

PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be advertised locally in The Ventura County Star newspaper and nationally in Passenger Transport magazine:

Request for Proposals

Ventura County Transportation Commission Regional Intercity Fixed Route Transportation Services RFP No. 17-90164-FR

The Ventura County Transportation Commission (VCTC) is soliciting responses to a Request for Proposals (RFP) dated October 6, 2017, from qualified transportation Contractors willing to operate regional intercity fixed route transit services originating and terminating within Ventura County, designated portions of southern Santa Barbara County, and the Woodland Hills area of Los Angeles County. Service is currently projected to begin on or around August 5, 2018. Services to be provided include fixed route transit services that comply with the Americans with Disabilities Act (ADA) of 1990.

Copies of the RFP may be obtained from the VCTC website, <http://www.goventura.org/?q=about-vctc/working-with-vctc> beginning Monday, October 9, 2017. **A pre-proposal conference will be held December 6, 2017, 9:30 a.m. local prevailing time at the Pacific Conference Room of Ventura County Government Center, 800 South Victoria Street, Ventura, CA. 93003.** Attendance is not mandatory; however, VCTC anticipates that discussions at this conference will be an important part of the overall procurement process. Interested parties are asked to e-mail a copy of any questions regarding this procurement prior to the pre-proposal meeting to Mr. Aaron Bonfilio, Program Manager at abonfilio@goventura.org. Questions received after the pre-proposal conference must be submitted in writing and received before December 20, 2017, at 4:00 p.m. local prevailing time.

The deadline for proposal submission is 1:00 p.m. PST on February 14, 2018. Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed "nonresponsive" and discarded.

Ventura County Transportation Commission

Request for Proposals:

VCTC Intercity Transit

Regional Fixed Route Service

RFP No. RFP No. 17-90164-FR
October 6, 2017

Optional Pre-Proposal Meeting: Wednesday, December 6, 2017
Submission Deadline: Wednesday, February 14, 2018 (1:00 PM PST)



REQUEST FOR PROPOSALS (RFP)
VCTC Intercity Transit
Regional Fixed Route Service
FOR THE
VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
October 6, 2017

Table of Contents

1. INTRODUCTION	8
1.1. OVERVIEW.....	8
1.2. DESCRIPTION OF EXISTING SERVICES.....	9
1.2.1. SERVICE AREA CHARACTERISTICS	9
1.2.2. FARE STRUCTURE	12
1.3. DESCRIPTION OF THE FLEET	12
2. SCHEDULE OF EVENTS.....	13
3. MINIMUM QUALIFICATIONS.....	14
3.1. COMPANY PORTFOLIO AND FINANCIAL BACKGROUND.....	14
3.2. MINIMUM PROPOSER’S EXPERIENCE	14
3.3. STAFFING AND ORGANIZATION	14
4. CONTRACT TERMS TO BE INCLUDED IN THE AGREEMENT	15
4.1. PRICE FORMULA.....	15
4.2. CONTRACT PERIOD	16
5. EVALUATION OF PROPOSALS	16
5.1. MANDATORY REQUIREMENTS.....	16
5.2. EVALUATION PANEL.....	17
5.3. EVALUATION CRITERIA.....	17
5.4. QUALIFICATION OF PROPOSER (25 Points).....	17
5.5. QUALIFICATION OF PROPOSED STAFF (25 Points)	19
5.6. OPERATING METHODOLOGY (20 Points).....	21
5.7. COST EFFECTIVENESS (30 Points).....	24

5.7.1	COST PROPOSALS.....	25
5.7.1.	INCREASE OR DECREASE OF REVENUE SERVICE	26
6.	PROPOSAL FORMAT AND EVALUATION.....	27
6.1.	COVER LETTER.....	27
6.2.	INFORMATION	28
6.3.	SUBMISSION OF PROPOSAL	28
6.3.1.	PROPOSAL FORMAT	28
6.3.2.	NON-COMPLIANT PROPOSALS.....	29
6.3.3.	PRE-PROPOSAL CONFERENCE (Optional).....	29
6.3.4.	SUBMISSION OF QUESTIONS	29
6.3.5.	SHORT LIST	30
6.3.6.	ORAL INTERVIEWS.....	30
6.3.7.	FORCED RANKING	30
6.3.8.	ACCEPTANCE OF TERMS AND CONDITIONS.....	31
6.3.9.	AWARD OF CONTRACT.....	31
6.3.10.	APPROVAL OF RECOMMENDED RESPONDENTS.....	31
6.3.11.	CONFERENCE DURING THE PROPOSAL PERIOD.....	31
6.3.12.	ADHERENCE TO RFP FORMAT	31
6.3.13.	PROPOSAL CONDITIONS AND LIMITATIONS.....	32
6.3.14.	PROPOSAL INTERPRETATIONS AND ADDENDA.....	32
6.3.15.	EXECUTION OF PROPOSALS	32
6.3.16.	TERMS OF WITHDRAWAL	32
6.3.17.	DISPOSITION OF PROPOSALS	32
6.4.	LIMITATIONS	32
6.5.	INCORPORATION OF RFP AND RESPONSE IN CONTRACT	33
7.	SCOPE OF WORK	33
7.1.	OVERVIEW.....	33
7.2.	PERSONNEL.....	33
7.2.1.	PROJECT PLAN AND STAFFING	34
7.2.2.	REQUIRED POSITIONS.....	35
7.2.3.	MECHANICS.....	38

7.2.4. VEHICLE OPERATORS.....	39
7.3. DRUG FREE WORK PLACE.....	41
7.4. REVENUE VEHICLES.....	42
7.4.1. CONTRACTOR PROVIDED REVENUE VEHICLES.....	42
7.4.3. RADIO COMMUNICATIONS SYSTEM	43
7.4.4. ON-BOARD TECHNOLOGY AND ROUTE MANAGEMENT SYSTEM	43
7.4.5. VEHICLE CONDITION	44
7.4.6. BUS-SIDE ADVERTISING.....	44
7.4.7. APPLICABLE CODES AND REGULATIONS.....	44
7.5. MANAGEMENT.....	45
7.5.1. OPERATING STANDARDS.....	45
7.5.2. PERSONNEL STANDARDS	45
7.5.3. FARE COLLECTION AND ACCOUNTABILITY.....	46
7.5.4. SAFETY AND SECURITY REQUIREMENTS.....	48
7.5.5. TRANSIT YARD ACCESS MANAGEMENT STANDARDS	49
7.5.6. VCTC REGIONAL TRANSIT INFORMATION CENTER AND COMPLAINT SYSTEM	51
7.6. CONTRACTOR REPORTS	51
7.6.1. TIMELY SUBMISSION OF REPORTS.....	52
7.6.2. CONTRACTOR REQUIRED REPORTING	52
7.7. MAINTENANCE OF REVENUE VEHICLES.....	55
7.7.1. GENERAL REQUIREMENTS	55
7.8. MAINTENANCE PROGRAMS.....	60
7.8.1. PREVENTIVE MAINTENANCE OF VEHICLES AND SAFETY INSPECTION.....	60
7.8.2. CLEAN OIL SAMPLE.....	61
7.8.3. PREVENTIVE MAINTENANCE OF AIR CONDITIONING SYSTEMS	61
7.8.4. PREVENTIVE MAINTENANCE OF LIFT/RAMPS EQUIPMENT.....	61
7.8.5. VEHICLE CLEANLINESS.....	61
7.8.6. GRAFFITI.....	62
7.8.7. REPAIR OF ACCIDENT DAMAGE	62
7.8.8. REPAIR OF DESTINATION SIGNS.....	62
7.8.9. REPAIR OF DECALS	63

7.8.10.	PAINTED SURFACES.....	63
7.8.11.	OIL ANALYSIS PROGRAM.....	63
7.9.	MAINTENANCE FACILITIES AND EQUIPMENT	63
7.9.1.	REQUIREMENTS.....	63
7.9.2.	ON-SITE FUELING:	64
7.9.3	REVENUE STORAGE AND COUNT ROOM	65
7.10.	ON-TIME, QUALITY AND RELIABLE SERVICE.....	65
7.10.1.	SCHEDULE ADHERENCE.....	65
7.10.2.	OPERATOR SAFETY AND PREVENTABLE ACCIDENTS.....	66
7.10.3.	QUALITY CUSTOMER SERVICE.....	66
7.10.4.	AMERICANS WITH DISABILITY ACT (ADA) REQUIREMENTS	66
7.11.	CONTRACTOR NON-COMPLIANCE OF SCOPE OF WORK.....	66
8.	PERFORMANCE STANDARDS.....	67
8.1.	OVERVIEW.....	67
8.2.	SERVICE PERFORMANCE STANDARDS	67
8.3.	LIQUIDATED DAMAGES DEDUCTED FROM CONTRACTOR MONTHLY INVOICES.....	69
9.	TRANSITION PLAN	69
10.	RETURN OF VCTC OWNED VEHICLES/CONTRACT CLOSEOUT.....	70
10.1.	GENERAL REQUIREMENTS.....	70
10.1.1.	END OF CONTRACT.....	70
10.1.2.	DAMAGES.....	70
11.	RECORDS & AUDITS.....	76
11.1.	AUDIT AND INSPECTION OF RECORDS.....	76
11.2.	MAINTENANCE OF RECORDS	77
11.3.	VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS.....	78
11.4.	RECORDS AND AUDITS OF SUBCONTRACTS	78
12.	GENERAL CONTRACTOR REQUIREMENTS.....	79
12.1.	FTA CONTRACTUAL PROVISIONS	79
12.2.	LIAISON WITH MUNICIPAL AGENCIES.....	79
12.3.	RESERVED.....	79
12.4.	CONTRACTOR INVOICING	79

