



MEETING NOTICE & AGENDA

DATE: Thursday, January 18, 2018

TIME: 4:00 P.M.

PLACE: Yuba County Board of Supervisors Chambers
Yuba County Government Center
915 8th Street
Marysville, California

I. Call to Order & Roll Call

Cardoza, Cleveland, Fletcher, Leahy, Pedigo, Sullenger, Whiteaker and Whitmore (Vice-Chair)

II. Board Business

A. Nomination and Election of Board Officers for 2018.

1. Chair
2. Vice-Chair

B. Statements of Economic Interest for 2018. (Attachment)

C. Annual Board Report. (Attachment)

III. Public Business from the Floor

Members of the public may address the Authority on items of interest that are within the Authority's jurisdiction and are not on the agenda for this meeting. Public comment regarding agenda items will be permitted as each agenda item is considered by the Board.

IV. Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Meeting of December 21, 2017. (Attachment)
- B. Disbursement List for December 2017. (Attachment)
- C. Monthly Performance Report for December 2017. (Attachment)

V. Reports

A. Backup Emergency Generator Request for Proposals (RFP). (Attachment)

RECOMMENDATION: Authorize the release of RFP #03-18 for the design, purchase and installation of a backup emergency generator system as proposed.

B. FY 2016-2017 Financial Audit Report. (Attachment)

RECOMMENDATION: Accept the FY 2016-2017 financial audit report as presented.

C. Revised Transdev Services, Inc. Drug & Alcohol Policy. (Attachment)

RECOMMENDATION: Adopt Resolution No. 1-18 adopting the Transdev Services, Inc. Drug and Alcohol Policy for the Yuba-Sutter Division effective January 1, 2018.

D. Revised Capitalization Policy for Useful Life. (Attachment)

RECOMMENDATION: Amend the Yuba-Sutter Transit Capitalization Policy as proposed.

E. Revised Procurement Policy for Micro-Purchases. (Attachment)

RECOMMENDATION: Amend the Yuba-Sutter Transit Procurement Policies and Procedures Manual as proposed.

F. Project & Program Updates.

1. Connect Card Implementation
2. Bus Exterior Advertising Program Changes
3. Route 1 Corridor Enhancement Plan Alternatives Workshop – February 15th Meeting
4. FY 2019 Budget Preview – February 15th Meeting

RECOMMENDATION: Information only.

VI. Correspondence/Information

VII. Other Business

VIII. Adjournment

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, FEBRUARY 15, 2018
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

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If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or (TTY) 634-6889 at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM II – B
STAFF REPORT

STATEMENTS OF ECONOMIC INTEREST FOR 2018

Members of the Yuba-Sutter Transit Board of Directors and alternates are required to file annual Statements of Economic Interest with the Fair Political Practices Commission. For continuing members, these annual statements are due April 2, 2018. An Assuming Office Statement must be filed by new members and alternates to the Board within 30 days. For those leaving office, a Leaving Office Statement must be filed within 30 days.

These requirements may be met by filing an extended statement, which is a copy of the FPPC Form 700 that will be prepared for your individual jurisdiction. It must, however, include your position as a Yuba-Sutter Transit Board Director or alternate and have an original signature and date on the verification on Page 1. The information reported must cover all reportable interests in the service area, which includes Yuba and Sutter Counties. Form 700 is available on-line and a copy of the Yuba-Sutter Transit Conflict of Interest Statement Code is available upon request.

If you have any questions regarding the filing of your Statement of Economic Interest, please contact the administrative office at 634-6880.

RECOMMENDATION: Information only.

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**AGENDA ITEM II – C
STAFF REPORT**

**YUBA-SUTTER TRANSIT AUTHORITY
ANNUAL REPORT
JANUARY 2018**

Organizational History

Yuba-Sutter Transit, known as the Hub Area Transit Authority (HATA) until January 1993, was formed in 1975 by Sutter and Yuba Counties and the Cities of Marysville and Yuba City as a joint powers agency (JPA) for the provision of public transit services. Since its inception, Yuba-Sutter Transit has carried out this charge by contracting with private transportation companies for the operation of all services.

From 1975 to 1979, service was provided exclusively to seniors and persons with disabilities through a contract with a local taxicab company for the operation of the "Our Car" taxi subsidy program. As a condition of a legal settlement with California Rural Legal Assistance (CRLA), this service was replaced and expanded in 1979 with the purchase of thirteen mini-buses to implement a general public demand response service known as Dial-A-Ride. The system expanded again in 1982 to add a network of local fixed routes. Since 1979, a national transportation provider (currently Transdev Services, Inc.) has operated Yuba-Sutter Transit's core services.

In January 1988, following an independent operational analysis prompted by poor system performance, the service was significantly reduced through the elimination of the local fixed route system, Sunday service and most rural area services in lieu of a general public zonal dial-a-ride system for the urban area. At the same time, Sutter County withdrew from the Authority to establish a taxi subsidy program for service to the unincorporated urban areas of the county. This service was discontinued when Sutter County rejoined the Authority in January 1991.

In response to the 1988 operational and organizational changes, CRLA filed another lawsuit against the Authority, the member jurisdictions and the Sacramento Area Council of Governments (SACOG). The resulting settlement agreement in 1990 led to the 1992 completion of a fixed route feasibility study and a comprehensive marketing plan. As a result of these studies, fixed route service was reinstated and the agency name was changed to the Yuba-Sutter Transit Authority effective January 1993.

Services Provided

Yuba-Sutter Transit now has a fleet of 51 buses ranging in seated capacity from 16 to 57 passengers. In FY 2017, this fleet operated a combined 91,365 vehicle service hours and provided 1,063,215 one way passenger trips over our six local fixed routes; local demand response (Dial-A-Ride) service; intercity express commuter and midday Sacramento service; and, three rural routes serving Live Oak, Wheatland and the Yuba County foothills.

In FY 2018, approximately 56 percent of the operation will be provided as urban fixed route service. The local fixed route system provides service every 30 to 60 minutes on six routes with 14 buses in all day service Monday through Friday (12 on Saturdays) in Yuba City, Marysville, Linda and Olivehurst. Local fixed route service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. No local fixed route service is operated on Sundays or major holidays.

After more than 20 years of steady and often spectacular growth in response to numerous service expansions and enhancements, local fixed route ridership peaked in FY 2015 at 1,066,580 passenger trips before dropping by 9 percent in FY 2016 and by another 11 percent to 858,384 passenger trips in FY 2017. While these decreases were generally consistent with recognized regional and national ridership trends, a September 2015 fare policy change was certainly a major contributing factor. This change, which eliminated the practice of allowing transfers to be exchanged for another transfer as long as it was on another route, eliminated the incentive to ride multiple out of direction buses to effectively complete a round trip on just a single fare. A more recent factor was the Oroville Dam spillway crisis and evacuation in February 2017 that resulted in the loss of several days of service and severely disrupted the community for some time thereafter. In addition, the generally positive local economy and continued low gas prices along with chronic system on-time performance and fleet reliability challenges are believed to be factors as well.

The local Dial-A-Ride service accounts for approximately 27 percent of the operation. This service is provided only within the urban area during regular weekday and Saturday fixed route service hours and weekday evenings from 6:00 p.m. to 9:30 p.m. Except for the weekday evening service which is open to the general public without restriction, Dial-A-Ride service is available only to seniors age 65 and over and persons with disabilities. Dial-A-Ride is also Yuba-Sutter Transit's complimentary paratransit service as required under the Americans with Disabilities Act (ADA). Dial-A-Ride carried 68,023 passenger trips in FY 2017 (down 3 percent from FY 2016), but ridership has been fairly stable on this service in recent years at around 70,000 annual passenger trips since FY 2014.

Fifteen percent of the operation is provided as service between Marysville/Yuba City and downtown Sacramento primarily in peak hour weekday commuter service. Beginning in 1990 with two 15-passenger buses, the Sacramento commuter service now provides nine morning and ten afternoon peak hour schedules with another three midday schedules. This service is provided with a fleet of 13 specially equipped 41 and 57 passenger buses. The midday schedules are used by many daily or occasional commuters, but they are also popular with those traveling to and from Sacramento for medical, school and other non-work purposes. The combined Sacramento services provided a high of 158,213 passenger trips in FY 2014, but ridership has since fallen to 130,627 trips in FY 2017 – a three year reduction of 17 percent. This reduction is believed to be due to a combination of factors that include the move of many State offices out of downtown Sacramento, the changing demographics of State employees, lack of local population growth, prolonged relatively low fuel prices and service reliability challenges of an aging commuter bus fleet.

Limited route deviation services to the Yuba County foothills and the Cities of Live Oak and Wheatland account for the remaining operation. The Foothill Route provides two round trips every Tuesday, Wednesday and Thursday between selected foothill communities from Brownsville to Marysville. The Live Oak Route provides two round trips each weekday into Yuba City and Marysville. The Wheatland Route

offers one round trip each weekday to Marysville. The Live Oak and Wheatland Routes operate under a fully allocated cost reimbursement agreement with those cities since they are not members of the Authority.

Administration and Finance

Yuba-Sutter Transit is governed by a Board of Directors that is composed of two elected representatives from each of the four member jurisdictions. The Authority operates with a five person staff consisting of a Transit Manager, two Program Managers (Finance & Administration and Planning & Marketing), a Program Analyst and an Administrative Assistant. Since 1988, Yuba-Sutter Transit's staff has also served as contract administrative staff to the Regional Waste Management Authority concurrent with their transit duties. Approximately 10 percent of the available staff time is now budgeted for waste management responsibilities. Through this shared staffing relationship, both agencies realize reduced administrative overhead expenses.

Yuba-Sutter Transit's operating expenses for FY 2018 are budgeted at \$7,181,300. The budgeted funding mix is about 32 percent Federal (Federal Transit Administration); 45 percent State and local (Transportation Development Act); 18 percent passenger fares; and, 5 percent miscellaneous income from special State grants, advertising, interest and contract service payments. The capital budget, which varies substantially from year to year, is \$6.8 million for FY 2018 with most of this earmarked for two major vehicle replacement projects. Capital funding is derived from a mix of Federal, State and local sources depending on the project.

Major Projects

Facilities: Yuba-Sutter Transit relocated in May 1996 to its combined maintenance, operating and administration facility (formerly the Seven-Up Bottling Company plant) at 2100 B Street in Marysville. The facility was remodeled and expanded again in 2011 to serve the site's ultimate maximum crush capacity of approximately 70 buses.

The only Caltrans owned park and ride lot in Yuba and Sutter Counties opened on the northeast corner of Bogue Road and Highway 99 south of Yuba City in August 1997 largely with Federal funds obtained by Yuba-Sutter Transit. The capacity of this facility was nearly doubled in 2012 again with Federal and local funds obtained exclusively by Yuba-Sutter Transit. The lot now offers on-site parking for 164 vehicles with available land to nearly double this capacity when needed.

Yuba County opened the McGowan Park & Ride Lot on Powerline Road at McGowan Parkway in December 2008 and the Plumas Lake Park & Ride Lot on Feather River Boulevard east of Highway 70 in October 2009. Both lots were sited and constructed by Yuba County in coordination with Yuba-Sutter Transit. Project funding was derived primarily from development impact fees collected by Yuba County from projects in both the North Arboga Study Area and the Plumas Lake Specific Plan. Yuba County maintains both facilities with ongoing Community Service District revenue.

Yuba-Sutter Transit currently serves 260 designated bus stops within the local fixed route service area with another 21 stops located along the rural routes and in Sacramento. A total of 83 bus stop benches and 50 bus stop shelters have been placed at key points and high boarding locations throughout the system. Of

these, 66 of the bus stop benches and 28 of the bus stop shelters are owned and maintained by Stott Outdoor Advertising while most of the remaining shelters and benches are owned by Yuba-Sutter Transit. Stott owns and maintains the ad shelters and ad benches at no cost to Yuba-Sutter Transit in exchange for the exclusive right to sell and place advertising on them while paying a small commission on the sale of each ad. In addition, 50 route information panels are on bus stop poles throughout the system and bike lockers are available for rent at three of the five local commuter bus stops.

Vehicles: The current fleet of 51 revenue vehicles includes 22 local fixed route buses, 16 demand response (Dial-A-Ride) buses and 13 specially equipped intercity commuter buses. Since 2014, all of the local fixed route buses are modern low floor buses with seating capacities of 27 – 32 passengers. All of the demand response buses are on a cutaway van chassis with a seating capacity of 16 passengers. While primarily used for Dial-A-Ride service, these versatile little buses are also used on rural routes; to augment the local fixed route fleet; and, to provide supplemental capacity for the Sacramento Commuter service as necessary. The commuter buses includes six 57 passenger, tour-style buses and seven older model 41 passenger buses that will be replaced in 2018 with buses matching the larger existing buses.

Services: Starting with the 1993 reintroduction of local fixed route service, the system grew and expanded over time in response to passenger demand and the recommendations from the 1994, 1998, 2003, 2008 and 2015 Yuba-Sutter Short Range Transit Plans that serve to guide the operation and development of public transportation for Yuba and Sutter Counties. After two decades of sometimes major service changes and enhancements, the current transit plan that was adopted in May 2015 was more modest in scope. The major service recommendations from this plan for consideration through 2020 included extended weekday and Saturday service hours; 20 minute service frequencies on Routes 1 and 3; and, annual increases in the number of Dial-A-Ride service hours provided. Capital recommendations included several fleet replacement and minor fleet expansion projects; enhanced and expanded passenger facilities and transit centers; and, several technology projects. While the plan does not include a specific recommendation regarding any fare increases over the five year period, it does suggest that increases may be necessary depending on a variety of factors. Most of the proposed service enhancements have been deferred indefinitely in response to declining ridership since FY 2015.

