 3,490	\$ 94,680	\$ 88,630
TOTAL FUNDING USES		\$ 3,188,410	\$ 2,474,490	\$ -	\$ 173,910	\$ 101,230	\$ 2,749,630	\$ 5,870,620
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,240,990	\$ 2,261,770	\$ -	\$ 158,960	\$ 92,520	\$ 2,513,250	\$ 2,567,390

		Total (12/14/15)	Weekday	Weekday Rte 14	Saturday	Sunday	Total	Projected
		Adopted	Proposed	Proposed	Proposed	Proposed	Proposed	Budget
		Budget	Budget	Budget	Budget	Budget	Budget	Budget
		FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2024-25	FY 2025-26
Route 12, and Route 14 Tripper								
	<u>Measure:</u>							
	Annual Hours	10,890	6,190	130	480	450	7,250	7,250
	Annual Miles	310,690	240,570	165,060	12,330	11,340	429,300	429,300
Administration:								
	Total Administration (Net of Contracts)	\$ 283,940	\$ 224,580	\$ 86,150	\$ 14,190	\$ 13,200	\$ 338,120	\$ 350,210
Service Delivery:								
	<u>Basis:</u>							
	Labor - Operations	\$ 933,600						
	Bus Operators		\$ 411,680	\$ 8,650	\$ 31,920	\$ 29,930	\$ 482,180	\$ 487,130
	Training Staff		\$ 31,190	\$ 660	\$ 2,420	\$ 2,270	\$ 36,540	\$ 36,920
	Operations Supervisors/Schedulers		\$ 114,450	\$ 2,400	\$ 8,870	\$ 8,320	\$ 134,040	\$ 138,540
	Ops. Mgt. / Oversight		\$ 33,100	\$ 700	\$ 2,570	\$ 2,410	\$ 38,780	\$ 39,340
	Labor - Operations Workers Comp	\$ 42,820	\$ 26,600	\$ 560	\$ 2,060	\$ 1,930	\$ 31,150	\$ 31,480
	Labor - Maintenance	\$ 223,910	\$ 245,740	\$ 168,610	\$ 12,590	\$ 11,580	\$ 438,520	\$ 438,480
	Labor - Maintenance Workers Comp	\$ 11,720	\$ 12,140	\$ 8,330	\$ 620	\$ 570	\$ 21,660	\$ 22,070
	Fuel	\$ 282,340	\$ 198,750	\$ 136,370	\$ 10,190	\$ 9,370	\$ 354,680	\$ 346,570
	Insurance	\$ 146,280	\$ 128,300	\$ 88,030	\$ 6,580	\$ 6,050	\$ 228,960	\$ 254,780
	Maintenance (parts, supplies, materials)	\$ 175,980	\$ 134,860	\$ 92,530	\$ 6,910	\$ 6,360	\$ 240,660	\$ 261,840
	Maintenance Contract Costs	\$ 28,710	\$ 19,760	\$ 13,560	\$ 1,010	\$ 930	\$ 35,260	\$ 35,340
	Total Operations	\$ 1,845,360	\$ 1,356,570	\$ 520,400	\$ 85,740	\$ 79,720	\$ 2,042,430	\$ 2,092,490
Capital/Studies:								
	Total Capital Outlay	\$ 864,820	\$ 91,520	\$ 35,110	\$ 5,780	\$ 5,380	\$ 137,790	\$ 3,134,180
	Contingency	\$ 23,340	\$ 18,970	\$ 7,280	\$ 1,200	\$ 1,120	\$ 28,570	\$ 17,710
	PERS Buyout	\$ 33,340	\$ 23,090	\$ 8,860	\$ 1,460	\$ 1,360	\$ 34,770	\$ 33,640
	Loan Repayment	\$ 88,300	\$ 61,150	\$ 23,460	\$ 3,860	\$ 3,590	\$ 92,060	\$ 86,410
TOTAL FUNDING USES		\$ 3,139,100	\$ 1,775,880	\$ 681,260	\$ 112,230	\$ 104,370	\$ 2,673,740	\$ 5,714,640
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,185,980	\$ 1,623,210	\$ 622,690	\$ 102,590	\$ 95,400	\$ 2,443,890	\$ 2,494,050