12.5.	ADDITIONAL OPERATING REQUIREMENTS	80
12.6.	COOPERATION WITH VCTC	80
12.6.1.	PROMOTIONAL USE OF VEHICLES.....	80
12.6.2.	CONTACTS WITH MEDIA/MAJOR INCIDENTS.....	80
12.6.3.	CONDUCT OF SURVEYS AND DATA COLLECTION	80
12.6.4.	ADVERTISING ON VEHICLES	81
12.6.5.	MARKETING.....	81
12.6.6.	VCTC REPRESENTATIVE AUTHORIZATION	81
12.6.7.	VCTC IDENTIFIED MEETINGS AND/OR TRAINING SESSION	81
12.6.8.	OPERATING DURING A DECLARED EMERGENCY.....	82
12.6.9.	NON-DECLARED EMERGENCY SERVICE AND/OR FIELD ASSISTANCE	82
12.6.10.	ROUTE TEST-RUNS	82
12.6.11	OUT OF CONTRACT RATE.....	82
12.7.	SAFETY PROGRAM.....	82
12.8.	Enforced Delay/Force Majeure.....	82
12.9.	GOVERNING DOCUMENT.....	83
12.10.	TAXES AND OTHER CHARGES.....	83
12.11.	BOND AND INSURANCE REQUIREMENTS	83
12.11.1	BOND REQUIREMENTS.....	83
12.11.2	INSURANCE REQUIREMENTS AND INDEMNIFICATION	84
12.12.	PERFORMANCE MONITORING BY VCTC.....	85
12.13.	LIMITATIONS ON SUB-CONTRACTING	86
12.14.	ADDITIONAL REQUIREMENTS	86
13.	TERMINATION OF THE CONTRACT.....	86
14.	RIGHTS RESERVED BY VCTC.....	90
15.	INTERPRETATIONS & ADDENDA	91
16.	WITHDRAWALS	91
17.	EXHIBITS	91
18.	FORMS.....	91

REQUEST FOR PROPOSALS (RFP)

VCTC Intercity Transit

Regional Fixed Route Service

RFP No. 17-90164-FR

1. INTRODUCTION

1.1. OVERVIEW

The Ventura County Transportation Commission (VCTC) invites interested and qualified parties to submit proposals for VCTC Intercity fixed route transit service, as described in this Request for Proposals (RFP). It is critical that interested firms pay close attention to all sections of this document. The language in this document and subsequent amendments, if necessary, supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

The basic objectives of the VCTC Intercity Transit program include:

- Provide regional fixed route intercity transportation service in Ventura county, as well as into Santa Barbara and Los Angeles counties;
- Meet performance objectives established by VCTC;
- Assure that service is safe, reliable, compliant with all service requirements, the Americans With Disabilities Act of 1990 (as amended), federal, state, and local regulations; and
- Assure that service is provided in the most cost-effective and efficient manner.

Through this procurement, fixed route transit is being sought for purchase for a period of six (6) years with provision for optional extension(s) up to three (3) years, either as individual one (1) year options or a single three (3) year option. VCTC shall have the sole right to exercise any option. Award of contract under this solicitation will be made on a “best value” basis to one Contractor.

This RFP does not commit VCTC to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. VCTC reserves the right to withdraw the RFP at any time, the right to reject any and all Proposals, the right, in its sole discretion, to accept the Proposal it considers most favorable to VCTC’s interest, and the right to waive minor irregularities. VCTC further reserves the right to reject all Proposals and seek new Proposals.

1.2. DESCRIPTION OF EXISTING SERVICES

VCTC has offered regional intercity transit service through its VISTA program since its inception, in 1994. Upon marking its 20th anniversary, in January 2015, the VISTA service was rebranded as “VCTC Intercity Transit.”

The VCTC Intercity Transit system includes seven lines that connect the cities and communities of Ventura County and extend into Santa Barbara County to the north and Los Angeles County to the south.

In its provision of VCTC Intercity Transit service, VCTC maintains MOUs and Cooperative Agreements with partnering agencies, including Santa Barbara County Association of Governments (SBCAG) and California State University-Channel Islands (CSUCI). These agreements govern funding requirements, coordination of planning activities, and/or applicable advisory committees. VCTC is also the applicant for federal funds for the intercity transit service.

Span of service for each route varies; including weekdays only, weekdays plus Saturdays, or seven days a week. During the workweek service is heavily concentrated around peak commute times. Service is not provided on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Effective November 2017, VCTC will operate approximately 65,300 and approximately 1,542,000 revenue miles annually.¹ The service is provided with a fleet of 33 vehicles, including spares. Individual schedules of each line are contained in Exhibit 1.

1.2.1. SERVICE AREA CHARACTERISTICS

The VCTC Intercity Transit service area comprises the county of Ventura and extends north into Santa Barbara county as far as Goleta/UCSB, and south into Los Angeles county as far as Woodland Hills/Warner Center.

The system includes seven regional transit lines: *HWY 101-Conejo; HWY 126; East County; Simi/Ventura; Coastal Express; CSU-Channel Islands; and Oxnard/Camarillo Connector*. If a contract is awarded, VCTC reserves the right to adjust lines, routes, service hours and service areas, and to adjust schedules to provide additional and/or modified transit service to special events. In addition, regular service adjustments typically occur at least semi-annually to adjust for changes in service demand, traffic and the school year. For major adjustments, Contractor will be notified not less than 15 calendar days prior to the effective date; for minor adjustments, Contractor will be given as much notice as possible, ideally at least 24 hours’ notice.

The VCTC system schedule is, to the greatest degree possible, arranged to maximize timed transfers to local transit providers, VCTC and regional rail services- Amtrak and Metrolink.

¹ A new route is planned for November 2017; these numbers are inclusive of the new route. See section 1.2.1.4 and Exhibit 2 for more information.

1.2.1.1. Highway 101-Conejo – The *Highway 101-Conejo* line travels the Highway 101 corridor connecting Ventura, Oxnard, Camarillo, Newbury Park, and Thousand Oaks. It extends during peak-hours to Woodlands Hills, Los Angeles. Weekday service operates between approximately 5:00 AM and 9:00 PM. In the morning and afternoon peak service buses run on approximately 30-45 minute headways. During off-peak hours, the headways are between 60-100 minutes. Saturday service operates between approximately 7 AM and 7 PM, with similar headways as described above. Currently there is no Sunday service. *The Highway 101-Conejo* line includes route numbers 50-55.

1.2.1.2. Highway 126 – The *Highway 126* line operates between Fillmore, Santa Paula and Ventura; and extends to the Ventura Pier on weekends. On weekdays service operates between approximately 5:30 AM and 10:30 PM. During morning and afternoon peak service, buses run on approximately 30-45 minute headways. During off-peak, the headways are between 60-120 minutes. Service operates on Saturdays and Sunday from approximately 8 AM to 6 PM. *The Highway 126* line includes route numbers 60-62.

1.2.1.3. East County – The *East County* line provides connections between Simi Valley, Moorpark College, Moorpark, Thousand Oaks and Newbury Park.

Weekday service operates approximately from 6 AM to 7 PM. During morning and evening peak service, buses run on approximately 60-minute headways. During off-peak, the headways increase to approximately 120 minutes. Saturday service operates between approximately 7 AM and 6 PM. Currently there is no Sunday service. The *East County* line includes route numbers 70-73.

1.2.1.4. Simi/Ventura (Demo) – This *Simi/Ventura* line is also referred to as the “East/West.” It is a CMAQ and LCTOP grant-funded demonstration route. Service is slated to launch November 2017 and planned to operate for a three-year demonstration period. (As a demonstration route, service levels are subject to change multiple times during the demonstration period.)

The proposed route will connect Simi Valley, Moorpark College, Moorpark, Somis, Camarillo, Oxnard and Ventura. Service will be Monday through Friday, from 5:45 AM and 8:45 PM. The *Simi/Ventura* line route number(s) is (are) to-be-determined.

1.2.1.5. Coastal Express – The *Coastal Express* connects Ventura and Santa Barbara counties between Oxnard/Ventura, and Carpinteria, Santa Barbara and Goleta. During peak service, the line is structured so some routes serve Santa Barbara and other routes serve Goleta.

Service operates between approximately 4:20 AM and 8:45 PM. During morning and afternoon peak service, buses run on approximately 15 to 20-minute headways. During off-peak, headways vary between 1.5 and 4 hours. Weekend service operates from approximately 7 AM to 7 PM. The

Coastal Express line includes route numbers 80-89.

1.2.1.5.1 - Coastal Express Service Change Option – VCTC partners with Santa Barbara County Association of Governments (SBCAG) for the provision of this line. VCTC and SBCAG members participate in an advisory committee to SBCAG and the Commission called the Coastal Express Policy Advisory Committee (CEPAC). The CEPAC oversees the implementation of the Coastal Express 10-Year Plan and makes recommendations to the Commission regarding fares, budget, service levels and other policy matters. One option under discussion by CEPAC is the potential for the Coastal Express line (estimated to be approximately 31,000 service hours per year) to be operated separately from the proposed contract for VCTC Intercity Transit Service referenced herein, possibly beginning on or after July 1, 2020. This decision would be made by the Coastal Express Policy Advisory Committee and the VCTC Commission and SBCAG Board of Directors. The non-exclusive nature of this proposed RFP and the prospective contract along with the authority for VCTC to adjust schedules as set forth in Section 1.2.1 allows this possible service change. VCTC will notify contractor in writing at least 60 days before this takes place. Form C-II provides a bid alternative that assumes the reduction of 31,000 annual service hours beginning July 1, 2020 and carrying forward through the end of the contract term.

1.2.1.6. CSU-Channel Islands: Oxnard & Camarillo Routes – The *CSU-Channel Islands* line consists of two shuttle routes that serve California State University Channel Islands (CSUCI). These routes are operated on behalf of CSUCI. The routes are known as *CSUCI/Oxnard (C-Street)* and *CSUCI/Camarillo (Metrolink)*. The routes operate Monday-Friday. Service is reduced during the CSUCI breaks and the summer semester.

The *CSUCI/Oxnard* route provides express bus service between the “C-Street Transfer Center” in Oxnard and the CSUCI campus. Hours of operation are between 7:00 AM and 11:00 PM, on 60-minute headways.

The *CSUCI/Camarillo* route provides express bus service between the Camarillo Metrolink Station and the CSUCI campus. Hours of operation are between 7:00 AM and 10:30 PM, on 30-minute headways. The *CSU-Channel Islands* line includes routes 90 and 97.