Technology: Yuba-Sutter Transit is intentionally slow to adopt industry technology trends for reasons related to the relative cost, risk and need for each. As cost/benefit ratios and quality improves over time, Yuba-Sutter Transit has gradually moved toward more sophisticated technology. In the last five years, these include the retrofit or installation of all buses with on-board video surveillance systems; the replacement of an obsolete mobile radio system with a digital system that includes automatic vehicle location (AVL) capability; the installation of video surveillance systems in three park and ride lots; and, the recent introduction of the regional Connect Card electronic fare payment system. Technology projects that are now in the works include a real-time passenger information system, Wi-Fi service on commuter buses and computer aided dispatching software.

Current and Future Issues

Despite the recent downturn in systemwide ridership, the future of public transit in Yuba and Sutter Counties remains bright. While most transit operators cut service, raised fares or both (some several times) over the last decade, Yuba-Sutter Transit has avoided such scenarios due to strong overall ridership growth

and a historically conservative fiscal and operational approach. While Yuba-Sutter Transit still operates limited or no evening, weekend or holiday service and half of the six local fixed routes operate on hourly frequencies, both passenger fares and hourly operating costs remain among the lowest of any system in California.

The current multi-year Federal transportation funding measure, State greenhouse gas reduction funding programs and the passage of State Senate Bill (SB) 1 have combined to establish a strong capital and operating funding foundation for the future. Even the State sales tax related Local Transportation Fund (LTF), which took a severe hit during the prolonged economic downturn, is beginning to approach pre-recession levels. Key future financial factors include the 2018 end of the 10 year Proposition 1B bond program; annual grant renewals for the FRAQMD funded fare subsidy program; a gradually declining systemwide farebox ratio and potential November 2018 referendums that could result in the repeal of SB 1.

While the incredible quarter century trend in ridership growth finally stalled in FY 2016, Yuba-Sutter Transit's ability to efficiently and effectively meet the anticipated demand for service in the future will continue to be in doubt as all of the planned or approved large scale developments in Yuba and Sutter Counties are in areas where public transportation is largely non-existent. The potential demand for services of every kind from these projects will severely stretch what in most cases is still just a minimal level of service and available operating revenue sources may not grow at the same pace. To compound the problem, except for the fees collected by Yuba County for the development and operation of two park and ride lots, routine impact fees have otherwise not been required from new developments for the capital and operating revenue necessary to serve those developments.

Plumas Lake and Sutter Pointe are two examples of this challenge because of their size; location outside of the existing service area; primarily low density, single-family residential design; and, a primary market of out-of-area commuters. In addition to these large developments, thousands of new homes along with many hundreds of thousands of square feet of new commercial projects have been constructed, approved or are under consideration in other jurisdictions as well. Even individual projects such as Yuba College's Sutter County Center that opened in 2012 at the north edge of Yuba City present significant operational and financial challenges because of the placement of an obvious transit trip generator far from any existing service.

As a result, a population boom would be problematic for Yuba-Sutter Transit as little funding has been identified in the multi-year capital and operating plans for service expansion. To further complicate the issue, many new residents, attracted by the lower cost of living and proximity to other employment centers in the Mid-Valley, will commute to work in Placer, Sacramento and Yolo Counties and beyond. Even without population growth, the demand for specialized services for seniors and persons with disabilities is expected to grow significantly according to all population projections. Also, specialized services that are now provided through the Alta California Regional Center for the developmentally disabled are limited and subject to annual funding cuts and Yuba-Sutter Transit's own Dial-A-Ride service already operates at or near capacity levels during peak periods.

Regardless of the demand for new and expanded services resulting from future population growth and demographic changes, one of the most significant and immediate issues facing Yuba-Sutter Transit is a recent proposal from the California Air Resources Board (CARB) to phase in a mandate for the purchase of

zero-emission buses (ZEBs) by all public transportation agencies between 2020 and 2029. The proposed Innovative Clean Transit regulation, which is now scheduled for action consideration this summer, would require that 25 percent of all buses purchased by public transit agencies with a fleet of 100 or more buses be zero-emission buses (powered by either battery electric or hydrogen fuel cell systems) beginning in 2020. The requirement for smaller agencies like Yuba-Sutter Transit with 30 or more buses would begin in 2023 when 50 percent of all buses purchased would have to be zero-emission. All transit agencies, regardless of fleet size, would be covered by this regulation beginning in 2026 when 75 percent of all buses purchased would have to be ZEBs followed by a 100 percent requirement in 2029. While this regulation would result in a significant increase in the cost of new buses, the greater impact for Yuba-Sutter Transit is likely to result from the need to either retrofit the existing operating facility to add charging/fueling capacity or replace the facility if the provision of such capacity proves impractical for technical or financial reasons.

Summary

Yuba-Sutter Transit has certainly undergone an amazing metamorphosis over the last 25 years to become a vital component of the local service network, but the need for continuous adjustments dictates that the agency remains focused on fine-tuning, improving and maintaining the existing system while carefully considering future growth opportunities in response to demonstrated service demand. While Yuba-Sutter Transit operates what is certainly among the widest range of services at one of the lowest local cost of any urban transit system in California; the mix, level and relative priority for these services must continually be evaluated in light of local funding and policy priorities as well as passenger demand.

Additional Informational Resources

Yuba-Sutter Transit System Fact Sheet (January 2018)
Summary of Key Events (January 2018)
Ride Guide and Individual Service Brochures (Effective September 1, 2017)
FY 2018 Operating and Capital Budgets
2015 Yuba-Sutter Short Range Transit Plan (SRTP)
FY 2018 – FY 2022 Transportation Improvement Plan Program of Projects
FY 2035 Capital Improvement Plan (Amended July 2017)
Website: www.yubasuttertransit.com

Contact

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YUBA-SUTTER TRANSIT -- SYSTEM FACT SHEET

	AUDITED FY 07/08	AUDITED FY 08/09	AUDITED FY 09/10	AUDITED FY 10/11	AUDITED FY 11/12	AUDITED FY 12/13	AUDITED FY 13/14	AUDITED FY 14/15	AUDITED FY 15/16	AUDITED FY 16/17 (Note 1)	PROJECTED & BUDGETED FY 17/18
REVENUE FLEET											
Dial-A-Ride / Rural Buses (14 - 16 Seats)	16	15	15	15	15	15	16	16	16	16	16
Local Fixed Route Buses (27 - 32 Seats)	11	18	18	18	18	17	22	22	22	22	22
Intercity Commuter Buses (41 - 57 Seats)	11	11	14	13	13	13	13	13	13	13	13
Total	38	44	47	46	46	45	51	51	51	51	51
SERVICE HOURS											
Fixed Route	44,042	46,819	49,791	50,049	50,383	50,542	50,623	51,526	52,472	51,126	51,900
Dial-A-Ride	22,194	22,072	21,590	22,878	23,414	24,054	24,674	24,812	24,771	24,476	25,300
Sacramento (Commuter & Midday)	12,064	13,566	13,661	13,558	13,729	13,731	13,536	13,373	13,530	13,449	13,600
Rural (Foothill, Live Oak & Wheatland)	1,370	1,653	1,716	1,744	1,752	1,810	1,811	1,837	2,374	2,314	2,300
Total	79,669	84,110	86,758	88,229	89,278	90,136	90,644	91,549	93,147	91,365	93,100
PASSENGER TRIPS											
Fixed Route	741,989	823,165	846,564	907,798	975,805	986,356	1,045,508	1,066,580	971,606	858,384	840,000
Dial-A-Ride	63,685	59,895	60,240	63,804	63,979	65,537	69,672	70,088	70,047	68,023	67,600
Sacramento (Commuter & Midday)	134,187	161,916	149,987	156,513	159,949	157,797	158,213	154,896	144,327	130,627	127,800
Rural (Foothill, Live Oak & Wheatland)	2,750	3,716	4,073	5,214	4,797	6,144	6,218	5,058	6,285	6,181	6,100
Total	942,611	1,048,692	1,060,864	1,133,329	1,204,530	1,215,834	1,279,611	1,296,622	1,192,265	1,063,215	1,041,500
PASSENGER TRIPS / SERVICE HOUR											
Fixed Route	16.8	17.6	17.0	18.1	19.4	19.5	20.7	20.7	18.5	16.8	16.2
Dial-A-Ride	2.9	2.7	2.8	2.8	2.7	2.7	2.8	2.8	2.8	2.8	2.7
Sacramento (Commuter & Midday)	11.1	11.9	11.0	11.5	11.7	11.5	11.7	11.6	10.7	9.7	9.4
Rural (Foothill, Live Oak & Wheatland)	2.0	2.2	2.4	3.0	2.7	3.4	3.4	2.8	2.6	2.7	2.7
Total	11.8	12.5	12.2	12.8	13.5	13.5	14.1	14.2	12.8	11.6	11.2
OPERATING EXPENSES											
	\$4,418,824	\$4,744,369	\$5,326,033	\$5,684,862	\$5,836,452	\$5,976,479	\$6,283,876	\$6,350,674	\$6,407,831	\$6,719,268	\$7,181,300
OPERATING REVENUES											
Federal	\$1,206,656	\$1,698,965	\$1,990,790	\$2,110,512	\$2,162,536	\$2,235,000	\$2,407,718	\$2,386,000	\$2,328,256	\$2,267,330	\$2,300,000
State & Local (TDA)	1,968,157	1,743,029	2,064,776	2,172,283	2,247,926	2,296,830	2,394,870	2,478,966	2,613,445	2,886,172	3,255,000
Miscellaneous	184,138	140,867	100,311	85,200	51,028	49,103	42,432	39,029	131,322	287,118	330,300
Fares	1,059,873	1,161,508	1,170,156	\$1,316,867	1,374,962	1,395,546	1,438,856	1,446,679	1,334,808	1,278,648	1,296,000
Total	\$4,418,824	\$4,744,369	\$5,326,033	\$5,684,862	\$5,836,452	\$5,976,479	\$6,283,876	\$6,350,674	\$6,407,831	\$6,719,268	\$7,181,300
AVERAGE FARE / PASSENGER											
	\$1.12	\$1.11	\$1.10	\$1.16	\$1.14	\$1.15	\$1.12	\$1.12	\$1.12	\$1.20	\$1.24
FARE RECOVERY RATIO*											
	25.0%	26.1%	22.9%	24.2%	23.6%	23.4%	22.9%	22.6%	20.8%	19.0%	18.0%
OPERATING COST / PASSENGER											
	\$4.69	\$4.52	\$5.02	\$5.02	\$4.85	\$4.92	\$4.91	\$4.90	\$5.37	\$6.32	\$6.90
OPERATING COST / SERVICE HOUR											
	\$55.46	\$56.41	\$61.39	\$64.43	\$65.37	\$66.31	\$69.32	\$69.37	\$68.79	\$73.54	\$77.14

* Calculated pursuant to California Transportation Development Act standards.

Note 1 -- Includes the Oroville Dam spillway related evacuation period of February 13- 17, 2017 (missed two weekdays, operated Saturday service on a third weekday and school closures all week)

REVISED JANUARY 4, 2018 WITH AUDITED FIGURES FOR FY 2017 & YEAR-END PROJECTED OPERATIONAL FIGURES FOR FY 2018

**YUBA-SUTTER TRANSIT
SUMMARY OF KEY SYSTEM EVENTS
REVISED JANUARY 4, 2018**

July 1, 1975	Effective date of the initial Hub Area Transit Authority joint powers agreement (JPA) and creation of the "Our Car" subsidized taxi service for seniors and the disabled
August 1979	Replacement of "Our Car" with a general public Dial-A-Ride service
September 1982	First urban fixed routes introduced
January 1988	Replacement of fixed route service with a general public "Zonal" Dial-A-Ride system which, when combined with other cuts, resulted in a 37 percent service reduction from FY 1986-87 to FY 1988-89 / Sutter County withdraws from the JPA
July 1990	Sacramento Commuter service begins on Highway 70 with two 15-passenger buses
January 1991	Sutter County rejoins the JPA
January 1993	Hub Area Transit Authority renamed Yuba-Sutter Transit with the reintroduction of urban fixed route service and the restructuring of the Dial-A-Ride service
Aug./Sept. 1994	Expansion of the Sacramento Commuter service into the Highway 99 corridor and the start of a subsidized vanpool program which ended December 2000
November 1994	Weekday evening subsidized taxi service begins (ended June 1999)
March 1995	New Marysville route; and, local fixed route and commuter buses equipped with bike racks (on all buses by June 1997)
May/June 1996	Occupation of the remodeled former Seven-Up plant in Marysville as the operations, maintenance and administration facility / First summer youth bus pass program.
August 1997	Opening of the Bogue Road Park & Ride Lot south of Yuba City (expanded in March 2012 to nearly double the size)
April 1998	Initiation of Downtown Trolley demonstration service (ended December 1998)
July/August 1998	Bi-directional service on Route 4, Saturday fixed route service and an expanded Dial-A-Ride boundary / Monthly passes & discount ticket book programs initiated
Aug./Sep. 1999	Initiation of weekday evening general public Dial-A-Ride service and a weekday commuter service to the Lincoln Airport Industrial Park which ended January 2004
April 2001	Initiation of Route 5 in south Yuba City and ½ hour service frequencies on Routes 1 and 3
April 2002	Expand the Sacramento service to six daily roundtrips
September 2003	Introduction of monthly fixed route pass for youth with deep discounts in other pass rates; Saturday Route 4B service; North Beale Transit Center; and, bus stop information panels
July 2004	Dial-A-Ride fare increase, Saturday service hours are extended and a noon Sacramento schedule is added
September 2005	Initiation of the FRAQMD funded Discount Monthly Youth Pass Program (combined in 2015 with similar discount pass programs for seniors and persons with disabilities).