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		Weekday Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		<u>FY 2024-25</u>	<u>FY 2024-25</u>	<u>FY 2024-25</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Route 15						
	<u>Measure:</u>					
	Annual Hours	2,280	550	390	3,220	3,220
	Annual Miles	72,520	16,990	10,050	99,560	99,560
Administration:						
Total Administration (Net of Contracts)		\$ 74,530	\$ 17,720	\$ 11,550	\$ 103,800	\$ 107,270
Service Delivery:	<u>Basis:</u>					
Labor - Operations	hourly					
Bus Operators	hourly	\$ 151,640	\$ 36,580	\$ 25,940	\$ 214,160	\$ 216,350
Training Staff	hourly	\$ 11,490	\$ 2,770	\$ 1,970	\$ 16,230	\$ 16,400
Operations Supervisors/Schedulers	hourly	\$ 42,160	\$ 10,170	\$ 7,210	\$ 59,540	\$ 61,530
Ops. Mgt. / Oversight	hourly	\$ 12,190	\$ 2,940	\$ 2,090	\$ 17,220	\$ 17,470
Labor - Operations Workers Comp	hourly	\$ 9,800	\$ 2,360	\$ 1,680	\$ 13,840	\$ 13,980
Labor - Maintenance	miles	\$ 74,080	\$ 17,360	\$ 10,270	\$ 101,710	\$ 101,690
Labor - Maintenance Workers Comp	miles	\$ 3,660	\$ 860	\$ 510	\$ 5,030	\$ 5,120
Fuel	miles	\$ 59,910	\$ 14,040	\$ 8,300	\$ 82,250	\$ 80,370
Insurance	miles	\$ 38,680	\$ 9,060	\$ 5,360	\$ 53,100	\$ 59,090
Maintenance (parts, supplies, materials)	miles	\$ 40,650	\$ 9,520	\$ 5,630	\$ 55,800	\$ 60,720
Maintenance Contract Costs	miles	\$ 5,960	\$ 1,400	\$ 830	\$ 8,190	\$ 8,200
Total Operations		\$ 450,220	\$ 107,060	\$ 69,790	\$ 627,070	\$ 640,920
Capital/Studies:						
Total Capital Outlay		\$ 30,370	\$ 7,220	\$ 4,710	\$ 42,300	\$ 959,990
Contingency	hourly	\$ 6,300	\$ 1,500	\$ 980	\$ 8,780	\$ 7,870
PERS Buyout	operations cost	\$ 7,660	\$ 1,820	\$ 1,190	\$ 10,670	\$ 10,300
Loan Repayment	operations cost	\$ 20,290	\$ 4,830	\$ 3,150	\$ 28,270	\$ 26,470
TOTAL FUNDING USES		\$ 589,370	\$ 140,150	\$ 91,370	\$ 820,890	\$ 1,752,820
TOTAL NON-CAPITAL EXPENDITURES		\$ 538,710	\$ 128,100	\$ 83,510	\$ 750,320	\$ 766,360

		Total Adopted Budget	Total Proposed Budget	Projected Budget
		<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
Runabout				
	<u>Measure:</u>			
	Annual Hours	27,410	22,890	25,410
	Annual Miles	464,490	360,550	403,820
Administration:				
	Total Administration (Net of Contracts)	\$ 615,090	\$ 561,230	\$ 644,180
Service Delivery:	<u>Basis:</u>			
Labor - Operations	hourly	\$ 2,349,870		
Bus Operators	hourly		\$ 1,522,360	\$ 1,707,290
Training Staff	hourly		\$ 115,360	\$ 129,390
Operations Supervisors/Schedulers	hourly		\$ 423,220	\$ 485,580
Ops. Mgt. / Oversight	hourly		\$ 122,400	\$ 137,900
Labor - Operations Workers Comp	hourly	\$ 107,770	\$ 98,380	\$ 110,340
Labor - Maintenance	miles	\$ 563,560	\$ 368,300	\$ 412,450
Labor - Maintenance Workers Comp	miles	\$ 29,510	\$ 18,200	\$ 20,760
Fuel	miles	\$ 422,100	\$ 297,870	\$ 326,000
Insurance	miles	\$ 218,690	\$ 192,290	\$ 239,660
Maintenance (parts, supplies, materials)	miles	\$ 263,090	\$ 202,120	\$ 246,300
Maintenance Contract Costs	miles	\$ 42,930	\$ 29,620	\$ 33,240
	Total Operations	\$ 3,997,520	\$ 3,390,120	\$ 3,848,910
Capital/Studies:				
	Total Capital Outlay	\$ 732,760	\$ 946,240	\$ 1,205,980
Contingency	hourly	\$ 58,740	\$ 47,420	\$ 62,070
PERS Buyout	operations cost	\$ 72,240	\$ 57,710	\$ 61,870
Loan Repayment	operations cost	\$ 191,270	\$ 152,810	\$ 158,940
TOTAL FUNDING USES		\$ 5,667,620	\$ 5,155,530	\$ 5,981,950
TOTAL NON-CAPITAL EXPENDITURES		\$ 4,743,590	\$ 4,056,480	\$ 4,617,030