1.2.1.7. Oxnard/Camarillo Connector (Demo) – The *Oxnard/Camarillo Connector* is a LCTOP grant-funded route, which is currently in the second year of a three-year demonstration period. This route connects Oxnard, Camarillo, and CSUCI. It operates seven days a week, on varying headways. This route operates under route #96. (As a demonstration route, service levels are subject to change multiple times during the demonstration period.)

1.2.1.8. Holidays – VCTC observes six (6) holidays each year when there will be no service: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

VCTC may adjust the holiday schedule and service levels in the future.

1.2.2. FARE STRUCTURE

VCTC may accept the following fare media during the contract: cash (coin and bill), transfers, paper passes (magnetic and flash), smart-cards, QR-encoded passes and other mobile fare media. Currently, cash fares are based on two criteria: *distance (i.e. route service area)* and *rider classification*. Additional fare media options are available such as single and multi-ride tickets, day passes, and monthly passes. VCTC accepts transfers from and issues transfers to VCTC and designated transit operators. Children under five or personal care attendants (PCAs) do not pay a fare with a fare paying passenger. See Exhibit 3 for current VCTC Intercity fares. VCTC reserves the right to honor additional fare media (including other transit operator passes and transfers, pre-approved employer or university identification badges, etc.).

VCTC is contemplating a fare increase that could be in effect at the commencement of the new service (July 2018). Fare policy, media, and farebox technology may change during the term of this agreement.

1.3. DESCRIPTION OF THE FLEET

The VCTC Intercity Transit service fleet consists of thirty-three (33) 45-ft over-the-road motor coaches. Vehicles are equipped with headsigns, Genfare Odyssey fareboxes, AVL systems, onboard video surveillance, and Wifi systems. Current weekday vehicles operated in maximum service are 29 and 30 during AM & PM peaks, respectively. Weekend peak vehicle count is approximately 13 vehicles. VCTC currently owns seventeen (17) of the fleet vehicles, and plans to purchase two replacement motor coach, and one additional expansion motor coach, for a total of twenty (20) VCTC-provided vehicles. The current contractor, Roadrunner Management Services (Roadrunner) owns or leases the remaining sixteen fleet vehicles, which are 100% dedicated to the VCTC service. See Section 7.4 for further information regarding the availability of buses under the new contract. The selected contractor will provide all remaining buses required for the service required in the RFP. (See Section 7.4.1. and Form E Vehicle Certification).

1.3.1 Potential Assumption of Motor Coach Contracts

The current vendor owns or leases sixteen fleet motor coach vehicles that are used to provide VCTC Intercity services. Roadrunner owns two of the sixteen dedicated vehicles, which are fully paid for. Fourteen of the vehicles are subject to existing leases (10) and purchase agreements (4). Proposers should review the agreements related to these vehicles, which will be made available by VCTC for confidential review. As set forth in Section 5.7.1, VCTC is requiring that the Proposers included three options for their Fixed Monthly Rate bid amounts. One option (Fleet Option A) assumes that the Proposer assumes the leases and purchase agreements for these 16 vehicles from the current intercity services contractor. The second option (Fleet Option B) assumes that Proposer rents the buses from VCTC at not less than the costs set forth in leases and purchase agreements including any balloon payment obligations. The third option (Fleet

Option C) assumes that the current contractor cannot or elects not to allow assignment of some or all of the vehicles and the Proposer must acquire new buses to replace those that cannot be assigned to the Proposer.

Irrespective of the option exercised, VCTC will provide twenty (20) vehicles: two replacement buses for the two departing Roadrunner vehicles, one expansion bus to improve the spare ratio, and seventeen of the current VCTC vehicles. The twenty VCTC vehicles are MCI Motor Coaches.

2. SCHEDULE OF EVENTS

VCTC intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite VCTC's best intentions, delays may ensue and consequently, the schedule could be affected. VCTC shall make every effort to keep all interested individuals and entities informed as to changes in the schedule by posting updates to the VCTC website. The Commission does not guarantee the below schedule and reserves the right to modify the schedule as necessary. Any modifications will be posted on the Commission's website at www.goventura.org.

At the time of issuance of this RFP, the following schedule will apply:

October 6, 2017	Commission authorized RFP
December 6, 2017	Pre-proposal Conference
December 20, 2017	Last Day to Submit Questions Regarding RFP
January 19, 2017	Answers to written questions posted
February 14, 2018	Proposals Due Date (1:00 PM)
February 15, 2018	Start of proposal evaluation period
March 21, 2018	Short-list determination/Invitations issued for oral presentations (as-needed)
April 2-4, 2018	Oral presentations, as needed (1-2 hours each)
April 5 -19, 2018	Best and Final Offers (as needed)
May 4, 2018	Commission Meeting / Vote for authorization to award the contract and enter into final negotiations
June 1, 2018	Commission Meeting / Vote for authorization to execute contract/ Issue Notice to Proceed
August 5, 2018	First day of service

NOTE: All updates and addendums will be posted to the VCTC Website and your attention to that website is required to access this information. The website address is: www.goventura.org.

The above **Pre-proposal Conference** will be held December 6, 2017, 9:30 a.m. local prevailing

time at the Pacific Conference Room of Ventura County Government Center, 800 South Victoria Street, Ventura, CA. 93003.

3. MINIMUM QUALIFICATIONS

3.1. COMPANY PORTFOLIO AND FINANCIAL BACKGROUND

Proposers must demonstrate that they have the resources and capability to provide the equipment, materials and services as described herein. All Proposers must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected.

Proposers must submit sealed with their original proposal a detailed company portfolio which includes:

1. Bank/credit references
2. On-going projects and a summary of all pending litigation in which the company is or may be directly or indirectly involved
3. Independent, audited, third-party financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) full years to reflect the financial condition of the proposer

Failure to submit the above documents will result in disqualification.

3.2. MINIMUM PROPOSER'S EXPERIENCE

Proposers must have a minimum of five years' experience in performing municipal transit services similar in size and scope to the transit services required in this RFP, and must be able to furnish proof of ability to perform the terms of this proposal.

Proposer must provide a list of clients, their addresses and telephone numbers, for whom the proposer has performed service similar to those described in this RFP. Also include a description of all those similar services. In addition to this list, each Proposer shall provide a minimum of three (3) references from similar contracts executed in the past five (5) years. (References must complete the Mail-in Reference Questionnaire, Attachment H).

3.3. STAFFING AND ORGANIZATION

Proposer must submit for the VCTC's review and acceptance an organizational chart showing the proposed organization established by the Proposer for the performance of the work including:

1. Lines of authority, responsibility and communication;
2. Office organizations, if any; and;
3. Names, titles, and functions of all management, supervisory and other key personnel.

Proposer must provide a listing of all required personnel and qualifications for each key position.

A Project Manager or General Manager must be designated and identified, and a detailed resume must be submitted; resumes of all key personnel should also be provided.

VCTC fully expects that the proposed personnel will commence the work once the contract is awarded. Proposer shall not change key personnel unless there is a compelling reason. Should there be a change to the proposed personnel, Proposer must notify VCTC immediately and explain the reason for the change. Upon awarding of the contract, Proposer shall not reassign the key personnel to other projects without VCTC's prior written approval and until satisfactory replacement has been approved by VCTC (see Section 7.2 for personnel requirements).

4. CONTRACT TERMS TO BE INCLUDED IN THE AGREEMENT

4.1. PRICE FORMULA

It is anticipated that the agreement resulting from this RFP, if awarded will be for a fixed per **Gate-to-gate Hourly Rate** for vehicle service (or driver platform) hours (including revenue hours, non-revenue hours – i.e. deadhead and layover/recovery time), and fixed **Monthly Rate** for all fixed non-variable costs as set forth herein below.

Gate-to-gate vehicle service hours will be calculated using the time each revenue vehicle leaves the garage for its approved scheduled service duty each day and until such time as each vehicle returns to the garage at the end of each operational period excluding time for driver lunch breaks. Prior to commencing work under the awarded contract, and again prior to each schedule change, Contractor shall present VCTC a calculation of proposed total service hours (including service hours by driver paddle or duty) for VCTC's approval. Both Parties shall confer and make reasonable efforts to agree on the Gate-to-gate vehicle service hours necessary to perform the printed schedules. In the event that the parties are unable to agree on the Gate-to-gate vehicle service hours, VCTC shall have the right to determine the final Gate-to-gate vehicle service hours and its determination shall be binding on the parties. The approved service hours will serve as the basis for each billing by the Contractor. Any deviation (i.e. an increase or decrease in service hours) must receive prior approval by VCTC before any increase or decrease in service hours is performed and shall be explained in the billing. .

The gate-to-gate hourly rate shall compensate Contractor for all of its variable service costs including but not limited to: all vehicle maintenance costs, all fuel for revenue vehicles, vehicle operators' wages (including any variable workmen's compensation insurance, fringe benefits or other company benefits, including but not limited to medical, dental, or retirement plans), and all of the Contractor's overhead costs. Proposers should anticipate and include in their pricing potential salary increases over the term of the Contract.

The fixed monthly rate (or monthly fee) shall include, but not be limited to, compensation for the following non-variable, fixed costs: administrative services and expenses; all required insurance to operate the services in compliance with this Contract (not provided by the gate-to-gate hourly

rate); costs associated with required and prudent safety and training activities; meetings; wages and benefits for management, supervisors, mechanics, dispatchers, and administrative staff (including any union or company-provided benefits); fixed overhead; vehicle leases or acquisition costs (support and revenue); support vehicle fuel; dispatch equipment; facility costs; payroll and administration; uniforms; supplies; office equipment; and Contractor's office consumables.

4.2. CONTRACT PERIOD

Subject to approval by vote of the Ventura County Transportation Commission, VCTC will contract with a proposer to operate the VCTC Intercity Transit service. The proposer to whom the contract will be awarded shall be required to enter into a written contract with VCTC in a form approved by VCTC's counsel. **The contract agreement shall be in effect for up to six (6) years, August 5, 2018, through July 31, 2024**, subject to the approval of the Ventura County Transportation Commission. The Contract agreement shall provide for optional extension up to three (3) years, either as individual one (1) year options or a single three (3) year option. VCTC shall have the sole right to exercise any option. VCTC reserves the right to change the contract start and/or end dates contained in the RFP.