August 2006	Delivery of six commuter buses (replacing three buses) allows the Sacramento service to be expanded to seven daily roundtrips
October 2006	Route 6 (Linda Shuttle) is added to allow Route 1 to be extended to the Yuba City Marketplace and River Valley High School (the school segment was delayed until October 2007) and ½ hour service frequencies are added to Routes 1 & 3 on Saturdays
September 2007	Sacramento Commuter service expanded to nine weekday roundtrips
December 2008	Opening of the McGowan Parkway Park & Ride Lot in Olivehurst and a corresponding restructuring of all Sacramento schedules Delivery of 12 low-floor local fixed route buses to replace 8 buses to greatly enhance accessibility, speed passenger boarding and allow for the expansion of Route 2
January 2008	Expansion of the Wheatland Route to two days a week with other route, schedule, stop and policy changes to eliminate advance reservation requirement
January 2009	Expansion of Route 2 to half-hour service each weekday; expansion of the Live Oak Route from one to two roundtrips each Monday, Wednesday and Friday; and, Foothill route, schedule, stop and policy changes to eliminate advance reservation requirement
October 2009	Opening of the Plumas Lake Park & Ride Lot
January 2010	Installation of video surveillance system on all local fixed route buses and delivery of ten replacement Dial-A-Ride buses
April 2010	Delivery of three expansion tour-bus style, 57 seat, 45' commuter buses
January 2012	Completion of the remodel and expansion of the existing operations, maintenance and administration facility for the ultimate capacity of approximately 70 buses
September 2012	Delivery of three replacement tour-bus style 57 seat, 45' commuter buses.
April 2013	Initiation of the FRAQMD funded Discount Monthly Senior Pass Program (combined in 2015 with similar discount pass programs)
January 2014	Initiation of a FRAQMD funded one year demonstration Discount Monthly Disabled Pass Program (combined in 2015 with similar discount pass programs) Delivery of 11 heavy duty low floor replacement & expansion fixed route buses for an all low floor fixed route fleet
February 2014	Delivery of six Dial-A-Ride replacement & expansion buses
July 2015	Expansion of the Live Oak Route from three to five days a week with service to Yuba College's Sutter County Center
September 2015	Local fixed route changes to move Route 1 from the Mall and realign Route 4A with Route 4B and other related and miscellaneous changes
October 2015	Convert supplemental to 7 th PM 99 schedule & other minor Sacramento changes
June 2017	Introduction of the regional Connect Card and related fare policy changes
Summer 2018	Full Connect Card conversion (drop paper passes & transfers) / Delivery of seven replacement tour-bus style, 57 seat, 45' commuter buses

AGENDA ITEM IV – A

**YUBA-SUTTER TRANSIT AUTHORITY
MEETING MINUTES
DECEMBER 21, 2017**

I. Call to Order & Roll Call

Director Whitmore as the Vice-Chair called the meeting to order at 4:00 p.m.

Present: Cardoza, Cleveland, Fletcher, Leahy, Sullenger, Whiteaker, and Whitmore (Vice-Chair)

Absent: Pedigo

II. Public Business from the Floor

None

III. Consent Calendar

Director Whiteaker made a motion to approve the consent calendar. Director Cardoza seconded the motion and it carried unanimously.

IV. Reports

A. Revised Transportation Development Act (TDA) Claim for FY 2018.

Martin stated that the State Transportation Development Act (TDA) includes both the Local Transportation Fund (LTF) and State Transportation Assistance (STA) revenue. At the June 15th meeting, the Board authorized the submittal of a claim for the LTF portion of these funds for FY 2017-18. The STA claim was deferred at that time in anticipation of a new State apportionment of STA funding following the passage of Senate Bill (SB) 1. That apportionment was recently released and staff is now requesting authorization to submit a revised TDA claim to include \$1,099,420 in STA funds for FY 2018.

Director Cleveland made a motion to adopt Resolution No. 12-17 authorizing the submittal of a revised TDA claim for FY 2018 as proposed. Director Fletcher seconded the motion and it carried unanimously.

B. Feather River Air Quality Management District (FRAQMD) AB 2766 Grant Amendment.

Martin stated that the FRAQMD Board of Directors has authorized an extension of the 2017 Discount Monthly Pass Program through February 2018. This is part of a two year process to shift the start of the annual Discount Monthly Pass Program to April each year to better match the lead time required to implement fare changes in the electronic Connect Card system. Staff is now requesting authorization to execute the attached grant amendment as submitted.

Director Whiteaker made a motion to authorize execution of Amendment #1 to Grant Agreement #VF16-03 as submitted. Director Cardoza seconded the motion and it carried unanimously.

C. **Bus Stop Enhancement Project.**

Martin summarized that staff has been working with Yuba County Department of Public Works and the Olivehurst Public Utility District (OPUD) for some time to improve a number of bus stops using several special grants that have been received. Staff is now requesting authorization to release a Request For Quotes (RFQ) for concrete work to prepare for future bus stop furnishings at three locations where concrete work will be necessary.

Director Whiteaker made a motion to authorize the solicitation and selection of a qualified contractor for the completion of specified concrete work as proposed. Director Fletcher seconded the motion and it carried unanimously.

D. **Request for Proposals (RFP) for On-Going Computer Support Services.**

Martin stated that Yuba-Sutter Transit has long been receiving IT support services through an informal hourly agreement with local IT professional Brian Hansen in cooperation with the City of Yuba City where he is employed in a similar role. This relationship has worked well for all parties over the years, but increased responsibilities for Brian at the city combined with increased IT needs at Yuba-Sutter Transit have resulted in a mutual agreement that a new approach is needed in the future. As a result, staff is now requesting authorization to release the attached draft RFP for on-going computer support services as proposed. Director Cardoza asked if staff had reached out to Computer Works and Martin responded that we would be sending the RFP to them as well as any other companies or individuals who indicated any expertise in this area.

Director Fletcher made a motion to authorize the release of RFP #02-18 for computer support services as proposed. Director Whiteaker seconded the motion and it carried unanimously.

E. **San Joaquin Joint Powers Authority (SJPA) and San Joaquin Regional Rail Commission (SJRRC) Grant Application Letter of Support.**

Martin stated that these agencies have asked Yuba-Sutter Transit for a letter of support for a grant application under the Transit and Intercity Rail Capital Program (TIRCP). The proposed project would result in the extension of both the Amtrak San Joaquin and the Altamont Corridor Express passenger rail services to Sacramento improving rail connections between the Sacramento region and both the San Joaquin Valley and the Bay Area. Noting that this project would better position Marysville for the restoration of passenger rail service in the future, staff is now requesting authorization to provide a letter similar to the attached sample draft letter.

Director Whiteaker made a motion to authorize execution of a letter of support as proposed. Director Fletcher seconded the motion and it carried unanimously.

F. Project & Program Updates.

1. Route 1 Corridor Enhancement Plan Workshop #2 (Tentatively Set for January 18, 2018)

Martin stated that this workshop is now being set for Thursday, February 15th from 3:00 – 4:00 p.m. with a special presentation during the Board meeting to follow at 4:00 p.m.

2. Connect Card Implementation

Martin noted that about 40 percent of all November monthly passes were loaded on a Connect Card. This figure jumped to about 60 percent for Sacramento passes, but was only 15 percent for youth passes. Martin added that 23 percent of all boardings are with a Connect Card which is up from 18 percent in October. Martin continued that we are no longer selling paper passes in the sales outlets though they can still be purchased at the Yuba-Sutter Transit office.

3. Christmas & New Year’s Holiday Office Schedule

Martin stated that there would be no service and the office will be closed on both Christmas Day and New Year’s Day.

4. Proposed Zero Emission Bus Purchase Requirements

Martin announced that the California Air Resources Board (CARB) had on December 15th released an Innovative Clean Transit Regulation Discussion Document as part of a long planned initiative to fully convert heavy-duty transit fleets to zero emissions buses by 2040. As proposed, this requirement would be gradually phased in over time with each purchase of heavy-duty buses beginning with fleets of over 100 buses in 2020 when 25 percent of all purchases would have to be zero emission buses. The requirement for Yuba-Sutter Transit, with a fleet of between 30 and 100 buses, would begin in 2023 when at least 50 percent of all purchases would have to be zero-emission buses. Regardless of fleet size, this zero emission bus purchase mandate would move to 75 percent in 2026 and 100 percent in 2029 regardless of fleet size. This issue is now expected to move quickly as ARB staff has indicated that they will be seeking adoption of this new rule in June 2018.

Though they have dropped in price over the years and are likely to keep doing so, a battery electric bus now costs about \$150,000 to \$200,000 more than a regular diesel bus, Martin stated that the most significant factor for Yuba-Sutter Transit is likely to be the impact of equipping the existing facility to charge zero emissions buses. Given the practical space and power limitations at the current site, it may not be possible to provide the necessary charging capacity regardless of cost which would make it necessary to move to a new site within the next five to ten years if this mandate is adopted. Staff will be monitoring this issue closely and will provide regular updates in the future.

V. Correspondence/Information

None

VI. Other Business

None.

VIII. Adjournment

The meeting was adjourned at 4:25 p.m.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, JANUARY 18, 2017
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

**AGENDA ITEM IV-B
YUBA-SUTTER TRANSIT
DISBURSEMENT LIST
MONTH OF DECEMBER 2017**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 7,745.35	PERS HEALTH	HEALTH INSURANCE
EFT	\$ 1,596.38	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT	\$ 253.24	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 38.04	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION
EFT	\$ 647.59	PG&E	ELECTRIC
EFT	\$ 2,829.41	PG&E	ELECTRIC #2
EFT	\$ 261.01	PG&E	GAS
EFT	\$ 201.52	ATT - SECURITY LINE	SECURITY LINE - DECEMBER
EFT	\$ 75.00	AT&T - UVERSE	INTERNET DECEMBER
EFT	\$ 800.82	TPX COMMUNICATIONS	TELEPHONE DECEMBER
EFT	\$ 112.70	UTILITY MANAGEMENT SERVICES	SEWER
EFT	\$ 300.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 14.99	CARDMEMBER SERVICES	RABOBANK CREDIT CARD
EFT	\$ 128.43	ELAVON	MERCHANT SERVICE FEE - DECEMBER
EFT	\$ 146.15	PRIMEPAY	PAYROLL FEE
EFT	\$ 45,830.36	PAYROLL	PAYROLL
15802	\$ 670.00	CAL ACT	ANNUAL MEMBERSHIP FEE
15803	\$ 3,000.00	CALIFORNIA TRANSIT ASSOCIATION	ANNUAL MEMBERSHIP FEE
15804	\$ 2,949.09	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES
15805	\$ 17,462.73	FLYERS ENERGY	BUS FUEL
15806	\$ 154.83	HANCOCK PETROLEUM ENGINEERING	REPAIR COMPRESSOR/MATERIALS
15807	\$ 325.00	LETTER PUBLICATIONS	ANNUAL SUBSCRIPTION / EARLY RENEWAL
15808	\$ 1,465.12	MACK'S AUTO BODY & PAINT	BODY & PAINT SERVICE
15809	\$ 1,031.67	MR. SECURITY CAMERA, INC.	REPAIR CAMERA AT MCGOWAN P&R
15810	\$ 80.44	PREMIER PRINT & MAIL	BUSINESS CARDS
15811	\$ 1,100.00	R.C. JANITORIAL SERVICE	JANITORIAL SERVICE
15812	\$ 375.51	SIGNWORX	DECALS FOR BUSES
15813	\$ 446.97	STANLEY SECURITY SOLUTIONS, INC.	SECURITY SERVICES
15814	\$ 114.39	STAPLES CREDIT PLAN	OFFICE SUPPLIES
15815	\$ 91.21	SUTTER COUNTY LIBRARY	NOVEMBER COMMISSIONS
15816	\$ 75.22	TEHAMA TIRE SERVICE INC	TIRES/TUBES
15817	\$ 486,749.54	TRANSDEV SERVICES, INC.	CONTRACT SERVICES - OCTOBER
15818	\$ 32.55	YUBA-SUTTER CHAMBER OF COMMERCE	2018 LABOR LAW POSTER
15819	\$ 32.40	YUBA COUNTY LIBRARY	OCTOBER COMMISSIONS
15820	\$ 35.92	AT&T	FIRE LINE
15821	\$ 350.00	ACTION FENCE	BUS POST REMOVAL & INSTALLATION
15822	\$ 728.31	ADAM HANSEN	2nd Qtr Reimbursements & Triennial Review Workshop
15823	\$ 4,782.41	AECOM TECHNICAL SERVICES, INC.	CORRIDOR ENHANCEMENT PROJECT
15824	\$ 800.00	CALIFORNIA HIGHWAY PATROL	2017 GPPV INSPECTIONS
15825	\$ 450.00	DIGITAL DEPLOYMENT	WEB SERVICES - DECEMBER
15826	\$ 64.35	FEDERAL EXPRESS	MAILING SERVICES
15827	\$ 79.50	HANCOCK PETROLEUM ENGINEERING	RE-CONNECTED BREAKAWAY TO HOSE
15828	\$ 17,007.46	HUNT & SONS, INC.	BUS FUEL
15829	\$ 1,059.77	QU. EST	MAINTENANCE OF BUS STOPS/SHELTERS
15830	\$ 392.82	QUILL CORPORATION	JANITORIAL SUPPLIES
15831	\$ 45.00	SHELBY'S PEST CONTROL	PEST CONTROL
15832	\$ 724.93	SIMONE REED	TRIENNIAL REVIEW WORKSHOP
15833	\$ 7,483.50	SUTTER BUTTES COMMUNICATION, INC.	SERVICE AGREEMENT & REPEATER FEE
15834	\$ 77.45	TEHAMA TIRE SERVICE INC	TIRES/TUBES
15835	\$ 305.31	TRANSDEV SERVICES, INC.	SPECIAL - CASCADE FIRE SHUTTLE
15836	\$ 384.29	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE
15837	\$ 62.42	VERIZON	CONNECT CARD WIRELESS
15838	\$ 22.02	YUBA COUNTY LIBRARY	NOVEMBER COMMISSIONS
	\$ 611,993.12		