		Total Adopted Budget FY 2023-24	Proposed Route 21 Budget FY 2024-25	Proposed Route 24 Budget FY 2024-25	Proposed Route 27 Budget FY 2024-25	Proposed Route 28 Budget FY 2024-25	Total Proposed Budget FY 2024-25	Projected Budget FY 2025-26
South County Transit								
	<u>Measure:</u>							
	Annual Hours	13,890	3,810	3,850	3,030	3,860	14,550	14,550
	Annual Miles	219,180	74,100	57,090	39,640	53,400	224,230	224,230
Administration:								
	Total Administration (Net of Contracts)	\$ 306,620	\$ 100,580	\$ 92,590	\$ 70,170	\$ 90,880	\$ 354,220	\$ 365,150
Service Delivery:								
	<u>Basis:</u>							
	Labor - Operations	hourly \$ 1,190,800						
	Bus Operators	hourly	\$ 253,390	\$ 256,050	\$ 201,520	\$ 256,720	\$ 967,680	\$ 977,610
	Training Staff	hourly	\$ 19,200	\$ 19,400	\$ 15,270	\$ 19,450	\$ 73,320	\$ 74,090
	Operations Supervisors/Schedulers	hourly	\$ 70,440	\$ 71,180	\$ 56,020	\$ 71,370	\$ 269,010	\$ 278,050
	Ops. Mgt. / Oversight	hourly	\$ 20,370	\$ 20,590	\$ 16,200	\$ 20,640	\$ 77,800	\$ 78,960
	Labor - Operations Workers Comp	hourly \$ 54,620	\$ 16,380	\$ 16,550	\$ 13,020	\$ 16,590	\$ 62,540	\$ 63,180
	Labor - Maintenance	miles \$ 285,590	\$ 75,690	\$ 58,320	\$ 40,490	\$ 54,550	\$ 229,050	\$ 229,020
	Labor - Maintenance Workers Comp	miles \$ 14,950	\$ 3,740	\$ 2,880	\$ 2,000	\$ 2,700	\$ 11,320	\$ 11,530
	Fuel	miles \$ 199,180	\$ 61,220	\$ 47,170	\$ 32,750	\$ 44,120	\$ 185,260	\$ 181,020
	Insurance	miles \$ 103,200	\$ 39,520	\$ 30,450	\$ 21,140	\$ 28,480	\$ 119,590	\$ 133,080
	Maintenance (parts, supplies, materials)	miles \$ 124,150	\$ 41,540	\$ 32,000	\$ 22,220	\$ 29,940	\$ 125,700	\$ 136,760
	Maintenance Contract Costs	miles \$ 20,250	\$ 6,090	\$ 4,690	\$ 3,260	\$ 4,390	\$ 18,430	\$ 18,460
	Total Operations	\$ 1,992,740	\$ 607,580	\$ 559,280	\$ 423,890	\$ 548,950	\$ 2,139,700	\$ 2,181,760
Capital/Studies:								
	Total Capital Outlay	\$ 243,530	\$ 57,520	\$ 52,940	\$ 40,130	\$ 51,960	\$ 202,550	\$ 3,326,990
Contingency		hourly \$ 29,770	\$ 8,500	\$ 7,820	\$ 5,930	\$ 7,680	\$ 29,930	\$ 35,540
Loan Repayment		operations cost \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES		\$ 2,572,660	\$ 774,180	\$ 712,630	\$ 540,120	\$ 699,470	\$ 2,726,400	\$ 5,909,440
TOTAL NON-CAPITAL EXPENDITURES		\$ 2,329,130	\$ 716,660	\$ 659,690	\$ 499,990	\$ 647,510	\$ 2,523,850	\$ 2,582,450