Term	Start Date	End Date
Base Contract Term (Six Years)	08/05/2018	07/31/2024
Option Year One	08/01/2024	07/31/2025
Option Year Two	08/01/2025	07/31/2026
Final Option Year Three	08/01/2026	07/31/2027

Upon expiration of the base Contract term, rates for contract extension(s) shall be determined by VCTC on April 1st of the year prior to the beginning of each extension. The rates for any extension shall be the bid rates of the prior year of the initial contract, which shall then be adjusted by 80% of the increase or decrease in the Consumer Price Index (CPI) during the previous year. For the purposes of this Contract the, the CPI is defined as the Consumer Price Index for All Urban - LA, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of the adjustment, the CPI (80%) used for each extension year shall be that published for February 1st of the year prior to the extension year rates calculated.

5. EVALUATION OF PROPOSALS

5.1. MANDATORY REQUIREMENTS

All proposals will be reviewed by VCTC or its designee to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission. Those respondents who have submitted proposals deemed non-responsive will be immediately notified.

VCTC reserves the right to ask respondents to cure non-material deficiencies in their proposal and

non-material deficiencies that are cured shall not be the basis of disqualification. The Commission reserves the right to reject all proposals.

5.2. EVALUATION PANEL

Evaluation of the proposals will be made by an Evaluation Panel appointed by the VCTC. VCTC will appoint a Panel Chair from among the Panel. The Evaluation Panel shall examine each proposal which meets the mandatory requirements and recommend a contractor to the VCTC. The recommendation must receive the approval by vote of the Ventura County Transportation Commission in order for the contract to be awarded.

5.3. EVALUATION CRITERIA

This is a “best value” procurement. It is not a low-bid procurement and price is only one consideration in the evaluation process. Written proposals for responsive proposers will be evaluated using the criteria in Sections 5.4 to 5.7 below and points will be awarded a maximum of 100 points. VCTC will award Proposers with ten (10) additional bonus points if they declare as part of their written proposal that they will retain the employees of the prior contractor for a period of not less than ninety (90) days, pursuant to the State of California Labor Code Section 1072 Chapter 4.6., Public Transit Services Contracts, subdivision (a). See Exhibit 6 for covered employees.

Up to twenty-five (25) points will be awarded based on for the qualification of the proposer and the proposer’s past history of successfully operating similar municipal transit service to those described in the RFP including VCTC service. Up to twenty-five (25) points are allocated for the qualification and experience of the proposed team. Up to another twenty (20) points will be awarded for the operating methodology, that is, the proposer’s effective use of personnel and resources to ensure quality service delivery. Up to thirty (30) points will be awarded based on the cost effectiveness of the proposal.

Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

5.4. QUALIFICATION OF PROPOSER (25 Points)

Proposers must furnish proof of ability to perform the terms of this proposal. This section should contain a list of clients, their addresses and telephone numbers, for whom the proposer has performed services similar to those described in this RFP. Also include a description of all similar services.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in VCTC’s evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

5.4.1. QUESTIONS

- a) What is the general character of work performed by your firm? Explain.
- b) List other municipal contracts, including the contract information (agency, contact person(s), telephone number, email address, contract number, etc.) awarded to your firm where services were similar in scope, size or discipline. Include fleet size, type of vehicle, annual revenue hours, frequency, span of service and annual contract cost. Describe similarities and differences of each of these services compared to the service contained in this RFP.
- c) Prior to pursuing a service contract, what research does your firm execute in the area to be served? Please describe your knowledge of the service area associated with the contract we are evaluating.
- d) What performance standards have your firm established for its contract operations? What goals have been set and what has been attained? Include concrete examples.
- e) Who at your firm will oversee the designated project manager, safety manager and maintenance manager and will provide regional or corporate responsibilities for this contract? What is their experience? Explain.
- f) Many firms have adopted a profile for the managers they hire. Does your firm have such a profile? Explain. What professional development programs or additional training do you provide your managers and would you provide over the life of this contract?
- g) How is the performance of your managers and other contract management personnel evaluated?
- h) Has your firm ever failed to complete any contract awarded to the firm? Has your firm ever defaulted or been terminated from a contract? If yes, please give details.
- i) Has your firm received any "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past 2 years? If so, please explain in detail.
- j) Does your firm have established relationships with bus manufacturers and other suppliers to the public transit industry? Explain.
- k) What is your firm's experience establishing and/or using a management information system (MIS)? What is your firm's experience with FTA reporting and the National Transit Database (NTD), including sampling and annual reporting? Discuss in detail.
- l) What is your firm's experience establishing and/or using Intelligent Transportation Systems (ITS): such those related to Automatic Vehicle Location technology; planning, scheduling

and/or dispatching software; onboard video surveillance systems; and, farebox and smartcard/mobile ticketing systems? Please elaborate regarding your firm's experience with Genfare fareboxes, and your firm's associated maintenance program.

- m) Has your firm ever failed a California Highway Patrol (CHP) facility inspection? If so, describe the circumstances and the actions taken to address the issue(s). Please provide photocopies of the last three CHP inspections from all existing facilities in California overseen by your regional maintenance staff that will be responsible for overseeing this project, including all pages of the complete report and the summary page.
- n) Does your firm currently have in place an employee drug and alcohol testing policy which is in compliance with the Federal Transit Administration (FTA) and the U.S. Department of Transportation (49 CFR Part 655; 49 CFR Part 40)? Please provide a copy of your current policy.
- o) What are your firm's policies and procedures relating to operator safety and adherence? What is your plan to address preventable accidents? Explain. How do you propose to enforce compliance with such policies and procedures? Explain.
- p) What are your firm's policies and procedures for documentation, investigation and follow up of an accident and/or incident? Give examples of a common passenger-related incident and how your firm would handle it. Do the same for a vehicle accident. Describe your firm's definition of an "accident."
- q) What is your firm's experience with handling—and policies and procedures for—critical weather events and/or declared state or national emergencies? Give examples of up to three events/emergencies and how your firm handled them.
- r) What is your firm's experience with alternative fuel technologies, such as battery-electric vehicles, implementation of biofuels, clean-air technologies or other zero-emission or renewable energy systems?
- s) Provide additional information regarding your firm that your firm believes will assist VCTC in better evaluating your firm.

5.5. QUALIFICATION OF PROPOSED STAFF (25 Points)

This section includes a listing of all required personnel and qualifications for each key position. A Project Manager (i.e. General Manager) must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. The project manager and ALL other key personnel identified below must be 100% dedicated to this project. Proposers shall complete VCTC's Minimum Position and Staffing Certification (See Form D) and include it with the proposal. An organizational chart of management personnel that clearly identifies lines of authority shall also be included in this section.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in VCTC's evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

5.5.1. QUESTIONS

- a) Who will be the Project Manager, also referred to as General Manager, for this project? Explain this person's background, education, experience and include a resume that details at least the last five places of employment.
- b) What are the tasks to be assigned to the General Manager of this project and the percentage of time that will be devoted to each of these tasks (see Section 7.2).
- c) Who will be the Assistant General Manager/Operations Manager? Explain this person's background, education, experience and include a resume.
- d) What tasks are to be assigned to the Assistant General/Operations Manager (see Section 7.2)? What percentage of their time of will be devoted to each of these tasks? Explain.
- e) Who will be the Safety and Training Manager? Explain this person's background, education, experience with DMV CDL testing, FTA drug and alcohol requirements, and include a resume.
- f) What tasks are to be assigned to the Safety and Training Manager (see Section 7.2)? What percentage of their time of will be devoted to each of these tasks? Explain.
- g) Who will be the Maintenance Manager for this project? Explain this person's background, experience and include a resume. Describe this person's familiarity with the fleet equipment to be provided/operated; such as, vehicles, ITS, fareboxes, etc.
- h) What tasks are to be assigned to the Maintenance Manager of this project (see Section 7.2)? What percentage of their time will be devoted to these tasks? Explain.
- i) Who will be the staff person(s) responsible for data reporting required by VCTC? Explain this person's experience reporting FTA-NTD data, administering AVL systems, utilizing scheduling software and tracking fleet maintenance data.
- j) Provide an organizational chart for this project and a separate organizational chart for your firm and the division that will be in charge of this project.
- k) List the number of drivers, mechanics, parts clerk, dispatchers, road/field supervisors, clerks, etc., that you are proposing to assign to the project (See Section 7.2). The list must indicate the number of employees in each relevant classification (i.e., journeyman mechanics,

mechanic helpers, washers, etc.) and their certifications/qualifications. Of those, identify any part-time non-driver positions that are projected to work less than full-time, i.e. less than 35 hours per week.

- l) Submit a summary of ALL proposed staffing (see Minimum Staffing Level Certification, Form D

5.6. OPERATING METHODOLOGY (20 Points)

A technical proposal must be provided describing the Proposer's method and resources to perform the work described in this RFP. This section should describe how the proposer would make effective use of personnel to ensure quality service delivery. The proposer should discuss, in as much detail as possible, its proposed operational programs, including but not limited to the following: driver hiring, training and evaluation; on-street supervision; adherence to safety guidelines; drug testing policy; preventive maintenance plan; documentation and maintenance of project records, including related to information for State and Federal reporting requirements; response to vehicle breakdowns; American's with Disabilities Act requirements; on-board security; the location and adequacy of the proposed operations and maintenance facility.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in VCTC's evaluation of the proposer. In addition, the responses to the questions will be incorporated into and made a part of the contract. In your proposal, please restate the question followed by your response.

5.6.1. QUESTIONS

- a) What are your firm's operating and maintenance standards and procedures that will ensure high-degree of service quality and help prevent service related problems? How will the performance of drivers, dispatchers, mechanics and other contractor personnel be monitored and evaluated? How will your firm conduct on-going independent random spot checks to evaluate service quality, on-time performance of preventative maintenance inspections, and the quality of the preventative maintenance service? How do you intend to report the results to VCTC?
- b) Where will the proposed operations and maintenance yard be located and what will be the size of the facility? Describe the facility in detail along with any enhancements that exist and/or are being proposed to accommodate staff parking, transit operations, the fueling and maintenance of fleet vehicles at the proposed facility. Provide the facility floorplan and any additional architectural drawings which depict the dimensions of the yard and facility combined. If Proposer will be leasing a property to be used as the operations and maintenance facility for this RFP, a signed letter of intent is required, including a copy of the lease.
- c) What is your firm's proposed fueling plan for the project vehicles? Describe any planned use of on-site dispensing equipment, off-site facilities, wet-fueling, etc. What would be the related costs and/or implementation plan and timeline for necessary equipment and

infrastructure and applicable permitting? Explain.