**LAIF
TRANSFERS**

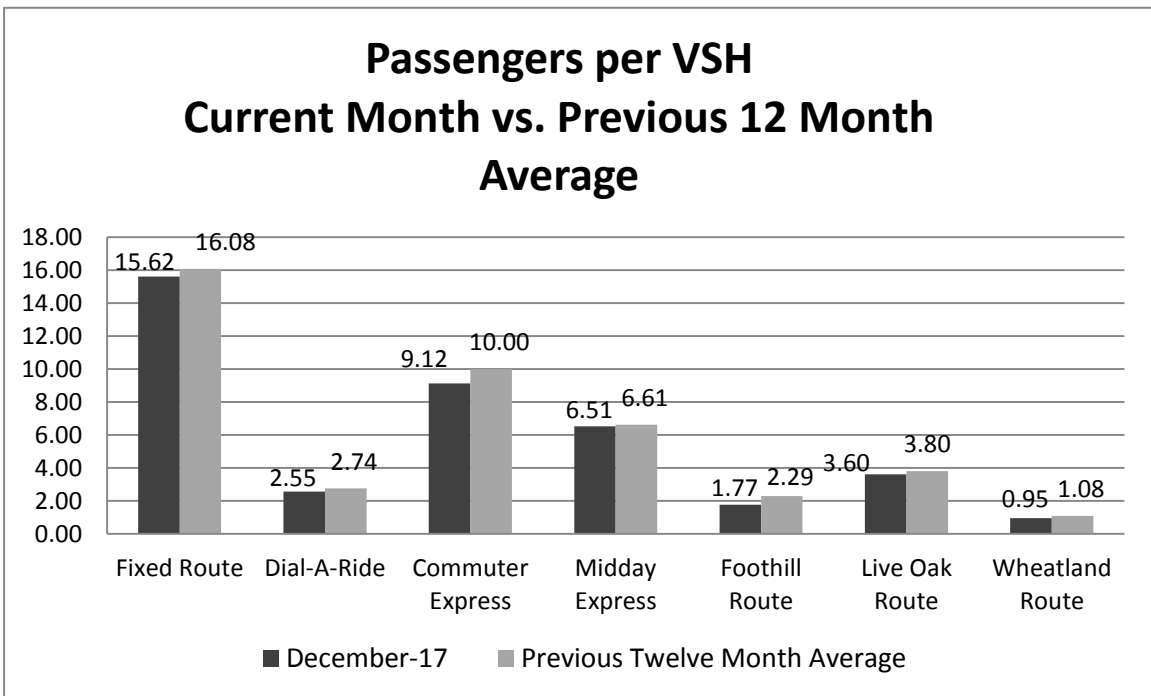
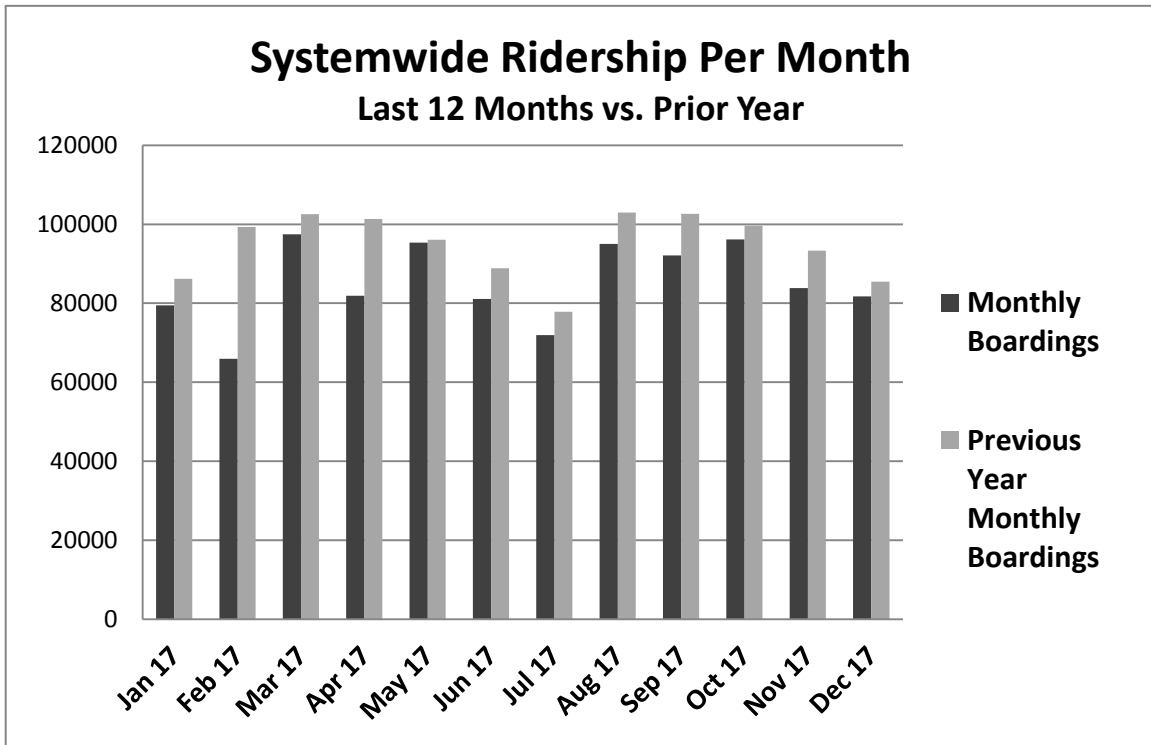
12/5/2017 \$ 400,000.00 TRANSFER TO CHECKING

AGENDA ITEM IV - C

DECEMBER 2017 PERFORMANCE REPORT

Ridership:	December-17	Previous Twelve Month Average	Fiscal YTD	Previous Fiscal YTD
Fixed Route	66,497	68,528	420,048	458,990
Dial-A-Ride	5,104	5,659	33,798	34,200
Commuter Express	8,670	9,778	57,674	59,149
Midday Express	1,002	1,018	6,227	6,397
Foothill Route	142	185	1,040	869
Live Oak Route	256	272	1,725	2,020
Wheatland Route	32	41	266	338
Total Ridership:	81,703	85,482	520,778	561,963
Vehicle Service Hours:				
Fixed Route	4,257.59	4,261.42	25,955.87	26,018.22
Dial-A-Ride	1,999.76	2,062.98	12,672.49	12,357.08
Commuter Express	950.63	978.07	5,873.12	5,857.67
Midday Express	153.90	153.92	949.32	921.15
Foothill Route	80.43	81.02	476.25	494.30
Live Oak Route	71.09	71.68	443.69	447.28
Wheatland Route	33.53	38.23	235.67	240.38
Total VSH's:	7,546.93	7,647.32	46,606.41	46,336.08
Passengers Per Hour:				
Fixed Route	15.62	16.08	16.18	17.64
Dial-A-Ride	2.55	2.74	2.67	2.77
Commuter Express	9.12	10.00	9.82	10.10
Midday Express	6.51	6.61	6.56	6.94
Foothill Route	1.77	2.29	2.18	1.76
Live Oak Route	3.60	3.80	3.89	4.52
Wheatland Route	0.95	1.08	1.13	1.41
Total Passengers Per VSH:	10.83	11.18	11.17	12.13

DECEMBER 2017 PERFORMANCE REPORT



AGENDA ITEM V – A
STAFF REPORT

BACKUP EMERGENCY GENERATOR REQUEST FOR PROPOSALS (RFP)

Attached for Board review and consideration is a draft Request for Proposals (RFP) for a Backup Emergency Generator to maintain operations during power outages at Yuba-Sutter Transit's Marysville facility. The selected contractor will be responsible for the full implementation of a backup power system including design, permitting, purchase, installation, testing, training and warranty of the equipment.

At the February 16, 2017 meeting, the Board approved the submittal of an application for Proposition 1B Transit System Safety, Security & Disaster Response Funding from the California Transit Assistance Fund (CTAF) for this purpose. This emergency generator would be engineered to supply automatic fail-over power sufficient to maintain transit operations in the event of an electrical power outage. The independent ability to maintain full or nearly full operations including both fleet and public communications during a failure of the local power grid will significantly enhance Yuba-Sutter Transit's capability to support the community especially during emergency events or natural disasters that require the evacuation of local residents. The value of this project has become increasingly evident in recent years as our facility has experienced several extended power outages that have compromised our operating ability despite existing battery back-up systems.

Yuba-Sutter Transit has been awarded \$107,428 in CTAF funds for this project which is now anticipated to cost \$85,000 for the design, purchase and installation of the emergency backup generator system. Excess funds at the end of the project will be reallocated to other approved CTAF projects.

Staff is now requesting authorization to solicit proposals from qualified contractors and will be prepared at the meeting to discuss this issue in detail.

RECOMMENDATION: Authorize the release of RFP #03-18 for the design, purchase and installation of a backup emergency generator system as proposed.

YUBA-SUTTER TRANSIT AUTHORITY



RFP # 03-18

BACKUP EMERGENCY GENERATOR

PROPOSAL DUE DATE – MARCH 1, 2017 at 4:00PM

From:
YUBA-SUTTER TRANSIT AUTHORITY
2100 B ST
Marysville, CA 95901
(530) 634-6880

NOTICE OF REQUEST FOR PROPOSALS
YUBA-SUTTER TRANSIT
BACKUP EMERGENCY GENERATOR

Notice of Request for Proposals

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking proposals from qualified contractors for the installation of a diesel backup emergency generator at 2100 B St. Marysville, CA 95948. The selected firm will be responsible for the full implementation, of the system including design, permitting, installation, wiring, testing, training and warranty.

Sealed proposals shall be received by Yuba-Sutter Transit at 2100 B Street, Marysville, CA at or before 4:00 p.m. PST, Thursday, March 1, 2018 for the Backup Emergency Generator Project as described in this Request for Proposals (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall be returned to the proposer unopened.

Yuba-Sutter Transit reserves the right, in its sole and exclusive discretion, to postpone, to accept or to reject any and all proposals, in whole or in part. The anticipated project cost is \$75,000.

All proposals shall be subject to all applicable State and Federal laws. Selected contractors and subcontractors will be required to pay appropriate prevailing wages as set by the State of California Department of Industrial Relations. The award of this solicitation is subject to the terms and conditions of the Proposition 1B funds received for this project through the California Governor's Office of Emergency Services California in the 2016-17 grant cycle of the Transit Security Grant Program.

Proposal documents shall be clearly marked "**Backup Emergency Generator**" and shall be mailed or delivered to:

Yuba-Sutter Transit Authority
ATTN: Keith Martin, Transit Manager
2100 B Street
Marysville, CA 95901

Questions should be directed to Adam Hansen, Planning Program Manager at (530) 634-6880 FAX (530) 634-6888 or email at adam@yubasuttertransit.com. Responses may be shared with other prospective Respondents.

A non-mandatory pre-Proposal meeting to explain the project and answer any questions will be held on Tuesday, February 6, 2018 at 10:00 AM. Prospective Respondents should meet in the Administration Office located at 2100 B St, Marysville, CA 95948.

Proposal documents and addendum shall be downloaded by Respondents at <https://www.yubasuttertransit.com/contract-opportunities>. It is a Respondent's responsibility to verify they have obtained all information before submitting a proposal.

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SECTION I INSTRUCTIONS TO RESPONDENTS

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified contractors for the design and installation of a diesel powered backup emergency generator, conforming to the specifications stated in this proposal.

Yuba-Sutter Transit Authority must remain open and functional at all times to ensure the safe and efficient transportation of patrons. In recent years there have been a number of short-term (4 hours or less) power outages that have inhibited our ability to remain open and accessible to the public. Secondly, Yuba-Sutter Transit must remain operational during emergency events and or natural disasters such as floods, fires, etc., that potentially require evacuation of residents. During such events power outages are common and consequently backup power may be required continuously for a number of days.

Due to the configuration of electrical power supply, subpanels and circuits, Yuba-Sutter Transit has elected to specify a configuration/size of generator that can support all power needs excluding one 460V circuit that only powers a diesel particulate filter cleaner. The generator shall start automatically in the case of power failure. This will enable us to operate normally regardless of the power source. Any deviations from this objective or alternative plans need to be explained in the proposal. A fully functional backup power unit that meets this objective is required upon completion of this project.

B. PRE-PROPOSAL MEETING

A voluntary pre-proposal meeting to provide additional information, inspect the facility, and answer any questions will be held on Tuesday, February 6th, 2018 at 10:00 AM. Prospective Respondents should meet in the Yuba-Sutter Transit Lobby located at 2100 B St, Marysville, CA 95901.

At the pre-proposal meeting, Proposers will be given a tour of the facility, shown potential locations for installation of the generator, be able to inspect current electrical system, and ask questions. Since design of the system is part of the project, the facility will remain open to proposers for as long after the meeting as needed for pictures, measurements and questions. If needed, additional site visits can also be arranged through the Program Manager.

The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing which will be posted on the Yuba-Sutter Transit website following the meeting. Answers that change or substantially clarify the bid will be affirmed in an addendum to the RFP.