			Adopted Budget	Total Proposed Budget	Projected Budget
			FY 2023-24	FY 2024-25	FY 2025-26
County Services					
Administration:					
		Total Administration (Net of Contracts)	\$ 122,450	\$ 129,560	\$ 136,780
Service Delivery:					
Labor - Operations	hourly		\$ 407,150		
Bus Operators	hourly			\$ 301,170	\$ 313,920
Training Staff	hourly			\$ 22,820	\$ 23,790
Operations Supervisors/Schedulers	hourly			\$ 83,730	\$ 89,290
Ops. Mgt. / Oversight	hourly			\$ 24,220	\$ 25,360
Labor - Operations Workers Comp	hourly		\$ 18,670	\$ 19,460	\$ 20,280
Labor - Maintenance	miles		\$ 97,640	\$ 107,860	\$ 110,370
Labor - Maintenance Workers Comp	miles		\$ 5,110	\$ 5,330	\$ 5,560
Fuel	miles		\$ 37,860	\$ 35,870	\$ 35,870
Insurance	miles		\$ 19,610	\$ 23,150	\$ 26,360
Special Transit (Senior Vans, Incentives, etc)	n/a		\$ 33,740	\$ 33,500	\$ 35,160
Maintenance (parts, supplies, materials)	miles		\$ 23,600	\$ 21,930	\$ 22,510
Maintenance Contract Costs	miles		\$ 3,850	\$ 4,060	\$ 4,260
		Total Operations	\$ 647,230	\$ 683,100	\$ 712,730
Capital/Studies:					
		Total Capital Outlay	\$ 10,870	\$ 21,000	\$ 12,200
Contingency	hourly		\$ 9,240	\$ 9,750	\$ 10,190
Loan Repayment	operations cost		\$ -	\$ -	\$ -
TOTAL FUNDING USES			\$ 789,790	\$ 843,410	\$ 871,900
TOTAL NON-CAPITAL EXPENDITURES			\$ 778,920	\$ 822,410	\$ 859,700

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		Total Adopted Budget	Proposed Route A & B Budget	Proposed Paso DAR Budget	Total Proposed Budget	Projected Budget
		FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	FY 2025-26
North County Services						
	<u>Measure:</u>					
	Annual Hours	7,440	5,730	1,440	7,170	7,170
	Annual Miles	97,480	77,550	12,170	89,720	89,720
Administration:						
	Total Administration (Net of Contracts)	\$ 157,990	\$ 134,030	\$ 29,950	\$ 163,980	\$ 168,930
Service Delivery:						
	<u>Basis:</u>					
	Labor - Operations	hourly	\$ 637,840			
	Bus Operators	hourly		\$ 381,090	\$ 95,770	\$ 476,860
	Training Staff	hourly		\$ 28,880	\$ 7,260	\$ 36,140
	Operations Supervisors/Schedulers	hourly		\$ 105,940	\$ 26,620	\$ 132,560
	Ops. Mgt. / Oversight	hourly		\$ 30,640	\$ 7,700	\$ 38,340
	Labor - Operations Workers Comp	hourly	\$ 29,250	\$ 24,630	\$ 6,190	\$ 30,820
	Labor - Maintenance	miles	\$ 152,970	\$ 79,220	\$ 12,430	\$ 91,650
	Labor - Maintenance Workers Comp	miles	\$ 8,010	\$ 3,910	\$ 610	\$ 4,520
	Fuel	miles	\$ 88,590	\$ 64,070	\$ 10,050	\$ 74,120
	Insurance	miles	\$ 45,890	\$ 41,360	\$ 6,490	\$ 47,850
	Maintenance (parts, supplies, materials)	miles	\$ 55,220	\$ 43,470	\$ 6,820	\$ 50,290
	Maintenance Contract Costs	miles	\$ 9,010	\$ 6,370	\$ 1,000	\$ 7,370
	Total Operations		\$ 1,026,780	\$ 809,580	\$ 180,940	\$ 990,520
	Capital/Studies:					
	Total Capital Outlay	\$ 130,440	\$ 54,610	\$ 12,210	\$ 66,820	\$ 1,511,840
	Contingency	hourly	\$ 15,940	\$ 11,320	\$ 2,530	\$ 13,850
	Loan Repayment	operations cost	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING USES			\$ 1,331,150	\$ 1,009,540	\$ 225,630	\$ 1,235,170
TOTAL NON-CAPITAL EXPENDITURES			\$ 1,200,710	\$ 954,930	\$ 213,420	\$ 1,168,350