- d) What is your firm's field supervision program? What will be the quantity, performance and functions of all supervisory personnel? How would you deploy the supervisors and what would their field and/or administrative duties be? (See Section 7.2).
- e) What is your firm's plan for vehicle blocking and run cutting? Explain. Does your firm use specific software to complete this process? Would VCTC staff have access to this software? While VCTC will ultimately approve the contracted vehicle service hours (deadhead, layover/recovery and revenue) and may elect to procure software to assist with the planning process, describe your firm's proposed plans or programs to optimize VCTC's transit service. What baselines or goals do you set? Does your firm have experience with park-outs overnight or during splits, or any other efficiency measures to reduce deadhead? What techniques will you employ given the scope of work for this project? How do you propose using support vehicles for driver lunches, splits, relief etc.? It is VCTC's desire to reduce deadhead and non-revenue time.
- f) What is your driver / vehicle optimization plan? How many runs (i.e. daily unique driver assignments) do you propose operating by type of day? What is the average daily run's length in driver hours or platform time (not including yard time)? Along the same lines, what are the proposed peak vehicle counts? What are the total proposed annual service hours and miles (broken down revenue and non-revenue as defined by NTD)?
- g) What will be the proposed hours of operation of the maintenance facility (sub-divided by weekdays, weekends, mornings and evenings)? How many maintenance personnel will there be for this project during the hours of operation and what would be their classification(s) (i.e. Maintenance Manager, Foreperson, Shop supervisor, "A" level mechanic, etc.? (See Section 7.2)).
- h) The Contractor will provide all non-revenue vehicles for this project. VCTC recommends a minimum of at least two (2) driver relief vehicles (in addition to supervisor and maintenance vehicles) to facilitate driver shuttling for breaks, lunches and vehicle changes. How many total support vehicles does your firm propose? Please differentiate between field supervisory vehicles, maintenance, driver relief vehicles and any other non-revenue vehicles. Describe the make, model, age and mileage of all the vehicles. It is recommended that the supervisory vehicles be wheelchair accessible, e.g. a ramp equipped mini-van.
- i) How do you plan to attract and maintain a quality and experienced workforce for this project? What would be the salary range(s), including the minimum and maximum salary/hourly rates by position? What would be the average hourly rates and benefit packages for each position (broken down by drivers, mechanics, supervisors, and managers by year of the contract). Will these salary and benefit packages be reviewed and updated?

Please describe your plan to address the mandated changes to minimum wages. How do you plan to prevent recruitment challenges and staff turnover? Do you intend to pay, at a minimum, the existing salaries/wages and benefits for all employees of the current contractor affected by State of California Labor Code Section 1072 Chapter 4.6., Public Transit Services Contracts, subdivision (a)? Exhibit 6 contains information concerning existing contractors' employee salaries/wages and benefits as currently known by VCTC.

- j) What is your firm's plan for driver and mechanic hiring, training and evaluation? An in-house driver-training program is required by VCTC, where new driver candidates can be trained to receive their Class B licenses and required endorsements to operate vehicles. Mechanics are also required to receive Class B licenses and required endorsements. What is your firm's plans to meet the guidelines set forth in Section 7.2 for driver training, hiring and evaluation?
- k) How do you plan to meet VCTC's reporting requirements (see Section 7.6)? How do you plan to meet reporting of FTA-NTD information, ADA compliance, Drug and alcohol testing, security reporting, and other required operating and maintenance data?
- l) What is your firm's procedures to be used in the collection, accounting of fares and reporting, including farebox probing, vault "dumping" and accounting practices, security of facility including, the vault dump area, overnight storage of funds, key controls, alarm systems, etc. (see Section 7.5.3)?
- m) What is your firm's proposed drug and alcohol testing policy? (See Section 7.3.) Provide a complete copy.
- n) How will your firm ensure the maintenance of the radio equipment? Radio contact between buses in service and dispatcher shall be maintained at all times. What is your firm's contingency plan in case of radio theft and what would be your field coverage if a radio breakdown occurs while a bus is in revenue service?
- o) What is your firm's plan regarding preventive maintenance of revenue vehicles both VCTC-owned and non-revenue vehicles, including maintenance of the air-conditioning systems, accessibility features such as wheelchair lifts, and onboard ITS technologies (such as headsigns, AVL systems, fareboxes, APC, video surveillance, and WIFI)? Is your proposed preventive maintenance program in compliance with the manufacturer and industry's best practices standard and/or federal, state and local regulation? Explain.
- p) What is your firm's engine and transmission rebuild plans? How many engine and transmission rebuilds does your firm propose to perform annually?
- q) Does your firm have any existing labor contract provisions that may restrict contractor performance and/or contractor compliance?

- r) How does your firm intend to manage on-time performance with breakdowns, congestion, passenger wheelchair loading, etc.?
- s) How would the proposed onboard systems, such as GPS-based vehicle locator system (see section 7.4.4), APC's or fareboxes be used to manage the services? How would the on-board video surveillance system be used to manage the services?
- t) What is your firm's operational and preventive maintenance practices that will help prevent bus fires? Discuss.
- u) What is your proposed Safety and Security Plan (see Section 7.5.5)? Explain in detail.
- v) What is your transition plan between the time that the new contract is awarded and the first day of service? Include a detailed Microsoft project or detailed Gantt chart work plans from Contract Award to First Day of service. Explain how you plan to address issues such as driver training etc. when current fleet vehicles are not available. Explain your experience with, and your proposed plan for vehicle turnover, assuming VCTC or its designee mediates turnover or buyback inspections.
- w) What are your firm's employee scheduling practices with regard to "hours of service" rules and regulations? Describe your experience with, and approach to managing such regulations, including California's Wage Order Nine.
- x) While current contractor employees are not part of a collective bargaining agreement (CBA), please describe your firm's experience with labor agreements, CBA's and MOU's. Please cite specific examples and give pertinent information regarding labor dispute(s); describe how you handled the dispute. Was there a call for work stoppage? How did your firm handle the situation? How was service met? If there was no work stoppage, how would you propose to handle such an issue if work stoppage was called by the union?

5.7. COST EFFECTIVENESS (30 Points)

Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal for the six-year base term. All proposals will be rated based on their cost relative to the lowest-priced cost proposal. The basis for the ranking of the costs shall be as follows:

Lowest Cost Proposal Total / Cost Proposal being evaluated

Example:

\$ Lowest cost proposal= \$40,000,000

\$ Lowest cost proposal percentage= \$40,000,000 / \$40,000,000=1.0

\$ Lowest cost proposal weighted points= 1.0 X 30=30

§ Proposal being evaluated = \$50,000,000

§ Percentage award for proposal being evaluated= \$40,000,000 / \$50,000,000=.80

§ Proposal being evaluated weighted points= .80 X 30=24

The proposal selected shall provide a cost-effective approach that meets the Commission's stated requirements; **however, the lowest price proposal will not necessarily be selected.**

Cost proposals quoted shall be firm for a period of 365 days from the deadline date of this RFP. If a contract is awarded after 365 days, VCTC may include a CPI increase to the proposed Year 1 rate, subject to the approval of the VCTC Commission.

5.7.1 COST PROPOSALS

Complete all Cost Proposal forms and include your response under the title "Cost Proposal." (See Form C, Form C-II and Form C-III.) To ensure a standardized basis for the comparison of various cost proposals, all proposed costs must be specified in accordance with these forms, and cost component sheets. The required forms and component sheets are:

- Form C - Bid Rates and Component Sheet
- Form C-II - Service Increase/Decrease and Component Sheet
- Form C-III - Cost Component Detail Backup re Forms C, C-II

All proposers shall assume the estimated Baseline vehicle service hours contained in Exhibit 2 in preparing their cost proposal. All back-up documentation that reflect how the line item costs were derived, including but not limited to labor costs, facility and equipment costs, administration and overhead costs, transmission and engine rebuilds and start-up costs shall be included. Proposers are to use Cost Proposal forms to propose two fixed rates (Rates): a fixed Gate-to-gate Hourly Rate, and a fixed Monthly Rate. Using the Cost Component Sheets, Proposers are to explain in line item detail the cost components of each.

Gate-to-gate Hourly Rate for firm costs per service hour (service hours or platform time, includes deadhead, layover/recovery, required 10-minute breaks, and passenger revenue hours in revenue vehicle only; excludes duty-free meal breaks, yard time, pre-trip, **shuttle vehicle relief time**, time between split shifts, training, etc.). The proposed hourly rate shall compensate Contractor for all variable costs (for example: vehicle operators' wages, insurances, benefits, overhead; variable maintenance, resources and fuel for revenue vehicles).

Fixed Monthly Rate per service month

The Monthly Rate shall compensate Contractor for all fixed project costs, (for example: insurance; bonding; training; safety meetings; non-variable position such as management, mechanic, dispatch, and related staff wages; vehicle leases; facility costs; overhead costs such as employee benefits, insurances, payroll and administration; uniforms; office equipment; and Contractor office consumables.

VCTC is requiring that the Proposers included three fleet options (Fleet Options A, B, and C) for their Fixed Monthly Rate bid amounts. One option (A) assumes that the Proposer assumes the leases and purchase agreements for these 14 vehicles from the current intercity services contractor. The second option (B) assumes that Proposer rents the buses from VCTC at not less than the costs set forth in leases and purchase agreements including any balloon payment obligations. The third option (C) assumes that the current contractor cannot or elects not to allow assignment of some or all of the vehicles and the Proposer must acquire new buses to replace those that cannot be assigned to the Proposer.