C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP can be submitted via email, phone or in writing. All questions shall be submitted on or before Friday, February 16, 2018 by 5:00 P.M. and should be addressed to Adam Hansen, Program Manager by phone at (530) 634-6880 or at adam@yubasuttertransit.com.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this RFP, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted to the Program Manager.

D. OFFICIAL DOCUMENTS

Any changes to the Proposal documents made by the Contractor shall be explained in the "Specification and Explanation Worksheet" (Appendix B) section of Proposal form.

E. PREPARATION OF PROPOSALS

Proposals should be prepared providing a straight-forward, concise description of the Respondent's ability to meet the requirements of this RFP. Proposals shall be written in ink or typewritten.

Proposals must be submitted on "Proposal Forms" provided marked clearly. Any deviation from the specification must be fully described, in detail, on the Explanation Worksheet section of the Proposal form. If forms are not fully completed it may disqualify the Proposal.

Each person signing the Proposal certifies that he/she is the person in the Contractor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

F. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the Yuba-Sutter Transit Authority on or before March 1, at 4:00 p.m. Proposals submitted late or by electronic mail or facsimile **will not** be considered or accepted. Each Respondent must submit one (1) original proposal and two (2) additional copies. Proposals submitted must be clearly marked: **Yuba-Sutter Transit Backup Emergency Generator Project.**

Proposals must be addressed and delivered to:

Yuba-Sutter Transit Authority
ATTN: Keith Martin, Transit Manager
2100 B St.
Marysville, CA 95901

Hand delivered Proposals will be date/time stamped/signed by the Yuba-Sutter Transit employee receiving it. Normal business hours are 8:00 a.m. to noon and 1:00 p.m. to 5:00 p.m. Monday through Friday, excluding holidays. Yuba-Sutter Transit will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the due date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents if Yuba-Sutter Transit determines that circumstances warrant it.

Final submissions shall include:

1. Cover Letter
2. Appendix A: Respondent Information Form
3. Appendix B: References
4. Appendix C: Fee Proposal Form
5. Project Narrative addressing all requested items in Section II C and Section II E, including a list of Subcontractors to be used to deliver the project.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. A selection committee comprised of members from Transit Administration, Transit Operations and/or member jurisdictions will complete the evaluation.

H. INTERVIEW

Yuba-Sutter Transit has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews.

I. TYPE OF CONTRACT

A sample of the standard Services Agreement is included as Appendix E. Those who wish to submit a proposal to Yuba-Sutter Transit are required to carefully review the Standard Services Agreement.

Yuba-Sutter Transit reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Authority's sole judgment, the best interests of the Authority will be so served.

J. COST LIABILITY

The Authority assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a Standard Services Agreement. The liability of the Authority is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

K. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Authority will be notified of any changes in this status.

L. INSURANCE REQUIREMENTS

Specified in the sample Standard Servers Agreement (Appendix E) with this proposal are the insurance requirements, which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started.

M. FAILURE TO FULFILL GUARANTEE

In the event of the failure of any merchandise within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all merchandise furnished under these "detailed specifications."

N. INSPECTION

Any materials, workmanship, or equipment, which may be discovered to be defective within the warranty period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance. If any change made necessary by improper material, improper installation or material or faulty designs, the change shall be made and the cost shall be borne by the manufacturer.

O. RESERVATION OF RIGHTS

The Authority reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the Authority. The Authority reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP. The Authority reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II DETAILED SPECIFICATIONS AND SCOPE OF WORK

Respondent understands that the scope of work includes designing, purchasing, providing, installing all components needed to install a new automatic backup emergency generator at the Yuba-Sutter Transit Operations & Maintenance facility. This includes all electrical and mechanic work needed to properly install the generator according to all state and local codes along with training and warranty agreement.

This project is a design-build project which places the responsibility on the selected Contractor to provide a turnkey solution. The below specifications are suggested based on our research and consultation with electrical professionals. However, a fully functional unit upon completion of work shall be provided. If through research the proposer determines that the specifications can be modified and still meet or exceed the required objective, the proposer is free to do so if fully described and justified in the submittal.

A. SPECIFICATIONS

1. Core Requirements:

- Generator rated at 150kw 120/240V 3 phase, 4 wire
- Diesel fueled unit
- Outdoor enclosure
- (2) 600 Amp service rated transfer switches (automatic)-One for each service.

2. Generator specifications

- A generator similar or equivalent to the Kohler 150REOZJF (<http://www.kohlerpower.com.sg/industrial/detail.htm?sectionNumber=13261&categoryNumber=11961&prodnum=46796702>).
- A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance.
- The engine shall be a diesel powered, radiator and fan cooled engine.
- Generator must run properly at site conditions of an altitude 300 ft. ambient with temperatures up to 105 degrees F
- Engine must be 1800 RPM or similar
- Alternator temperature rise must be ≤ 130 degrees Celsius on standby.
- Alternator must be 12-lead re-configurable/tap
- Alternator stator must be 2/3 pitch and must be class F or better
- Generator must be UL2200
- Generator mounted breaker
- Contain a Control System
- Contain a 7-day/24-hr exerciser clock
- Battery charger 10A minimum (located in the ATS or generator housing)

3. Transfer Switch:

- SERVICE ENTRANCE RATED (Automatic)
- 600 Amp switches- one switch for each building service.
- 3/4 Pole solid neutral
- 120/240V

B. CONTRACTOR NARRATIVE / DRAWING

Provide an overview/compliance statement of design and layout for the proposed system. The overview must include:

- A statement confirming the generator system (model number), generator system specification sheet, list of accessories and control system specifications;
- A statement of methods and materials that will be used to provide diesel fuel to the new generator system;
- A statement of methods and materials that will be needed to install and connect the 600 amp automatic transfer switches to the new generator that is compliant to all applicable codes;
- A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project;
- A statement of method to assure proper exhaust ventilation.
- A statement with the breakdown of the project installation timeline;
- A statement confirming that all nonconforming circuit breakers or electrical equipment within the building will be replaced with code compliant materials.
- A proposed layout drawing showing the proposed installation location, footprint of the generator and any surrounding equipment if necessary.
- A statement describing the site preparation work to be done to provide a pad for the generator, if necessary.
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system;

C. COSTS

Proposal must include a clearly understandable schedule of charges. All charges will be included in the cost breakdown of proposals. No additional costs will be charged to Yuba-Sutter Transit. If any error or omission of equipment or service is made by the contractor, the contractor will incur any additional costs.

D. SUBCONTRACTORS

All subcontractors shall be clearly identified in the proposal. All subcontractors permitted to do any portion of the work will be bound by the terms, conditions and specifications of the selected Respondent's contract with the authority. The

Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Yuba-Sutter Transit Authority.

It is the responsibility and duty of the Respondent to see that all conditions are met by the subcontractor(s). All directions given to the subcontractor in the field by the authority shall bind the Contractor the same way as if they were given to the Respondent directly.

E. DELIVERY REQUIREMENTS

The successful contractor shall provide, deliver, install and have the new generator running properly within 60 calendar days from the notification of Proposal award.

F. ELECTRICAL CONTRACTOR LICENSE

Submitting contractor must possess an electrical contractor's license.

G. REFERENCES

Contractor will provide a brief narrative of your company's relative work experience and services you provide. The contractor will provide a list of three (3) references where this type of work has been performed in the last five (5) years. Please include a description of the work completed, municipality/business name, contact person, phone number and email for all references.

H. PERMIT / CODES

Contractor shall secure all required City of Marysville and/or Pacific Gas & Electric permits and inspections. Installation shall comply with applicable state and local codes and meet the approval of the Electrical and Mechanical Inspectors.

I. TECHNICAL BULLETIN NOTIFICATION

The manufacturer shall notify Yuba-Sutter Transit of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

J. LABELING REQUIREMENTS

All proper labeling will be adhered to all equipment according to codes and laws.

K. INSTALLATION

All equipment shall be installed by the contractor in accordance with the final submittals and contract documents. Equipment shall be installed in accordance with the manufacturer's instructions as well as instructions included in the listing or labeling of UL listed products. Contractor will provide ALL labor and materials to complete the

installation of the generator.

Contractor will make all connections to the building's panel boxes, required interfaces with the electric company and provide any/all enhancements or updates to the electrical lines.

All wiring is to be copper THHN, THWN, XHHW insulation. Generator controller communications and remote annunciator communications cables to be as specified by the manufacturer.

L. ACCEPTANCE

Contractor will provide field acceptance testing which will include a full load test (2 hours) of typical use with an electrical inspector on site. Contractor will provide reports to owner and engineer after conclusion of test/start-up.

M. AS-BUILT PLANS

Upon project completion, contractor shall provide a paper and electronic copies of as-built drawings. Drawings shall include wiring diagram and connections to existing system.

N. SERVICE WARRANTY AND AVAILABILITY

Contractor will provide a full three (3) year parts and labor warranty (all associated equipment) including a guarantee that in the event of a generator failure a repair technician will be on site to diagnose the generator within one (24) hour of trouble report. This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

O. AUTO EXERCISE

The generator will conduct a minimum of a monthly auto exercise.

P. TRAINING / MANUALS

Contractor will instruct Yuba-Sutter Transit Staff on all operations and safety features. At least three (2) on-site hours of training will be provided to staff. Contractor will provide staff with two (2) copies of all manuals and instructions. Contractor will provide all warranty information in electronic and hard copy.

SECTION III EVALUATION CRITERIA

The Selection Committee will evaluate each proposal by the described criteria and point system listed below (A through D, based on 100 points) to select a short list of contractors for further consideration. Yuba-Sutter Transit reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

If needed, the committee will then schedule interviews with the selected contractors. The selected contractor will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately fifteen (15) minutes of questions and answers.

The contractor interviewed will then be re-evaluated by the described criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the Yuba-Sutter Transit Board of Directors.

Yuba-Sutter Transit reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. Yuba-Sutter Transit also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

Yuba-Sutter Transit will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

Respondents should organize Proposals into the following Sections:

- A. Cover Letter with Professional Qualifications/References/Appendix A (15 points)
- B. Project Narrative addressing Section II B and D (35 points)
- C. Appendix B: Proposal Compliance with Section II Specifications (25 points)
- D. Fee Proposal (25 points)

Modifications to specifications will not cause points to be deducted as long as a suitable alternative is provided that meets our needs. Additional points may be awarded for exceeding specifications or providing an alternative that enhances the project.

APPENDIX B- COMPLIANCE WITH SPECIFICATIONS

Does your proposal comply with all specifications in Section II A-Q? Yes _____ No _____

DETAILED SPECIFICATIONS – EXCEPTIONS EXPLANATION

Explanation or Alternate of a “No” Answer to specification(s).

Empty rectangular box for providing detailed specifications, exceptions, and explanations.

Add additional pages as needed.

APPENDIX C- REFERENCES

CONTRACTOR TO COMPLETE ALL BLANKS IN THIS DOCUMENT LIST AT LEAST THREE REFERENCES WITH WHOM YOU HAVE HAD SIMILAR CONTRACTS DURING THE PAST THREE YEARS. THESE REFERENCES MUST BE INCLUDED WITH YOUR PROPOSAL.

1. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

2. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

3. Company or Agency_____

Contact Name_____

Telephone Number_____

E-mail_____

Contractor's Signature_____Date_____

Company_____

This form must be completed and returned with your Proposal.

APPENDIX D - FEE PROPOSAL FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that an emergency backup generator will be furnished and installed for the prices set forth in this Proposal. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the Proposal submission from the undersigned (detailed specifications). Time of delivery and installation of the emergency backup generator shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by Yuba-Sutter Transit.

The undersigned contractor further agrees and understands that Yuba-Sutter Transit Authority reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, to make the award in any manner the Authority believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

<u>Quantity - Item</u>	<u>Unit / Service Price</u>
System Design Cost	\$ _____
Site Preparation- Concrete pad	\$ _____
Diesel Generator	\$ _____ (Delivery Included)
Transfer Switches	\$ _____
Generator Installation and Wiring	\$ _____
3 Year Warranty Agreement	\$ _____
TOTAL COST OF PROPOSAL	\$ _____

Delivery time after receipt of Contract: _(_____)_ DAYS

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE: _____

COMPANY NAME: _____

CONTRACTOR ADDRESS _____

E-MAIL: _____ PHONE: _____ DATE: _____

This form **must** be completed and returned with your Proposal.

APPENDIX E- STANDARD SERVICES AGREEMENT

A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed [Not to Exceed Amount], as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

B. Progress Payments. Payment for Contractor’s services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor’s proposal.

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by Yuba-Sutter Transit’s Board.

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Project’s progress to date for which payment is sought, no later than thirty days after Yuba-Sutter Transit’s acceptance of such deliverable/milestone. Yuba-Sutter Transit shall endeavor to make payments within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the Yuba-Sutter Transit Planning Program Manager as follows:

Yuba-Sutter Transit Authority
Attn: Planning Program Manager
2100 B St.
Marysville, CA 95901

E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any Yuba-Sutter Transit worksite within the Yuba-Sutter Transit service area will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate.

GENERAL TERMS AND CONDITIONS

1. Acceptance and Rejection: Yuba-Sutter Transit reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal. If a unit price or extended price is obviously in error and the other price is obviously correct, the incorrect price will be disregarded.

2. **Time for Consideration:** Unless otherwise indicated in the proposal, the offer shall be valid for 90 days from the due date of the solicitation.

3. **Payment Terms:** Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Yuba-Sutter Transit is responsible for all payments under the contract.

4. **Funding Requirements:** Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:

(a) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local and Indian Tribal Governments."

