



Livermore Amador Valley Transit Authority

December 21, 2017

To: All Interested Parties

From: Tamara Edwards  
Procurement Officer

**RE: RFP for LAVTA Operation and Maintenance of Fixed Route Bus Service #2017-19  
Addendum Number 4**

This correspondence constitutes official record of the fourth alteration of a “Request for Proposals for Operation and Maintenance of Fixed Route Bus Service #2017-19” issued by LAVTA on October 20, 2017. The first alteration to these documents was issued December 1, 2017, as Addendum Number 1. The second alteration to these documents was issued December 13, 2017, as Addendum Number 2. The third alteration to these documents was issued December 19, 2017, as Addendum Number 3.

This Addendum amends the documents referenced above as follows:

Add to the end of **Section I, Terms and Conditions, 6.2.4, Cost Proposal** (page 12) the following: “Proposer shall submit any costs associated with Transition & Startup on Form 1.3, Transition & Startup Cost Proposal.”

Amend **Section I, Terms and Conditions, 6.2.23, RFP Addenda** (page 19) to read: “All Proposers shall acknowledge receipt of addenda by signing Proposal Form 1.4.”

Add to **Section I, Terms and Conditions**, a new section as follows (page 19):

**6.2.24 Other Required Certifications**

In addition to the required certifications mentioned elsewhere in this RFP, Proposers are required to submit certifications as shown in Attachment 2, **Drug-Free Workplace Certification**; Attachment 7, **Fair Employment Practice Certification**; and Attachment 8, **Certification Concerning Control of Employees of Contractor**.

Amend **Section I, Terms and Conditions, 6.3, Optional Proposal Content** (page 19) to replace “Wages, fringe benefits, and staffing levels for Bus Shelter Maintenance Workers (see Section 4.16 in Part II – Scope of Work”) with the following sentence: “Optional general liability and property insurance up to \$10 million.”

Amend **Section II, Scope of Work, 4.16, Facilities Maintenance Program** (page 29) to remove the following sentence: “In addition, provision of bus stop shelter maintenance functions is an optional addition to this Scope of Work at Proposer’s option (see Section I, Terms and Conditions, 6.3 ‘Optional Proposal Content’).”

Amend **Section II, Scope of Work, 4.16, Facilities Maintenance Program** (page 29) to remove the following language shown in strikeout: “The list of bus stop and shelters services ~~that Proposers may opt to include in their Proposal~~ includes, but is not limited to:”:

Replace Revised Form. 1.1 (Budget Proposal, Operations and Maintenance) and Revised Form 1.2 (Proposed Staffing Levels) in Addendum 3 with **Revised Forms 1.1 (Revised Budget Proposal, Operations and Maintenance) and 1.2 (Revised Proposed Staffing Levels)**. Electronic versions of the Revised Forms 1.1 and 1.2 will be posted to the wheelsbus.com website at <http://www.wheelsbus.com/rfp/rfp-2017-19-lavta-operation-and-maintenance-of-fixed-route-bus-service/>. Form 1.3 is unchanged from those included with Addendum #1, but is included in the same electronic workbook with the Revised Forms 1.1 and 1.2 for Proposers’ convenience. Proposers may also request electronic versions of these forms by emailing [procurements@lavta.org](mailto:procurements@lavta.org).

Add the attached Attachment 7, **Fair Employment Practices Certification**, and Attachment 8, **Certification Concerning Control of Employees of Contractor**.

Replace the Checklist included with Addendum 1 with the attached Revised Checklist. Note the Checklist is provided for Proposers’ convenience and is not required to be submitted with the Proposal.

This Addendum responds to one written question as follows.

Q.#	Question	Answer Provided
1	Where is the certificate mentioned in Section 9 of the Sample Agreement regarding control of employees?	Please see Attachment 8 included with this Addendum as described above.

Other than those specifically listed above, no other sections, terms, or conditions of the above cited solicitation are being altered at this time. All other sections, conditions, and language not specifically cited as altered in this document or in Addendum 1 or Addendum 2 or Addendum 3 are still in full and original effect.

Submitted:

*/s/ Tamara Edwards*  
 Tamara Edwards, Procurement Officer

December 21, 2017  
 Date

## ATTACHMENT 7

### FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Proposer agrees as follows:

1. The Proposer will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposer's commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, LAVTA, or any other appropriate agency of the State of California designated by LAVTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by LAVTA as a basis for determining the Proposer to be not a "responsible Proposer" as to future contracts for which such Proposer may submit Proposals, for revoking the Proposer's pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.

LAVTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, LAVTA shall notify the Proposer that, unless it demonstrates to the satisfaction of LAVTA within a stated period that the violation has been corrected, the Proposer's pre-qualification rating will be revoked.

5. The Proposer agrees that should LAVTA determine that the Proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to LAVTA, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer. LAVTA may deduct any such damages from any monies due the Proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent LAVTA from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Proposer shall certify to LAVTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by LAVTA:

a. The Proposer shall provide evidence, as required by LAVTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by LAVTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by LAVTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify LAVTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

8. The Proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each sub consultant.

9. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available at the project site for inspection by LAVTA and shall permit LAVTA to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the Proposal. The person signing the certification shall state his/her address and official capacity.

## Fair Employment Practice Certification

The undersigned, in submitting a Proposal for performing work as specified in the Scope of Work hereby certifies that the Proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

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PROPOSER

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SIGNATURE

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PRINTED NAME OF SIGNER

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TITLE

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MAILING ADDRESS

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CITY

STATE

ZIP CODE

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TELEPHONE NUMBER

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DATE

**ATTACHMENT 8**

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
A CERTIFICATION CONCERNING CONTROL OF EMPLOYEES  
OF CONTRACTOR**

The Contractor, by entering into this Agreement with LAVTA to perform or provide work, services or materials to LAVTA, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of LAVTA. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Revised Forms, Certifications, and Submittal Information Checklist

This form should be used to ensure compliance with the terms and conditions of the Request for Proposals. Proposers are encouraged to use this list to verify the bid package prior to submittal; however, this checklist is not required for submission.

<b>X = done</b>	<b>Subject</b>
	<u><b>Certifications</b></u>
	Certification of Non-Collusion
	Drug-Free Workplace Certification
	Certification of Restrictions on Lobbying
	Levine Act Certification
	Letter of Credit
	Performance Bond
	Fair Employment Practices Certification
	Control of Employees of Contractor Certification
	<u><b>Forms</b></u>
	Form 1.1 – Budget Proposal
	Form 1.2 – Staffing Levels
	Form 1.3 – Transition and Startup Cost Proposal
	Form 1.4 – Addenda Receipt
	<u><b>Required Submittal Information</b></u>
	Organizational Information – Cover Letter
	References
	Personnel
	Cost Proposal (Forms 1.1, 1.2, and 1.3, above)
	Compliance with Terms and Conditions for Fuel
	Compliance with Terms and Conditions for Tires
	Compliance with Terms and Conditions for Facilities Service Maintenance Program
	Compliance with Terms and Conditions for Bus Bridge and Supplemental Services
	Employee Conditions
	Job Classifications and Wage Scales
	Compliance with Terms and Conditions for Federal and State Laws Regarding Current Employees
	Vehicle Servicing, Maintenance, and Repair
	Driver Training and Retention
	Customer Relations Program
	Safety, Security Programs and Risk Management
	Declared Emergencies Plan
	Performance Monitoring and Quality Control Program
	Plan and Schedule for Assumption of the System Operations
	Road Supervision, Vehicle Dispatching and Scheduling
	Intelligent Transportation Systems (ITS)
	Innovative Ideas
	Performance Security and Insurance