The proposed costs, as provided in this Cost Proposal, will be evaluated as the proposers' most favorable terms and conditions. With regards to the Fixed Rate Fleet Options, VCTC reserves the right to select whichever option it determines is in the best interest of VCTC and Proposers agree to consent to whichever option VCTC selects. In evaluating the proposals, VCTC may communicate with one or more of the proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a proposer is not permitted to supplement or change the original cost proposal, unless so directed by VCTC. Furthermore, VCTC may request just one, some or all Proposers for last Best-and-final offers (BAFO). **The fixed Gate to-Gate Hourly rate and the fixed Monthly Rate shall provide for all costs necessary to provide transit services as defined in this RFP.**

5.7.1. INCREASE OR DECREASE OF REVENUE SERVICE

VCTC may occasionally, at its discretion, increase or decrease revenue service hours to accommodate service demands with written notification to the contractor. These changes may occur, annually, seasonally or as needed.

- For increases or decreases in scheduled service of up twenty percent (20%) additional service hours will be reimbursed using the fixed Gate-To-Gate Hourly Rate submitted on Form C. This variable hourly rate is the cost of operation minus those costs (such as fixed costs) that do not increase as a result of added service. VCTC may reduce or increase scheduled service hours by up to 20% with no resulting increase in the proposed Gate-to-gate hourly rate or the Fixed Monthly Rate. The applicable fixed rate will not change unless VCTC agrees that the increased service hours will necessitate that the contractor obtain an additional revenue service vehicle.

VCTC also reserves the right to increase or decrease the number of service hours indicated in the RFP by greater than twenty percent (20%).

- For increases to revenue service hours that could cause Proposers to obtain an additional revenue vehicle, VCTC reserves the right to revise the approved schedule of service hours to avoid triggering increases to fixed monthly vehicle costs (e.g. for insurance, maintenance or lease payments), such as by eliminating unnecessary non-revenue service time (deadhead or layover).

Proposers shall complete Form C-II to submit the following proposed Rates:

- 1. Proposed Gate-to-gate Hourly Rate and Fixed Monthly Rate if service hours **decrease between 20.01 to 35 percent** from the Baseline service hours per year and if service hours **decrease between 35.01 and 50 percent** from the Baseline service hours per year.
- 2. Proposed Gate-to-gate Hourly Rate and Fixed Monthly Rate if service hours **increase between 20.01 to 35 percent** from the Baseline service hours per year and if service hours **increase between 35.01 and 50 percent** from Baseline service hours per year.

Changes to the proposed hourly rates for service reduction or expansion greater than 50.01% will be subject to negotiation between VCTC and the Contractor.

The Baseline service hours are specified in Exhibit 2 and reflected on Cost Proposal Forms C and C-II.

5.7.1.1. Bi-monthly Review. VCTC and Contractor shall meet no less than bi-monthly (i.e. once every two months) to review annual service hour projections. Any updates to rates approved by VCTC will take effect the immediate following month after VCTC approval. For example, if VCTC approval occurs on January 15th, the effective date of the applicable rate change shall be February 1st.

5.7.1.2 Fleet Expansion. To support service expansion that requires additional vehicles, VCTC reserves the right to obtain additional buses to provide to the Contractor. Proposers shall use the Cost Proposal Forms to propose any incremental costs to the Fixed Monthly Rate for an additional vehicle unit provided by VCTC. This increased payment shall reimburse the Contractor for any and all increases in costs associated with fleet expansion, including but not limited to, insurance(s) and anticipated fixed maintenance, for example.

6. PROPOSAL FORMAT AND EVALUATION

6.1. COVER LETTER

Each proposal must be accompanied by a cover letter that contains the title “VCTC Intercity Transit Service” and a general statement of the purpose for submission and includes the following information:

1. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of proposer.
2. Name, title, address and telephone number of the person or persons authorized to represent the proposer in order to enter into negotiations with VCTC with respect to the

RFP and any subsequent awarded contract. The cover letter shall also indicate any limitation of authority for any person named.

The cover letter must be signed by a representative or officer of the proposer who is authorized to bind the firm to all provisions of the RFP, any subsequent changes, and to the contract if an award is made.

If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice- President and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All above signatures must be original and in ink.

6.2. INFORMATION

It is the Proposer's responsibility to prepare a proposal that is representative of the proposer's qualifications. The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Contractor's qualification. If there is any additional information that would assist VCTC in assessing the proposal better, the proposer should include all such information in the proposal under the title of Additional Information.

6.3. SUBMISSION OF PROPOSAL

Each proposer must demonstrate past and present ability to fulfill the requirements established by this RFP. Each proposer is required to provide detailed information demonstrating an ability to perform the necessary services specified in the RFP.

6.3.1. PROPOSAL FORMAT

Proposals must be tabbed, paginated, and bound in a three-ring binder with a cover letter, table of contents and numbered pages throughout for ease of review by the Evaluation Panel.

Proposals must be in writing and submitted in two parts: 1) "TECHNICAL PROPOSAL" and 2) "SEALED COST PROPOSAL and COMPANY PORTFOLIO", in the quantities and format below.

Part 1 – Technical Proposal:

One (1) original, seven (7) copies, and one (1) electronic-CD copy (or flash-drive) in Portable Document Format (pdf) of the full written proposal, including applicable forms and certifications.

Part 2: Sealed Cost Proposal & Company Portfolio

One (1) sealed original and one (1) electronic CD-copy or flash-drive in Portable Document (pdf) of the (a) Cost Proposal and (b) the Company Portfolio. Packet shall include an enclosure letter which itemizes the Sealed Cost Proposal and Company Portfolio contents and includes a table of contents. In addition, the electronic CD-copy (or flash-drive) must

contain a Microsoft Excel formatted copy of proposer's completed (a) Cost Proposal Forms; (b) Back-up Cost Component Sheets; and, (c) Minimum Staffing Certification. This sealed packet (Part 2) may be included within the Technical Proposal Original.

Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

The original proposal (parts 1 and 2) and copies must be delivered by the date/time specified in Section 2 of the RFP to the following address:

THE VENTURA COUNTY TRANSPORTATION COMMISSION
950 County Square Drive, Suite 207, Ventura, CA 93003
Attn: Mr. Aaron Bonfilio (Purchasing Agent)

The outside of the package containing material regarding this RFP must contain the following designation:

**"VCTC INTERCITY TRANSIT SERVICES REQUEST FOR PROPOSALS
RFP No. 17-90164-FR"**

6.3.2. NON-COMPLIANT PROPOSALS

Persons who hand deliver proposals will be issued a "Notice of Receipt of Proposal." All proposals submitted will be marked with a time and date stamped. Timely submission of proposal is the sole responsibility of the proposer. NO FACSIMILE OR E-MAIL TRANSMITTALS WILL BE ACCEPTED.

Proposals will be disqualified for failing to comply with the submission deadline or the VCTC Administrative Requirements. All proposals hand delivered after 1:00 P.M. on the due date will be returned to the proposers. VCTC reserves the right to determine the timeliness of all proposal submissions.

6.3.3. PRE-PROPOSAL CONFERENCE (Optional)

An optional pre-proposal conference will be held on the date and time stated in the Section 2 of the RFP and all proposers are strongly encouraged to attend. Proposers may submit inquiries in writing or verbally at the conference. Further questions will be answered prior to the proposal deadline date.

6.3.4. SUBMISSION OF QUESTIONS

The Purchasing Agent (noted below) is the only contact for this solicitation. Commission staff will not respond to inquiries by Proposer's or their representatives regarding any aspect of this RFP. Written questions regarding the RFP must be submitted to:

Aaron Bonfilio (Purchasing Agent)
Ventura County Transportation Commission
950 County Square Drive, Suite 207

Questions must be in writing, submitted by email by the date specified in Section 2 to be considered. The questions and the responses will be posted, via an addendum to the RFP, at www.goventura.org. It is the responsibility of proposers to check the Commission's Website (www.goventura.org) for questions and responses related to this RFP.

6.3.5. SHORT LIST

After scoring the written proposals, Evaluation Panel members shall turn in their scores for each respondent to the Chair. Panel members shall not share their scores with other Panel members or any other party. The Chair shall tally and summarize the scores for each Panel member, including him or herself. All proposals that score a minimum average of 70 points from all Evaluation Panel members will be placed on a short list. Notwithstanding the scores, VCTC reserves the right to reject any proposal that fails to receive at least 70% of the maximum points in all four evaluation criteria. Note that these scores only will be used for screening purposes to establish the short list and will not be used in determining the recommended respondent. Should only one proposer meet the above minimum score requirement of 70 points, VCTC reserves the right to make an exception to allow the single next highest scored proposer, to be placed on the short list. In the event that there should be a tie in points among the next highest scored proposers, both proposers shall be included on the short list.

6.3.6. ORAL INTERVIEWS

All respondents on the short list shall be invited to make an oral presentation and highlight the strengths of the proposal. Failure to appear for the scheduled oral presentation shall be grounds for disqualification from the procurement; however, VCTC reserves the right to exercise discretion if there are extenuating circumstances. No proposal may be altered or enhanced during the oral presentation. Evaluation Panel members may ask respondents questions about their proposal. After each oral presentation, each Panel member shall score the respondent using the four evaluation criteria and points from Sections 5.3 to 5.7 and considering both the written proposal and oral presentation (final score). Panel members shall not share scores with anyone else. VCTC reserves the right to schedule more than one interview if VCTC determines that doing so will improve the Panel's understanding of a respondent's proposal.

6.3.7. FORCED RANKING

Each Panel member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Panel member shall still rank the respondents. Equal rankings shall not be allowed. Each Panel member shall turn in both their final scores and summarize the ranking. If a consensus ranking is achieved (i.e. all Panel members rank the same respondent first) then the highest ranked respondent shall be recommended. If a consensus ranking is not achieved the Chair shall convene the panel to discuss the strength and weaknesses of each respondent. After the discussion, each Panel member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved then the highest ranked respondent shall be recommended. If a consensus is not achieved, then

respondent with the highest average rank (with each Panel member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision.