(b) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(c) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(d) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(e) Permit Yuba-Sutter Transit, SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

(f) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

5. **Specifications:** Any deviation from specifications indicated herein must be clearly stated by the proposer in writing; otherwise, all items or work offered by the proposer shall be deemed to be in strict compliance with these specifications, and the successful proposer will be held responsible therefore. Deviations must be explained in detail in the proposal or on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by proposer or implying that any such deviation will be acceptable to Yuba-Sutter Transit.

6. **Award of Contract:** Qualified proposals will be evaluated and acceptance made of the best value proposal to Yuba-Sutter Transit as determined upon consideration of such factors as: price offered; the quality of the articles offered; the general reputation and performance capabilities of the proposer; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the

date or dates of delivery and performance; and such other factors deemed by Yuba-Sutter Transit, within its sole and exclusive discretion, to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Yuba-Sutter Transit or the proposer, Yuba-Sutter Transit reserves the right to accept any items or groups of items on a multi-item proposal.

Yuba-Sutter Transit reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by Yuba-Sutter Transit to be pertinent or peculiar to the purchase in question.

7. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify Yuba-Sutter Transit at once, indicating the specific regulation which required such alterations.

Yuba-Sutter Transit reserves the right, within its sole and exclusive discretion, to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

8. Exceptions: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a proposer's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a proposer may be grounds for rejection of the proposal. The proposer specifically agrees to the conditions set forth in this paragraph by affixing his name and signature on the proposal Transmittal Letter.

9. Confidentiality of Proposals: Access to government records is governed by the California Public Records Act (Gov. Code 6250 et seq.). Except as otherwise required by the California Public Records Act, Yuba-Sutter Transit will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. The Price Proposal and its contents shall not be considered proprietary information.

10. Clarifications/Interpretations: Any and all questions regarding this document must be addressed to Adam Hansen, Planning Program Manager. Any and all revisions to this document shall be made only by written addendum issued by Yuba-Sutter Transit. The Vendor is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications, regardless of their source, shall be of no force or effect.

11. Situs: The place of all contracts, transactions, agreements, their situs and forum, shall be Yuba County, California, wherein all matters shall be determined, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Request for Proposal, or any contract which may be awarded as a result of this solicitation.

Insurance

During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverage requirements (the comprehensive general liability insurance shall include broad form property damage insurance):

1. Minimum Coverage (as applicable) - Insurance coverage shall be with limits not less than the following:

(a) Comprehensive General Liability - \$1,000,000/occurrence and \$2,000,000/aggregate, including ongoing and completed operations coverage

(b) Automobile Liability - \$1,000,000/occurrence (general) and \$1,000,000/ occurrence (property) (include coverage for hired and non-owned vehicles)

(c) Professional Liability/Malpractice/Errors and Omissions - \$1,000,000/occurrence and \$2,000,000/aggregate (if any engineer, architect, attorney, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

(d) Workers' Compensation - Statutory Limits/Employers' Liability - \$1,000,000/ accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. Yuba-Sutter Transit, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverage. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Any available insurance proceeds in excess of the specified minimum limits and coverage set forth above shall be available to the Authority as an additional insured. All coverage available shall be as broad as the coverage afforded to the named insured and nothing in any agreement with the Authority shall limit or lessen the coverage afforded to the Authority as an additional insured to the extent coverage would be available to the named insured under the policy in question. All insurance policies required to be carried shall provide for severability of interests; shall provide that an act or omission of any of the named or additional insured's shall not reduce or avoid coverage to the other named or additional insured's and shall afford coverage for all claims based on acts, omissions, injury or damage which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy. All insurance shall be primary and non-contributory.

4. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis.

5. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and Yuba-Sutter Transit reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement are available throughout the performance of this Agreement.

6. Any deductibles or self-insured retentions must be declared to and are subject to the approval of Yuba-Sutter Transit.

7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Yuba-Sutter Transit or after ten (10) days for delinquent insurance premium payments.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Yuba-Sutter Transit.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects Yuba-Sutter Transit, its officers, agents, employees and volunteers. Any insurance maintained by Yuba-Sutter Transit shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

11. The insurer shall waive all rights of subrogation against Yuba-Sutter Transit, its officers, employees, agents and volunteers.

12. Prior to commencing services pursuant to this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of Yuba-Sutter Transit before work commences. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

13. During the term of this Agreement, Contractor shall furnish Yuba-Sutter Transit with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

AGENDA ITEM V – B
STAFF REPORT

FY 2016-2017 FINANCIAL AUDIT REPORT

Enclosed separately with the agenda packet for Board review and acceptance is a copy of Yuba-Sutter Transit's Independent Audit Report and related letters for FY 2016-2017. This report is completed annually on behalf of the Sacramento Area Council of Governments (SACOG) in accordance with the provisions of the State Transportation Development Act. The report was prepared by the firm of Richardson & Company of Sacramento. There are no audit findings or Management Letter comments.

Staff will be prepared to discuss the report in detail at the meeting.

RECOMMENDATION: Accept the FY 2016-2017 audit report as presented.

AGENDA ITEM V – C
STAFF REPORT

REVISED TRANSDEV SERVICES, INC. DRUG AND ALCOHOL POLICY

The Federal Transit Administration (FTA) requires all transit operators to certify compliance with applicable Federal drug and alcohol regulations. These regulations apply to any transit agency receiving Federal financial assistance and by extension, any contractors or sub-contractors that employ people in safety sensitive positions (i.e. drivers, dispatchers and maintenance personnel). As Yuba-Sutter Transit's operating contractor, Transdev Services, Inc. is required to fully comply with all applicable provisions of these regulations and the cost of compliance is included in the contract price.

A copy of the updated January 2018 version of the Transdev Services, Inc. Drug and Alcohol Policy (Policy) is attached for reference. Revisions from the previous version are minor and primarily related to recent changes in regulatory requirements and definitions. By adoption of the attached resolution and implementation of the drug and alcohol program by Transdev, Yuba-Sutter Transit will be in full compliance with the related drug and alcohol testing and training provisions of the applicable Federal regulations. The Yuba-Sutter Transit Board of Directors last approved an update of the contractor's policy effective January 2016.

Transdev and Yuba-Sutter Transit staff will be available at the meeting to respond to any questions from the Board regarding the specific provisions of the drug and alcohol program.

RECOMMENDATION: Adopt Resolution No. 1-18 adopting the Transdev Services, Inc. Drug and Alcohol Policy for the Yuba-Sutter Division effective January 1, 2018.

YUBA-SUTTER TRANSIT AUTHORITY

RESOLUTION NO. 1-18

***ADOPTING THE TRANSDEV SERVICES, INC.
DRUG AND ALCOHOL POLICY FOR THE YUBA-SUTTER DIVISION
EFFECTIVE JANUARY 2018***

WHEREAS, The Federal Transit Administration (FTA) requires compliance with federal testing and training provisions of 49 CFR, Parts 653 and 754; and,

WHEREAS, The State Department of Transportation is responsible for FTA drug and alcohol compliance by all sub-grantees:

NOW, THEREFORE, BE IT RESOLVED that the Yuba-Sutter Transit Authority, through adoption of the Transdev Services, Inc. Drug and Alcohol Policy for the Yuba-Sutter Division effective January 2018, is in full compliance with the related federal testing and training provisions of 49 CFR Parts 653 and 654 and does hereby authorize the Transit Manager to certify same by the following vote:

Ayes:

Noes:

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT THE MEETING THEREOF HELD ON FEBRUARY 18, 2018.

Chair, Board of Directors

ATTEST:

*Sandra Anderson
Secretary to the Board*



Yuba Sutter Division

ZERO TOLERANCE DRUG AND ALCOHOL POLICY FOR EMPLOYEES IN SAFETY-SENSITIVE JOB FUNCTIONS

Summary: This is a zero tolerance policy covering this transit system and is applicable to all Transdev North America, Inc., employees who are incumbents in safety-sensitive positions, to all applicants or employees who may apply for or who may transfer to a safety-sensitive position and to contractors who perform safety-sensitive job functions. This program was initially installed by this corporation January 1, 1995.

The Drug and Alcohol Program Manager/Designated Employer Representative for this location is David Phillips General Manager:

Date this revision of the Transdev North America, Inc., Drug and Alcohol Policy was installed at this location: January 2018

Revision # 1: January 2007
Revision # 2: June 2007
Revision # 3: September 2008
Revision # 4: May 2010
Revision # 5: March 2012
Revision # 6: September 2014
Revision # 7: April 2015
Revision # 8: January 2016
Revision # 9: January 2018



I. INTRODUCTION

TRANSDEV is dedicated to providing safe, dependable transportation services to our passengers. We are also dedicated to providing a safe, drug and alcohol-free workplace for our employees.

Drug and alcohol testing is mandated by the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) in 49 CFR Part 40, and Part 655, as amended. In addition, drugs are prohibited in the workplace by the “Drug-Free Workplace Act of 1988.” The regulations implementing this Act are located in 49 CFR Part 29. TRANSDEV is required to comply with these regulations. The following policy and procedures will apply to you based upon the job functions you perform for TRANSDEV.

This program became effective on January 1, 1995.

II. POLICY ADOPTION

The TRANSDEV Board of Directors has adopted this policy.

Note: Additional requirements and/or disciplinary actions established under Transdev’s own authority are entered in *ITALICS*.

III. EMPLOYEE CATEGORIES SUBJECT TO TESTING

Employees subject to the provisions of the anti-drug and alcohol misuse prevention program are all safety-sensitive classifications. Safety sensitive function means any of the following duties, when performed by employees of TRANSDEV or its contractors or sub-contractors:

1. Operating a revenue service vehicle, including when not in service;
2. Operating a non-revenue service vehicle, when required to be operated by a CDL holder;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
5. Carrying a firearm for security purposes.

A list of the job titles specifically considered to be safety sensitive is contained in Appendix A.



Supervisors are subject to the provisions **only** if they perform, or may be called upon to perform a safety-sensitive function.

Participation in the drug and alcohol testing program and submission to drug and alcohol testing administered in accordance with part 655 is a requirement of each safety sensitive employee, and therefore, is a condition of employment.

IV. PROHIBITED BEHAVIOR

The DOT prohibited drugs – marijuana, cocaine, opioid, amphetamines / methamphetamines, PCP and MDMA (Ecstasy) are always illegal and employees are prohibited from consuming any of them at any time.

The “opioid” category will continue to test for codeine, morphine, and heroin; however, the “opioid” testing panel will now be expanded to include four (4) new semi-synthetic opioids:

1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

In addition, under the Drug-Free Workplace Act, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited at any time. Use of prescription drugs which may impair job performance or mental or motor function by an employee or any other person to whom this Policy applies while on company premises or in the course of conducting company business, including while subject to being on-call in a paid status, at lunch or on breaks, is strictly prohibited. Employees covered by this policy can be tested for prohibited drugs anytime while on duty.

Safety sensitive employees may not use alcohol from any source while on duty, within four (4) hours prior to performing safety-sensitive duty, while subject to being on-call in a paid status, or within eight (8) hours following an accident requiring an alcohol test, unless the test was completed within eight hours. *The possession or use of alcohol on company premises or while in the course of conducting company business is strictly prohibited.*

Transdev North America, Inc. strongly encourages employees to abstain from alcohol consumption for at least 8 hours prior to performing safety sensitive duties.

Alcohol tests may only be conducted just before, during, or just after an employee’s performance of a safety-sensitive function. Covered employees are



prohibited from performing or continuing to perform a safety-sensitive function while having an alcohol concentration of 0.04 or greater.

V. NOTICE OF CONVICTIONS

It is the policy of TRANSDEV that employees notify the company within 5 days of any criminal drug statute conviction for a felony or misdemeanor violation occurring in the workplace. Within 30 days, TRANSDEV will make a determination of action based upon the incident. Employees convicted of drug offenses will be subject to discipline up to and including termination.

VI. EMPLOYEE SELF-REFERRAL INTO A SUBSTANCE ABUSE TREATMENT PROGRAM

It is Transdev's policy that a safety sensitive employee may refer himself or herself, prior to being notified of or otherwise subject to an upcoming substance abuse test, into a substance abuse program, by reporting his or her substance abuse problem to the Employee Assistance Program (EAP), Substance Abuse Counselor, their immediate supervisor, or department manager. The Substance Abuse Program Administrator will make a referral to a substance abuse counselor and place the employee on unpaid Administrative Suspension. Once notice has been received from the substance abuse counselor that the employee is ready to return to duty and has been compliant with the prescribed treatment plan, the employee will be required to take a Non-DOT Return to Duty test and be subject to Non-DOT Follow-Up testing as directed by the substance abuse counselor.

In the instance of a self-referral, the employee will be subject to non-USDOT return-to-duty and follow-up testing modeled using the process described in 49 CFR Part 40. However, all non-USDOT return-to-duty and non-USDOT follow-up tests and all paperwork associated does not constitute a violation of the Federal regulations and will be conducted under the sole authority of Transdev on non-USDOT testing forms.

VII. CIRCUMSTANCES FOR TESTING

Any such testing, if done in addition to an FTA required test will be secondary and require totally separate void or breath sample from the FTA test. Policy mandates that employees selected for drug and /or alcohol testing be provided a notification form which documents the referral to testing. The form should specify the type of test required, the date and time the employee was notified, time the employee arrived at the collection site and authority mandating the test. The completed form should be returned to Transdev upon completion of the test, and



filed for reference. (Formatted notification forms can be found in the Transdev North America, Inc., Safety Policies and Procedures Manual.

DOT tests must be completely separate from Non-DOT tests in all respects.

A. Pre-Employment

Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo urine drug testing as a condition of employment. Applicants will be notified of the testing requirement during the application process.