RTA Staff Salary Schedule

FY 2024/2025 - Unrepresented Positions

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Administrative Assistant	\$53,571.47	\$56,250.06	\$59,062.57	\$62,015.69	\$64,496.32	\$66,431.22	\$67,759.84
Customer Service Clerk (<i>proposed, see A-9</i>)	\$53,571.47	\$56,250.06	\$59,062.57	\$62,015.69	\$64,496.32	\$66,431.22	\$67,759.84
Accounting Technician I	\$56,250.06	\$59,062.57	\$62,015.69	\$65,116.48	\$67,721.13	\$69,752.77	\$71,147.82
Accounting Technician II	\$61,875.07	\$64,968.83	\$68,217.26	\$71,628.13	\$74,493.25	\$76,728.04	\$78,262.60
Operations Supervisor	\$65,756.59	\$69,044.42	\$72,496.64	\$76,121.48	\$79,166.33	\$81,541.32	\$83,172.15
Scheduling Supervisor	\$65,756.59	\$69,044.42	\$72,496.64	\$76,121.48	\$79,166.33	\$81,541.32	\$83,172.15
Facilities Assistant Manager	\$67,458.87	\$70,831.82	\$74,373.41	\$78,092.07	\$81,215.75	\$83,652.21	\$85,325.28
Transit Training Instructor	\$70,205.95	\$73,716.26	\$77,402.06	\$81,272.17	\$84,523.05	\$87,058.74	\$88,799.91
Transit Training Instructor/Mobility Specialist	\$70,205.95	\$73,716.26	\$77,402.06	\$81,272.17	\$84,523.05	\$87,058.74	\$88,799.91
Lead Supervisor	\$75,380.46	\$79,149.48	\$83,106.95	\$87,262.30	\$90,752.80	\$93,475.38	\$95,344.89
Human Resources Officer	\$77,264.97	\$81,128.22	\$85,184.63	\$89,443.86	\$93,021.62	\$95,812.27	\$97,728.51
Maintenance Assistant Manager	\$82,776.86	\$86,915.69	\$91,261.48	\$95,824.55	\$99,657.54	\$102,647.25	\$104,700.20
Manager, Marketing and Community Relations	\$89,443.86	\$93,916.04	\$98,611.85	\$103,542.44	\$107,684.15	\$110,914.66	\$113,132.95
Manager, Grants	\$89,443.86	\$93,916.04	\$98,611.85	\$103,542.44	\$107,684.15	\$110,914.66	\$113,132.95
Manager, Safety and Training	\$89,443.86	\$93,916.04	\$98,611.85	\$103,542.44	\$107,684.15	\$110,914.66	\$113,132.95
Manager, Maintenance and Facilities	\$106,067.87	\$111,371.27	\$116,939.83	\$122,786.83	\$127,698.30	\$131,529.25	\$134,159.84
Manager, Operations	\$122,786.83	\$128,926.17	\$135,372.47	\$142,141.09	\$147,826.74	\$152,261.53	\$155,306.76
Deputy Director/CFO	\$141,576.53	\$148,655.35	\$156,088.11	\$163,892.54	\$170,448.23	\$175,561.68	\$179,072.91
Executive Director	\$156,169.55						\$189,815.04

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

MAY 1, 2024

STAFF REPORT

AGENDA ITEM: C-3

TOPIC: Public Participation Plan for Possible Changes on Route 10

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATIONS:

- 1. Authorize the Executive Director to Conduct Town Hall and Other Public Workshops to Solicit Input on Route 10 Funding Reductions and Possible Service Cuts; and**
- 2. Schedule a Public Hearing on September 4, 2024 to Consider Public Input on Any Proposed Changes to RTA Route 10.**

BACKGROUND/DISCUSSION:

At its April 16, 2024 meeting, the Santa Maria City Council approved its staff's recommendation to no longer provide partial funding for RTA public transit services that cross the county line. This is a departure from a long-standing cooperation between the City and the RTA: since at least 1994, the City has passed-through formula Federal Transit Administration (FTA) funds to the RTA for this purpose. Staff is herein seeking the RTA Board's authorization to undertake a robust public outreach process to determine what, if any, RTA services could be changed to help cover the funding shortfall and to present those findings to the public as part of the RTA Board's consideration of service changes.