Note that scores only will be used for purposes of forced ranking for each Panel member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

6.3.8. ACCEPTANCE OF TERMS AND CONDITIONS

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP including VCTC's right to select any one of the Fixed Rate options proposed, unless otherwise expressly stated in the proposal. Failure to submit written exceptions to the RFP or standard contract provisions within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

6.3.9. AWARD OF CONTRACT

The proposer(s) to whom the contract is awarded shall be required to enter into a written contract with VCTC in a form approved by VCTC counsel. The form of the draft agreement will be issued as an addendum. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract, however, VCTC reserves the right to further negotiate the terms and conditions of the contract with the selected proposer.

6.3.10. APPROVAL OF RECOMMENDED RESPONDENTS

The Panel's recommendation must be considered and approved by the Ventura County Transportation Commission in order for a contract to be awarded.

6.3.11. CONFERENCE DURING THE PROPOSAL PERIOD

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposer's are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the designated Commission Purchasing Agent or as expressly authorized in writing by VCTC. Violation of this provision may result in the rejection of a Proposer's proposal. After expiration of the time to submit proposals and continuing until a contract has been awarded, all VCTC personnel involved in the project are directed NOT to hold any meetings, conferences or technical discussions with any proposer except as provided in this Section. Proposers shall not communicate in any manner with VCTC personnel regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the Evaluation Panel through the Purchasing Agent. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

6.3.12. ADHERENCE TO RFP FORMAT

The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to this format may be cause for rejection of the proposal as non-responsive.

6.3.13. PROPOSAL CONDITIONS AND LIMITATIONS

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

6.3.14. PROPOSAL INTERPRETATIONS AND ADDENDA

VCTC will send any change to or interpretation of the RFP to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

6.3.15. EXECUTION OF PROPOSALS

If the proposer is a corporation the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-president and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on at least one copy of the proposal that will be submitted to VCTC.

6.3.16. TERMS OF WITHDRAWAL

All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five days (365) days following the deadline date for submission of proposals noted herein.

6.3.17. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of VCTC and a matter of public record once the contract is awarded. The proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Sections 6250 et seq.). Any proposer claiming such an exemption must also state in its proposal that the bidder agrees to defend any action brought against VCTC for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

6.4. LIMITATIONS

Notwithstanding any other provisions of this RFP, VCTC reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of VCTC.

The proposer understands and agrees that VCTC shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP.

Furthermore Proposers shall submit an affidavit that their proposal is genuine, not a sham or collusive, nor made in the interest of any person not therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham bid or to refrain from proposing; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

6.5. INCORPORATION OF RFP AND RESPONSE IN CONTRACT

This RFP, addenda, and the proposal and any presentations, or any part thereof, shall be incorporated into and made part of the final contract. However, VCTC reserves the right to further negotiate the terms and conditions of the contract with the selected proposer. The contract will, in any event, include a maximum “fixed cost” to VCTC. **In the event of any conflict, the terms of this Agreement and the RFP govern over the Proposal unless specifically stated otherwise.**

7. SCOPE OF WORK

7.1. OVERVIEW

The Ventura County Transportation Commission (referred to as “Commission” or “VCTC” interchangeably throughout this RFP) will contract with the successful proposer (“Contractor”). The Contractor shall coordinate, manage, and control all necessary program activities that shall include: providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

The Contractor shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the prior written approval of VCTC. All revenue vehicle drivers must have required State-issued driver permits and endorsements, and completed all required driver trainings identified in this RFP. VCTC will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour for variable costs, less any missed service as well as at a fixed monthly rate for the fixed administrative, facility and vehicle lease costs.

The Contractor shall provide a high quality, customer service oriented fixed-route bus operation. VCTC will monitor the service closely to ensure that all contractual responsibilities are met.

The selected proposer shall abide by and obey all applicable Federal, State, and local laws. The selected proposer must also fully comply with all provisions of the Federal Americans with Disabilities Act (ADA).

7.2. PERSONNEL

The Contractor shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by VCTC. Due to its critical nature, proposers shall discuss in detail how they propose to attract and maintain a high quality labor force, including

wages and benefits (specify), pay-for-performance incentives, work environment, and other efforts to minimize employee turnover and retain qualified personnel.

The Contractor shall be subject to the provisions of State of California Labor Code Section 1072 Chapter 4.6., Public Transit Services Contracts, subdivision (a). Exhibit 6, Current Classifications of Employees covered under the State of California Labor Code Section 1072, describes the current wages and benefits of the incumbent contractor.

The wages and benefits proposed to be offered to the existing Contractor staff shall be included in the proposal. Respondents are encouraged to propose wages and benefits for incumbent contractor staff that are at a minimum, equal to what those employees are currently receiving from the incumbent contractor.

The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to VCTC, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall defend, indemnify and hold VCTC harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. VCTC shall have the right to demand removal from the project, for reasonable cause (to be determined by VCTC), of any personnel furnished by the Contractor. VCTC must be notified in writing of new hires or reassignments of management project personnel. VCTC reserves the right to approve any changes in the contractor's proposed key project staff.

Upon awarding the contract and during the term of the contract, the Contractor shall be responsible for notifying VCTC regarding any changes in proposed personnel duties or hours that deviate from the original proposal. Personnel changes include the following positions: general manager, operations manager, maintenance manager, and safety and training manager. The Contractor shall also report to VCTC the staffing updates on a monthly basis and when any updates or modifications from the original proposal occur. VCTC reserves the right to approve any changes in the proposed personnel duties or hours per this project.

7.2.1. PROJECT PLAN AND STAFFING

Proposers shall provide a plan in the proposal that describes in detail the performance and function of all supervisory personnel and other key personnel. An essential component of this plan should be a list of positions necessary as well as an organization chart to support the provision of the service, including, but not limited to: General Manager, Operations Manager, Maintenance Manager, Mechanics, Dispatchers, Road Supervisors, IT, Vehicle Operators, and other staff as appropriate.

The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: schedule adherence checks, complaint

investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task. Proposers are required to complete the VCTC Monthly Position and Staffing Report as part of their proposal, detailing the proposed duties and annual hours for each position included in the proposal.

In developing a staffing plan, emphasis should be placed on persons with local service experience. That is persons familiar with the VCTC service area. Regarding the retention of staff of the current contractor, care must be taken to ensure that existing operations are not damaged by the new Contractor employing current operations staff before the contract ends.

7.2.2. REQUIRED POSITIONS

Although Proposers have the discretion in creating the non-management staffing levels for this RFP, Proposers are required to have the following positions, at a minimum, outlined below. Note that at a minimum one dispatcher, one road supervisor and two mechanics must be on duty anytime revenue vehicles are in operation.

In the event that the General Manager or any of the other required managers defined in this section, is relocated, terminates employment, or otherwise becomes unavailable to the Contractor, the Contractor immediately shall reassign another company manager to serve in the vacant position until the position is staffed. Additionally the Contractor shall submit the resume of a replacement candidate to VCTC. If the candidate is unacceptable to VCTC, the contractor shall seek another candidate for the position, again subject to VCTC approval.

Any General Manager, Operations Manager, Safety & Training Manager or Maintenance Manager assigned to this Project must remain full time in that position for a period of at two (2) years unless VCTC asks the Contractor to remove the Manager or the Manager permanently separates employment from Contractor. If for reasons other than a permanent separation of employment or emergency, the General Manager, Operations Manager or Maintenance Manager leaves prior to this date, VCTC in its sole discretion may immediately assess liquidated damages equal to one-half (½) times the Manager's annual salary plus benefits, to be collected through a reduction in payment owed the Contractor in the next invoice cycle, or as otherwise agreed upon at VCTC's sole discretion.

Irrespective of the foregoing if for any reason the General Manager, Operations Manager or Maintenance Manager position remains open or not permanently filled for more than sixty (60) days with a qualified, full-time Manager approved by VCTC, a liquidated damage equal to that Manager's monthly salary plus benefits may be immediately assessed by VCTC and collected through a reduction in payment owed the Contractor in the next invoice cycle, or as otherwise agreed to at VCTC's discretion. Such liquidated damage may continue to be collected for each subsequent month in which no permanent Manager is designated and assigned to this contract. The intent of this language is to provide stability and continuity of management for VCTC

services. VCTC does not intend to restrict anyone's career ambitions; however, Contractor and Contractor's manager candidates must recognize that frequent changes of management inflict intangible costs upon the quality of service provided to VCTC.

7.2.2.1. GENERAL MANAGER

The Proposer shall assign a full-time General Manager who will act as the Contract Project Manager and oversee the proper operation of the service. Due to the critical role of the position of General Manager, it is required that this person be identified and his/her resume included in the proposer's response to this RFP. A General Manager designated by the contractor shall be 100% dedicated to the project. VCTC reserves the right to approve any change of the General Manager for this service. The General Manager will provide both on-line supervision and management of the project's accounts and operating records. The General Manager is obligated to dedicate the time and fulltime equivalent hours specified in the proposal.

On-line supervision shall include but is not limited to the following duties:

- Training and scheduling of all regularly assigned project personnel.
- Arranging the assignment of quality back-up personnel whenever necessary.
- Distribution, collection and accuracy of all reports.
- Daily monitoring of ridership and the collection of all fares.
- Supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this RFP and the proposal.

Project Management shall include but is not limited to the following:

- Preparation of monthly summaries of operations data on a line-by-line, run-by-run basis.
- Maintenance of projects accounts.
- Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible penalties, missed or incomplete service.
- Responsible for the complete operation of all dedicated revenue vehicles, including VCTC-owned and Non-VCTC vehicles, including all ancillary equipment, i.e., wheelchair lifts, air conditioning, fareboxes, schedule holders, destination signs, etc.
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to VCTC in a timely manner.

7.2.2.2. OPERATIONS MANAGER

An Operations Manager is required and shall be 100% dedicated to this project. The Operations Manager shall be expected to directly supervise the daily activities of all drivers, dispatchers, and other personnel necessary to support system operations in the provision of services. The Operations Manager will act as the Assistant General Manager, or act as the General Manager in his/her absence. The Operations Manager must be on-site at the proposed facility while service is in operation and at a minimum, be on call on Saturdays, Sundays and evenings. Occasional field work and off-site meetings are expected for this position.