A verified negative drug test result is required prior to performing any safety-sensitive functions and is a condition of employment. If the test is cancelled, the applicant must re-take the test and receive a verified negative test result prior to performing any safety-sensitive function. In the event that a pre-employment test is determined by the MRO to be a verified “negative dilute” result, the applicant is required by Transdev to re-test, and receive (the equivalent of) a verified negative test result before performing any safety sensitive function. Depending on the level of creatinine reported by the lab, the MRO may order a re-test to be conducted under direct observation. The results of the second test will be considered the test result of record. Contact your TPA or the corporate Drug and Alcohol Program Manager if there are questions.

Applicants will be asked whether he/she has ever been refused employment because of a positive DOT pre-employment drug or alcohol test. Applicants will be required to provide the name and complete contact information for all DOT covered employers for the previous two years. Applicants are required to provide a consent statement permitting the previous DOT covered employers to release drug and alcohol test results to TRANSDEV. Applicants who have previously failed a drug or alcohol test will not be considered for employment until he/she provides proof of having successfully completed a referral, evaluation and treatment plan as described in 49 CFR Part 655.62, subpart G.

Current employees transferring into safety-sensitive positions will not be allowed to perform safety sensitive duties until the employee undergoes a pre-employment drug test with a verified negative result. Additionally, any current employee returning to a safety sensitive position after not performing said safety-sensitive functions for a period of 90 days or more, regardless of the reason, and who has been out of the random pool during this time, must undergo a pre-employment drug test with a verified negative result before performing safety sensitive duties.



B. Reasonable Suspicion

A safety-sensitive employee shall be required to submit to a FTA reasonable suspicion drug and/or alcohol test when a supervisor or company official suspects the employee has used a prohibited drug or misused alcohol. The testing referral will be made by a trained supervisor or company official based upon specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odor of the employee. A reasonable suspicion test for drugs can be conducted anytime a covered employee is on duty. A reasonable suspicion alcohol test is authorized only if observations are made during, just preceding, or just after the performance of safety-sensitive functions.

It is Transdev's policy that in any Reasonable Suspicion circumstance, the supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure. The Supervisor will then transport the employee back to TRANSDEV premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, TRANSDEV will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, TRANSDEV will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.

It is the policy of TRANSDEV that any employee required to submit to a reasonable suspicion test may not perform safety sensitive duties pending the outcome of the drug and/or alcohol test. The employee will be placed on an Administrative Suspension pending the results of the drug tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the results of the Substance Abuse Test are reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination.

If the employee tests negative, he or she may return to work in their position and will be reimbursed for any regularly assigned work lost.

C. Post-Accident (FTA)

All safety-sensitive employees will be required to undergo FTA post-accident drug and alcohol tests if they are involved in an accident with a Public Transportation vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all surviving safety-sensitive



employees that operated the vehicle and any other whose performance could have contributed to the accident.

In addition, if the public transportation vehicle is a bus, electric bus, van or automobile (in the capacity of a Commercial Motor Vehicle) the driver (whether employee or contractor) will be required to undergo FTA post-accident drug and alcohol tests if an accident results in injuries requiring immediate transportation to a medical treatment facility, or one or more of the vehicles involved incur disabling damage and had to be towed away. In a non-fatality situation, testing may be waived if the operator can be completely discounted as a contributing factor to the accident, based upon the information available at the time of the decision. All other covered employees whose performance could have contributed to the accident will also be required to undergo FTA post-accident drug and alcohol tests.

DER/GM: (the following paragraph of the policy is an option to cover crashes/events involving vehicles that are not classified as a FTA/Commercial Motor Vehicle event; thus testing is conducted under Transdev's authority)

If the vehicle is a van or automobile (not in the capacity of a Commercial Motor Vehicle-not transporting passengers in revenue service) the driver (whether employee or contractor) will be required to undergo a Non-DOT post-accident drug and alcohol tests if an accident results in injuries requiring immediate transportation to a medical treatment facility, or one or more of the vehicles involved incur disabling damage and had to be towed away. In a non-fatality situation, testing may be waived if the operator can be completely discounted as a contributing factor to the accident, based upon the information available at the time of the decision. All other covered employees whose performance could have contributed to the accident will also be required to undergo a Non-DOT post-accident drug and alcohol tests.

Post-accident alcohol tests will be conducted as soon as possible following the accident. If the post-accident alcohol test is not completed within two hours of the accident, the company will file a report as to the reason why. If the post-accident alcohol test is not completed within eight hours of the accident, the company will cease attempts to obtain a specimen and update the two-hour report as to why. Post-accident drug tests will be conducted as soon as possible, but no longer than 32 hours following the accident. If the company is unable to conduct the drug test within 32 hours, it will document the reason for the inability to test.

If TRANSDEV is unable to perform post-accident tests within the required period of compliance, TRANSDEV will use the test results administered by Federal, State or local law enforcement personnel under its own authority, provided the results are obtained by TRANSDEV in conformance with the law.



Any covered employee subject to post-accident testing who fails to remain readily available for such testing, including notifying the company of his or her location if he or she leaves the scene of the accident prior to submission to such test, will be deemed by the company to have refused to submit to the post-accident testing.

Accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety sensitive employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test.

It is Transdev's policy that an employee may be placed on an Administrative Suspension at the discretion of the Company pending the results of post-accident drug tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the results of the Substance Abuse Test are reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination.

D. Random

Employees in safety sensitive positions will be subjected to random, unannounced and unpredictable testing for drugs and alcohol. TRANSDEV will select employees for random drug and alcohol tests that will meet the minimum requirements set by the FTA (currently 25% for drugs and 10% for alcohol, annually). The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee has an equal chance of selection each time selections are made. Management does not have any discretion as to who will be selected. The random tests will be unannounced and spread throughout the year, the random period, all days of the week, and all hours when safety sensitive functions are performed. Random drug tests may occur at any time the employee is on duty. Random alcohol tests may only occur just before, during, or just after the employee performs safety-sensitive work. Employees are required to proceed immediately to the collection site upon notification of their random selection.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide



advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least 72 hours before the end of the shift.

E. Return to Duty and Follow-Up Testing

In general, TRANSDEV has a "zero tolerance" policy. However, in the event that an employee who has previously violated the policy is allowed to return to work for any reason, he or she will be required to complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02.

In addition, upon return to work, the employee will be subject to follow-up testing for drugs and/or alcohol for a minimum period of 12 months to a maximum of five years. The minimum number of tests during the first 12 months is six. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP, but the actual follow-up testing dates will be decided by the employee's manager or supervisor. Effective August 25, 2008: Follow-up and Return-to-Duty drug tests must be conducted using direct observation procedures. (Authority: Final Ruling United States Court of Appeals *FOR THE DISTRICT OF COLUMBIA CIRCUIT* Argued March 26, 2009 Decided May 15, 2009, No. 08-1264)

Under TRANSDEV authority, the requirements for return-to-duty and follow-up testing will apply to any employee who completes a self-referred substance abuse program. (Return to Duty and Follow Up testing conducted under Transdev North America, Inc., authority will be conducted using a non-DOT chain of custody form Contact your Corporate Drug and Alcohol Program Manager if there are questions.)

F. Post Industrial Accident/Employee Injury (TRANSDEV Policy)

In addition to the FTA post-accident testing requirements, local operating policy may require post-accident drug and alcohol tests under the following circumstances:

Work-Related Injury/Illness

- "This location does not conduct post-industrial accident / injury testing".



VIII. BEHAVIOR THAT CONSTITUTES A TEST REFUSAL

Behavior that constitutes a test refusal includes the following:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Transdev DER.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Transdev DER. for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Transdev's DER.
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.



A refusal to test constitutes a violation of this policy and carries the same consequences as a positive test result. Any employee who refuses to submit to any drug or alcohol test will be removed from safety sensitive work, provided educational materials, and referred to a substance abuse professional. *It is Transdev's policy that refusal to submit to any drug or alcohol test will also result in termination of employment.*

IX. TESTING PROCEDURES

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended, which ensures the protection of the employee and the integrity of the testing process. A copy of this document is available for your review from either the corporate or the local Drug and Alcohol Program Administrator upon request. Following is a brief description of the drug and alcohol testing methodology.

A. Drug Testing Methodology

Testing for drugs will be conducted by urinalysis.

1. **Initial Test:** Initial testing will be performed on the primary sample using the EMIT Immunoassay technique. If the results are negative, no further testing will be required and a report will be provided to the Medical Review Officer (MRO). The MRO is responsible for evaluating, interpreting, and verifying laboratory test results and communicating them to TRANSDEV.
2. **Confirmation Test:** Whenever a positive result is obtained on the initial test, confirmation testing will be automatically performed using the state-of-the-art Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS). Results of confirmation testing will be sent to the Medical Review Officer (MRO).

Specimen Dilutes: A dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine. If the test is reported as a **dilute positive**, the test should be treated as a verified positive test result. If the test is reported as a **negative dilute**, Transdev North America, Inc. will direct the employee to take another test. The retest must not be conducted under direct observation, unless otherwise instructed by the MRO. Since federal regulations give discretion in this manner, Transdev North America, Inc., has established the policy that retests will be required for negative dilutes. The second test will be considered the test of record. All employees must be treated the same for this purpose and must be informed in advance of the policy. Questions should be directed to the MRO, Drug and Alcohol TPA or the Corporate Drug and Alcohol Program Manager.



Validity Testing: The laboratory will conduct validity testing to determine if the specimen has been adulterated, tampered with, or diluted. If the MRO reports a “negative-dilute” test result with creatinine levels greater than or equal to 2mg/dL but equal to or less than 5 mg/dL, the employee will be required to take a second test immediately under direct observation with no advance notice. If the MRO reports a “negative-dilute” test result with creatinine levels greater than 5 mg/dL, the employee will be required to take a second test immediately (not observed) with no advance notice.

Drug Testing Split Specimen: The urine specimen collected for FTA testing will be split and poured into two specimen bottles. This provides the employee or applicant with the option of having an analysis of the split sample performed at a second laboratory that meets the requirements of 49 CFR Part 40. The employee or applicant has 72 hours after being informed by the MRO of a verified positive, adulterated, or substituted test result to request a test of the split sample. In the case of invalid test results, no split specimen testing is authorized by DOT. All requests for split specimen analysis will be processed by the MRO.

It is Transdev’s policy that employees awaiting the result of a split specimen test following a verified positive, adulterated, or substituted test result may not perform safety sensitive duties pending the outcome of the split specimen test. The employee will be placed on an Administrative Suspension pending the result of the split specimen test. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the result of the split specimen test is reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination. Transdev will seek payment or reimbursement for the cost of the split specimen from the employee, should the employee request testing of the split sample.

B. Alcohol Testing Methodology

Testing for alcohol will be conducted by breath analysis. Alcohol tests will be performed by a breath alcohol technician (BAT) who is trained to proficiency in the operation of the Evidential Breath Testing device being used and in the alcohol testing procedures specified in the Federal regulations.

1. Initial Test: If the result of the initial test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to TRANSDEV as a negative test.
2. Confirmation Test: If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least 15 minutes, but not more than



30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The employee is strongly advised not to eat, drink, belch, or put any object or substance into his or her mouth while awaiting the confirmation test.

3. If the initial test and the confirmation test results are not identical, the confirmation test is deemed to be the final result.
4. The alcohol breath sample is to be taken BEFORE the drug specimen is collected, in such cases that warrant both a drug collection and a breath alcohol sample.

C. ATTRIBUTING TEST RESULTS TO THE CORRECT COVERED EMPLOYEE (DRUG AND ALCOHOL COLLECTIONS AND TESTING)

Procedures that ensure that the test results are attributed to the correct covered employee include utilizing a chain of custody to ensure that each specimen is monitored throughout the collection process during both drug and alcohol collection and testing procedures.

X. CONSEQUENCES OF DRUG USE AND THE MISUSE OF ALCOHOL

Any covered employee who has a verified positive drug test, an alcohol test result of 0.04 or above, or has refused to submit to a drug or alcohol test (including substitution or adulteration) will be immediately removed from his or her safety sensitive position, provided educational materials, and referred to a Substance Abuse Professional (SAP). *It is Transdev's policy that positive drug or alcohol tests or refusal to test will also result in termination of employment.*

Any safety sensitive employee found to have an alcohol concentration of 0.02 or greater but less than 0.04 will not perform, nor be permitted to perform, a safety-sensitive function for at least 8 hours following administration of the breath alcohol test, or if the employee was re-tested, the result was less than 0.02. Is Transdev's policy that testing positive for alcohol on a return-to-duty breath alcohol test will result in termination of employment.

A. LIFE CONSEQUENCES OF ALCOHOL MISUSE

The chronic consumption of alcohol (average of three servings per day of beer, whiskey, or wine) over time may result in the following life consequences:

Health: *decreased sexual functioning, dependency on alcohol, fatal liver disease, increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and*



malignant melanoma, kidney disease, pancreatic dysfunctions, spontaneous abortion and neonatal mortality, ulcers, and birth defects.

Work: *the effects of alcohol misuse on an individual's work include impairment in coordination and judgment, and increased likelihood of having an accident than that of a sober person.*

Personal Life: *the effects of alcohol misuse on an individual's personal life include increased exposure to committing homicides, vehicle accidents, family problems including separation and divorce, increased likelihood of committing suicide, and greater exposure to other forms of accidents.*

Signs and Symptoms: *dulled mental processes, lack of coordination, odor of alcohol on breath, possible constricted pupils, sleepy or drowsy condition, slowed reaction rate, and slurred speech.*

When an alcohol problem is suspected, the available methods of intervention include the availability of a crisis response/employee assistance service offered by Substance Abuse Professionals that address family problems as well as substance abuse.