The RTA currently operates hourly Route 10 service between the cities of San Luis Obispo and Santa Maria on weekdays from 6:14 AM to 8:43 PM. Five roundtrips are provided on Saturdays, and three on Sundays. Based on our GPS-enabled Automatic Passenger Counting system, roughly 20% of Route 10 passenger activity (boardings plus alightings) occurs in Santa Maria. Roughly 2% of all Runabout boardings or alightings provided in our service area occur in Santa Maria.¹

Prior to the Pandemic, the RTA also operated up to four weekday Route 10 Express roundtrips during commute periods. These Express trips were operated for at least the last 15 years and in effect overlaid the Baseline hourly service. However, as transit demand nationwide declined over time, the RTA operated fewer and fewer Express trips. The remaining three northbound and two southbound Express that we operated in

¹ The RTA Runabout service area includes all of SLO County, as well as that portion of Santa Maria adjacent to Route 10 services.

FY19-20 were suspended when the Pandemic emergency was declared in March 2020. Beginning in August 2021, the RTA re-implemented one Route 10 Express roundtrip to try to lure back commuters – but the overall Route 10 ridership did not increase enough to justify continued operation and that roundtrip was suspended in August 2022.

In terms of process in Santa Maria, FTA Section 5307 formula funds are apportioned annually to the Santa Maria Urbanized Area, and those funds are governed by the Santa Barbara County Association of Governments. SBCAG relies on the City to conduct a triennial call-for-projects and for the City Council to approve award of 5307 funds before those awards are incorporated into the SBCAG Transportation Improvement Plan. No local City funds were expended on RTA Route 10 services; the RTA provided the local match on these FTA funds, which are awarded directly to the RTA as part of our grants making and management responsibilities with the FTA. The current 5307 funding allocation of \$255,090 ends on June 30, 2024.

On February 15, 2024, the RTA submitted a 5307 grant proposal to partially fund current Route 10 services (no Express trips) for \$270,440 in FY24-25, with 3% annual increases for FY25-26 and FY26-27. It should be noted that the FY24-25 operating cost of Route 10 as identified in Agenda Item C-2 is \$2.1M – so our funding proposal only accounted for 13.2% of Route 10's operating cost, yet 20% of passenger activity occurs in Santa Maria. It should also be noted these 5307 funds do not pay for the cost to operate ADA-required Runabout services along Route 10 into Santa Maria, or provide any capital contributions. The City noted that, because the City's operating cost per hour is lower than the RTA's, the City believes the RTA has been inefficiently using FTA funds apportioned to the Santa Maria UZA. Instead of recommending continued 5307 pass-through funds to the RTA for Baseline services, City officials propose that Santa Maria Regional Transit initiate its own commuter express trips between Santa Maria and the City of San Luis Obispo and possibly the Cal Poly campus. On April 9, 2024 Santa Maria officials submitted a proposed agreement to SLO City staff seeking their permission (required under TDA law) to operate new services into the SLO Transit's service area.

Due to the decrease in Route 10 funds, a reduction in Route 10 operating hours and/or span of service could be considered, which would constitute a "major service change" under the RTA's *Policy and Procedures for Public Comment Regarding Fare or Service Changes*. At a minimum, the policy requires publishing advertisements in general distribution print media five days prior to the first planned town hall meeting, notices on buses in both English and Spanish, and notices be sent to specified groups that could be adversely impacted. Our policy also requires a Public Hearing by the RTA Board.

The RTA has already discussed this loss of funding with our Short-Range Transit Plan consultant team, and we are working cooperatively to develop possible service change scenarios. Those scenarios will be included in *Working Paper #4 Operations Alternatives*, which is due in mid-May. Staff proposes that, in addition to seeking public input at the already scheduled June 5th joint RTAC/MTC public meeting, the RTA schedule town hall meetings at the Nipomo Community Services District offices and at

the Grover Beach Community Center in the summer of 2024 to specifically discuss any Route 10 service change recommendations. Staff also proposes to solicit input from riders during “pop-up” events at our passenger facilities located at the Government Center and Pismo Outlets, and possibly the Santa Maria Transit Center.

The service alternatives developed as part of Working Paper #4 will also be helpful to guide discussions during a Public Hearing that would be conducted as part of the RTA Board’s regularly scheduled meeting on September 6, 2024. Input from the Nipomo and Grover Beach town hall meetings and the June 5th RTAC/MTC meeting regarding potential Route 10 service changes would be presented during the Public Hearing, as well as any input received during the pop-up events. We will also invite affected groups to provide input and to attend the Public Hearing. Affected groups include Social Services, school district representatives, senior centers and Chambers of Commerce.

Staff Recommendations

1. Authorize the Executive Director to conduct town hall and other public workshops to solicit input on Route 10 funding reductions and possible service cuts; and
2. Schedule a Public Hearing on September 4, 2024 to consider public input on any proposed changes to RTA Route 10.

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