B. EMPLOYEE EDUCATION, TRAINING AND ASSISTANCE PROGRAM

SUPERVISOR TRAINING

Any supervisory personnel responsible for determining whether an employee must be tested for substance abuse based on Reasonable Cause/Suspicion will be required to complete at least one (1) session (2 hours) of training on the specific contemporaneous physical, behavioral, and performance indicators of probable drug/alcohol use. One 60-minute session will be devoted to indicators of probable alcohol use and one 60-minute session will be devoted to indicators of probable drug use.

Positions to receive training under this plan are: All Managers, Supervisors, First Line Dispatchers and Foremen. Training will be provided by qualified personnel or processes designated by Transdev North America, Inc.

EMPLOYEE EDUCATION

Transdev will provide an education program for its employees, which will include the following:

- Display and distribution of informational material on substance abuse;
- Display and distribution of a community service hot-line telephone number for employee assistance; and



- Display and distribution of Transdev's Substance Abuse Plan regarding the use of prohibited drugs and/or alcohol.
- Covered employees must receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.
- Periodic updates and refresher training concerning substance abuse, life consequences and policy adherence.

XI. PRESCRIPTION AND OVER THE COUNTER MEDICATIONS

MRO VERIFICATION OF PRESCRIPTIONS

When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee's prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.

Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.

It is Transdev's policy that all safety sensitive employees must notify the Company in writing when they are taking prescription or non-prescription medication that may interfere with their ability to perform work safely. Failure to do so will result in disciplinary action up to and including termination of employment.

There is only one approved method of notification. Employees must use the Prescription / Non-Prescription notification form to inform the company of any medications used; as defined by Prescription and Over-The-Counter sections below.



Employees are required to obtain a Prescription / Non-Prescription Medication Notification Form, signed by a licensed Physician, licensed Physician Assistant, licensed Pharmacist, or licensed Registered Nurse, for each prescription medication taken by the employee. This form must indicate if the medication(s) will impair the employee's ability to safely perform safety sensitive function and/or operate a motor vehicle. The employee will provide the form to the physician or prescribing individual. The employee is required to advise the physician or prescribing individual of the safety-sensitive nature of his or her job. The employee is also encouraged to ask for alternative treatments that do not have performance altering side effects.

Transdev's Drug and Alcohol policy in no way implies that taking approved prescription or non-prescription medication will completely eliminate side effects even if determined to be safe by his/her treating physician. It is the employee's responsibility to fully discuss any and medications with his/her treating physician to reduce possible medication side effect(s).

Employees must submit the Prescription / Non-Prescription Medication Notification Form to the Substance Abuse Program Administrator prior to the beginning of his or her shift, if the Substance Abuse Program Administrator is not available, forms must be turned in to the appropriate Department Manager, Supervisor, or Foreman on duty.

Over-the-Counter Medications should be taken with extreme caution.

- *Read all the warning labels before selecting a medication for use while performing safety sensitive functions.*
- *If the label has warnings such as "do not take this medication while operating a motor vehicle, may cause drowsiness, etc." select another medication.*
- *If unsure which medication is safe to take while performing your job, ask your pharmacist. If still unsure, contact your physician for a suitable alternative.*
 - *If no suitable alternative is available, have your Physician complete a Prescription / Non-Prescription Medication Notification Form and submit the form to the Substance Abuse Program Manager, supervisor or manager. This form must indicate if the medication(s) will impair the employee's ability to safely perform safety sensitive function and/or operate a motor vehicle.*
- *Ultimately, you are responsible for ensuring your safety and the safety of your co-workers and customers. Taking medication while performing your duties can impair your ability to meet this obligation.*

Falsification of the Prescription / Non-Prescription Medication Notification Form in any way is cause for immediate termination.



During normal business hours a determination can usually be made immediately as to whether an employee will be allowed to work. If an immediate determination cannot be made, a Medical Review Officer (MRO) will be notified and will make a determination as to an employee's ability to safely work.

Employees will not be allowed to clock in until the Substance Abuse Program Administrator or the MRO has made a determination. All normal rules and regulations applying to Miss Outs, No Call No Shows, and Unauthorized Absences shall apply. Employees shall be allowed to use available PTO, EPTO, and vacation until they are cleared to return to work. All normal rules and regulations regarding the scheduling of PTO, EPTO, and vacation may apply.

XII. RECORD KEEPING

DRUGS & ALCOHOL

Records will be maintained as detailed in 49 CFR part 40 and Part 655, as revised.

A. RECORDS MAINTAINED FOR ONE (1) YEAR:

- 1. Records of Verified Negative and canceled Drug Test Results:*
- 2. Alcohol test results with a concentration of less than 0.02*
- 3. Transdev's copy of custody and control form.*

B. RECORDS MAINTAINED FOR TWO (2) YEARS:

- 1. Records Related to the Collection Process:*
- 2. Education and Training Records:*

C. RECORDS MAINTAINED FOR THREE (3) YEARS

Information from previous employers concerning drug and alcohol test results

D. RECORDS MAINTAINED FOR FIVE (5) YEARS:

- 1. Records of covered employee alcohol test results indicating an alcohol concentration of 0.02 or greater*
- 2. Records of covered employee positive controlled substances test results*
- 3. Documentation of refusals to take required alcohol and/or controlled substances tests*
- 4. Records related to the administration of the alcohol and controlled substances testing programs*



5. *Covered Employee Referrals to Substance Abuse Professional for Return To Duty and Follow Up:*
6. *Annual MIS Reports.*

E. REQUIREMENTS FOR RECORDS AND SPECIMEN STORAGE BY LAB, MRO, AND TRANSDEV TRANSPORTATION.

Records are maintained for program administration and test results of individuals for whom Transdev North America, Inc. has testing responsibility. Upon completion of the collection process, the specimen is to be placed in secure storage until dispatched to the laboratory. The MRO is to maintain all necessary records and send test result reports to Transdev Substance Abuse Program Administrator (DER), who maintains records in a secure location with controlled access. All negative test results will be maintained for a period of no less than one year. All positive test results will be maintained for a period of no less than five years.



XII. IDENTITY OF CONTACT PERSONS

A. Corporate Drug and Alcohol Program Manager

Louis P. Young Jr
Corporate Drug and Alcohol Program Manager
720 E. Butterfield Rd, Suite 300
Lombard, IL 60148
Telephone: (702) 208-8315
Fax: (630) 495-1377
Email: Louis.Young@transdev.com

B. Primary Drug and Alcohol Program Manager (DER) Yuba-Sutter

Name: David Phillips
Title: General Manager
Address: 2100 B Street
Marysville, Ca 95901
DER PHONE NUMBER: 530-634-6885
DER PHONE NUMBER: 530-218-2482

C. Alternate Drug and Alcohol Program Manager Yuba-Sutter

Name: Arthur Leonard
Title: Operations Manager
Address: 2100 B Street
Marysville, Ca 95901
530-634-6885

D. Substance Abuse Program Medical Review Officer

Company Name: EDPM
MRO: Dr. Paul Teynor
Address: 505 20th Street North, Suite 200
Birmingham, AL 35255
Phone: 205-326-3100
FAX: 205-380-2502

Company Name: EDPM
MRO: Dr. Phillip Lopez
Address: 505 20th Street North, Suite 200
Birmingham, AL 35255
Phone: 205-326-3100



FAX: 205-380-2502

Company Name: EDPM
MRO: Dr. Michael Suls, D.O., M.P.H
Address: 505 20th Street North, Suite 200
Birmingham, AL 35255
Phone: 205-326-3100
FAX: 205-380-2502

E. Corporate Drug and Alcohol Third Party Administrator

Name: SterlingBackcheck
Address: 6111 Oak Tree Blvd
Independence, OH 44131

Telephone: 216-685-7422 direct | 800-853-3228 toll free | 216-685-7470 fax

SterlingBackcheck Customer Service Directory:

Stacy Kail – Customer Service Representative
1-800-853-3228
Option 1 Extension 57412
stkail@sterlinginfosystems.com

Donna Piros – Random Administrator
1-800-853-3228 Option 1 Extension 57426
DID: 1-216-685-7426
dpiros@sterlinginfosystems.com

Liz Lastafka – Drug Screening Manager
1-800-853-3228 Option 1 Extension 57422
DID: 1-216-685-7422
llastafka@sterlinginfosystems.com

F. Testing Laboratory

Name: LabCorp
Address: 1904 Alexander Drive
RTP, North Carolina, 27709
Telephone: (800) 833-3984



G. Employee Assistance Program

Quantum Employee Assistance Program
14 Park Lake Road, Suite 2
Sparta, New Jersey 07871
Customer Service (Employee Assistance): 1-877-747-1200

H. Substance Abuse Professional

Duncan McPherson
Sacramento Ca
Telephone 1-800-607-1010



Appendix A – Safety Sensitive Employees

The following positions are considered to be safety sensitive:

- Vehicle Operators
- Armed Security (Transdev Employees)
- Dispatchers
- Mechanics and other Maintenance Personnel

Appendix B - Definitions

Adulterated Specimen – A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol Use – The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

Breath Alcohol Technician – A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled Test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Collector – A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the Custody and Control form.

Dilute Specimen – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage – Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- 1) Inclusion: Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.
- 2) Exclusions:
 - a. Damage that can be remedied temporarily at the scene of the accident without special parts or tools.
 - b. Tire disablement without other damage even if no spare tire is available.
 - c. Headlamp or tail light damage.



- d. Damage to turn signals, horn, or windshield wipers, which make the vehicle inoperable.

DOT, the Department, DOT Agency – All DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.

Evidential Breath Testing (EBT) Device – The NHTSA conforming products list (CPL) for evidential devices are the only devices you may use to conduct alcohol confirmation tests under 49 CFR Part 40.

FTA – The Federal Transit Administration, an agency of the U.S. Department of Transportation.

HHS – The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Medical Review Officer (MRO) – A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Public Transportation Vehicle – a vehicle used to transport the public or one used for ancillary services.

Split Specimen – In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted specimen.

Substance Abuse Professional (SAP) – A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted Specimen – A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Verified Test – A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.



Appendix C

*TRANSDEV FTA DRUG AND ALCOHOL POLICY
ACKNOWLEDGEMENT OF RECEIPT*

I, the undersigned employee of TRANSDEV hereby certify that I have been furnished with a copy of Transdev's Substance Abuse Policy for Safety-Sensitive Employees, including its Employee Assistance Program (EAP) and that I have had training on the same. I understand that should I decide to use the services of the Employee Assistance Program (EAP) for a substance abuse problem, that the EAP is required to notify Transdev's Substance Abuse Program Administrator in order to protect my employment. I further certify that I have been provided with informational material, education and training on the dangers and problems of drug and/or alcohol use.

Executed this the _____ day of _____, 20_____

Employee Signature

Print Name



Appendix D

RESOLUTION AUTHORIZING THE ADOPTION OF SUBSTANCE ABUSE POLICY

WHEREAS, the purpose of Transdev's Substance Abuse Policy is to establish guidelines in implementing a drug and alcohol testing program that meets the requirements of the Federal Transit Administration (FTA); and

WHEREAS, the goal of the prohibited substance abuse testing program is to achieve a drug and alcohol-free work force in the interest of the health and safety of the employees and the public; and

WHEREAS, participation in the prohibited substance abuse testing program is a requirement of each safety sensitive employee, and, therefore is a condition of employment.

NOT THEREFORE BE IT RESOLVED by the President of TRANSDEV, North America, as follows:

Section 1. That all testing under the FTA requirements are conducted in accordance with 49 CFR Part 40, as revised: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and in accordance with 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations; and

Section 2. That the amended policy of Substance Abuse becomes effective on January 01, 2018.



Michael Murray
President, Transdev North America, Inc.



AGENDA ITEM V – D
STAFF REPORT

**YUBA-SUTTER TRANSIT CAPITALIZATION POLICY
REVISION FOR USEFUL LIFE**

Generally Accepted Accounting Principles (GAAP) requires the capitalization of costs associated with the acquisition or construction of property, plant, and equipment with a useful life greater than one year. Since its initial adoption in 2006, the Yuba-Sutter Transit Capitalization Policy established a useful life threshold of three years or more. In order to align our capitalization policy with GAAP, we are proposing the useful life threshold be reduced to “one year or more”.

Staff anticipates no financial effect from reducing the minimum useful life from three years to one year. If approved as proposed, the revised policy would be updated throughout any and all agency documents which address the useful life for capitalizing assets (i.e. Accounting Policies & Procedures Manual).

Staff will be prepared to discuss the revised policy in detail at the meeting.

RECOMMENDATION: Approve the revised capitalization policy as proposed or amended.

AGENDA ITEM V – E
STAFF REPORT

REVISED PROCUREMENT POLICY FOR MICRO-PURCHASES

Yuba-Sutter Transit follows micro-procurement policies for procurements up to \$3,000 using Federal Transit Administration (FTA) funds. These purchases may be made without obtaining competitive quotes if the recipient of FTA funds determines the price to be paid is fair and reasonable. These purchases should be distributed equitably among qualified suppliers in the local area and purchases should not be split to avoid the requirements for competition above the micro-purchase threshold.

The ceiling value for micro-purchases is set by the Federal Acquisition Regulation (FAR) at 48 C.F.R. part 2, subpart 2.1 (Definitions) and is periodically adjusted for inflation. Most recently, the micro-purchase threshold has been increased from \$3,000 to \$3,500. Staff is proposing that we adjust our micro-purchase limit from \$3,000 to \$3,500 to coincide with the FTA threshold. Davis-Bacon prevailing wage requirements will continue to apply to construction contracts exceeding \$2,000, even if the recipient uses micro-purchase procurement procedures.

Staff will be prepared to discuss micro-purchases in detail at the meeting.

RECOMMENDATION: Approve the threshold for micro-purchases as proposed or amended.