7.2.2.3. SAFETY AND TRAINING MANAGER

The Contractor shall assign a full-time Safety and Training Manager, 100% dedicated to this project, to ensure the safe operation of all assigned vehicles. In addition, the safety and training manager will be responsible for the training of all drivers assigned under this RFP, as well as management of the project's Drug and Alcohol testing program, and facility OSHA compliance. The Safety and Training Manager must at a minimum be on call on Saturdays, Sundays and evenings. Occasional field work and off-site meetings are expected for this position.

7.2.2.4. MAINTENANCE MANAGER

The Proposers shall assign a full-time, 100% dedicated Maintenance Manager for the service to ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. The Maintenance Manager must possess the ability to provide vehicle maintenance supervision, quality oversight, and administrative support.

The Maintenance Manager's responsibilities will include, but not be limited to, the oversight of maintenance personnel, the organization of the maintenance yard, and the tracking of maintenance quality. This should include the tracking and analysis of PMI's, on-time performance, monthly vehicle road calls and breakdowns, engine/transmission fluid usage and fluid samples. This information should be used to evaluate vehicle engine/transmission condition in order to develop engine/transmission rebuild campaigns and maximize the miles between road calls and minimize the miles between vehicle failures.

Proposers are strongly encouraged to include a quality assurance program that will analyze all aspects of the project, including analyzing the work of the maintenance manager, reviewing the maintenance plans and vehicle history to maximize vehicle performance and reliability, reviewing and approving monthly maintenance reports compiled by the Maintenance Manager(s), sample vehicle inspections, customer satisfaction, etc.

7.2.2.5. ASSISTANT MAINTENANCE MANAGER/LEAD MECHANIC

Similar to the Operations Manager, an on-site Assistant Maintenance Manager or Lead Mechanic is required for the project. The assistant maintenance manager's/lead mechanic's responsibilities will include, but not be limited to, assisting the maintenance manager with the oversight of maintenance personnel, the organization of the maintenance yard and various administrative duties. The Assistant Maintenance Manager shall be responsible for supervising the maintenance operation during shifts when the maintenance manager is not at the facility. The Maintenance Manager or Assistant Maintenance Manager must be on-site during normal business hours including AM and PM roll out and at a minimum, be on-call on Saturdays, Sundays and evening service hours.

VCTC requires that there be a maintenance manager or at least an “A” Level Mechanic available to cover all shift times.

7.2.3. MECHANICS

All of the Contractor’s maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedure normally used in servicing mechanical equipment for transit vehicles.

In an effort to address the development of qualified/trained technicians, the Contractor is encouraged to provide training classes that cover one (1) ASE test area per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression / methane detection systems, wheelchair lifts and bus electrical systems. The training program is subject to review and input by VCTC. The emphasis is on the Contractor developing a formal training program that is necessary to maintain highly qualified, well-trained maintenance staff.

The Contractor shall submit electronically to VCTC a monthly list of all mechanic positions with the name of the mechanic assigned to each position, their skill level, ASE certification(s) with their expiration date(s) and changes or vacancies of each position.

It is generally accepted in the automotive and heavy-duty truck and bus repair industry that there are specific skill and qualification levels for maintenance technicians. These various levels are typically designated as:

- A Mechanic I, Mechanic II or Mechanic III
- A 5m, 4m, 3m, 2m or 1m.
- An A Mechanic, B Mechanic

VCTC seeks to define, establish and clarify the specific qualification requirements for maintenance technicians that are proposed by contractors to perform maintenance and repairs on VCTC-owned buses or buses used to provide service on VCTC contracts. The term A level and B level will be used.

7.2.3.1. MECHANIC QUALIFICATION LEVEL AND DEFINITIONS

7.2.3.1.1. A LEVEL MECHANIC

An “A” Level Mechanic is defined as a professional Journeyman Level maintenance technician that has at least four years’ experience as a mechanic and has significant experience in the major systems and subsystems of motor vehicles. The A level Mechanic is capable of safely and accurately performing his/her duties with little or no supervision or correction. A qualified A level Mechanic is capable of performing complex trouble shooting and diagnostic procedures

efficiently by utilizing past experience, logical thought processes and the latest technologies, which include mechanical, hydraulic, electrical and electronic testing equipment.

An A Level Mechanic qualified to work on VCTC vehicles must have the ability to utilize reference materials and other pertinent literature. This includes the ability to comprehend the text, drawings, specifications, and torque requirements, and interpret wiring and air system diagrams.

An A level Mechanic will also be expected to be capable of passing the ASE truck preventive maintenance inspection (T-8 PMI) certification test, as well as, all of the ASE certification tests necessary to become either a certified Master School Bus Technician or a Master Heavy/Medium Truck Technician within two (2) ASE test cycles, which is equivalent to one year.

7.2.3.1.2. B LEVEL MECHANIC

A "B" level Mechanic is defined as a professional maintenance technician that has at least two years' experience as a mechanic and has experience in several of the major systems and subsystems of motor vehicles. The B Mechanic is capable of safely and accurately performing his/her duties with moderate supervision and some guidance from either a lead A Mechanic or a Maintenance Manager. A qualified B Mechanic is capable of performing basic trouble shooting and diagnostic procedures by efficiently utilizing past experience, logical thought processes and some of the latest technologies, which include mechanical, hydraulic, electrical and electronic testing equipment.

A B level Mechanic qualified to work on VCTC vehicles must have the ability to utilize reference materials and other pertinent literature.

A B level Mechanic will be expected to be capable of passing the ASE truck preventive maintenance inspection (T-8 PMI) certification test, as well as, all of the ASE certification tests relevant to their specific duties within two (2) ASE test cycles, which is equivalent to one year. These certifications would be for either the ASE School Bus or Heavy/Medium Truck tests. This means for example, that if a contractor utilizes the B level Mechanic to perform brake jobs on VCTC buses, that mechanic would be required to possess the T4 or S4 ASE certification for brakes. A B level Mechanic will be required to obtain at least the T-8 PMI certification and a minimum of three (3) additional ASE certifications for School Bus or Heavy/Medium Truck within twelve (12) months of hire to be considered a B level Mechanic.

7.2.4. VEHICLE OPERATORS

7.2.4.1. GENERAL REQUIREMENTS

Contractors must supply a sufficient number of properly qualified personnel to operate vehicles and provide the required service. Contractor shall be responsible for using appropriate screening and selection criteria when employing bus operators. Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California Class B (with appropriate endorsements) driver's license and Medical Examination

Certificate, as well as any other licenses required by applicable federal, state and local regulations.

7.2.4.2. VEHICLE OPERATOR TRAINING

Vehicle operators must be trained in all operational procedures relating to the VCTC Intercity Transit system. All training costs shall be the service Contractor's responsibility. The Contractor must provide a program of driver training prior to permitting any driver to operate any bus in revenue service. At a minimum training shall include: *vehicle operation, radio communications, defensive driving, passenger relations, incident and accident procedures, passenger sensitivity and ADA requirements, fare collection and operator MDT interface, route and schedule orientation, and on-time performance requirements*. The Contractor shall also provide an on-going safety program to ensure a safe operating environment. Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to regularly assigned and relief vehicle operators, including substitute or extra-board. Due to the critical importance of customer relations training for drivers, proposers are asked to provide a detailed description of their driver training program, including customer service training. The proposer shall describe how it will maintain a driver sensitivity and empathy-training program directed towards the needs of disabled passengers in compliance with the Americans with Disabilities Act (ADA). The proposer shall also describe its training and communication program for dealing with passenger disturbances, accidents and other incidents. The amount of time dedicated to each aspect of the proposer's drivers' training program should also be discussed, including breakdown of classroom hours and behind-the-wheel hours.

The contractor shall be required to have an on-going refresher driver-training program for existing drivers, and all other staff that may operate a revenue vehicle. The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectation, and other relevant topics. The contractor shall be required to pre-plan a training schedule on an annual basis. A written training schedule with specific topics and objectives will be submitted to VCTC upon request. The Contractor may also be required to hold training that may be pertinent to the issue at the time at VCTC's request. VCTC may choose to audit the contractor new-hire and/or refresher training program, announced or unannounced, as well as conduct training file audits to ensure compliance with training provisions. Such attendance during contractor training shall be for the sole purpose of ensuring that training meets outlined standards and no certificates of completion shall be furnished to VCTC or its representatives. Contractor agrees to allow such attendance at no cost to VCTC.

7.2.4.3. CLEAN AND NEAT APPEARANCE

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform that displays the operator's name, either embroidered or affixed ID badge, the Contractor company name, and the VCTC service logo.. VCTC has the right to approve or disapprove of the operators' uniform to be used for the service.

Maintenance and replacement of uniforms remains the Contractor's responsibility.

7.2.4.4. DEPARTMENT OF MOTOR VEHICLE CHECKS

In addition, the Contractor shall conduct pre-employment DMV checks of all personnel hired for service. The Contractor shall also check DMV records at least every six (6) months and as additional updates are received for accidents, vehicle code violations, and valid driver's licenses of its employees whose job required them to operate vehicles for this project. This information shall be filed by vehicle operator and should be located in a central place. The Contractor shall prepare for VCTC's use every three months, a list of current drivers and their VCTC permit numbers. It is the responsibility of the Contractor that driver's permits be always current.

7.3. DRUG FREE WORK PLACE

Contractor(s) shall comply with:

- **U.S. Department of Transportation (DOT)**
"Procedures for Transportation Workplace Drug and Alcohol Testing Programs,"
49 CFR Part 40 to the extent applicable
- **Federal Transit Administration (FTA)**
"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,"
49 CFR Part 655, to the extent applicable
- **Drug and Alcohol Testing Program**
In the event that any part of the work under this Contract falls within the scope of 49 CFR Part 655, Contractor(s) (as applicable), shall implement all programs required under the regulations including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.
- **Certificate of Compliance**
The Certificate of Compliance with 49 CFR Parts 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit, submitted by the Contractor(s) prior to award, is incorporated as part of the contract documents (see Exhibit 4 – FTA Contractual Provisions).
- **Contractor Oversight**
VCTC will conduct ongoing oversight to ensure the Contractor's compliance with the DOT/FTA regulations during the term of the contract. The Contractor(s) will provide VCTC with a copy of their Anti-Drug and Alcohol Misuse Policy and related forms, quarterly and annual drug and alcohol testing reports, and other information as requested. Non-compliance may result in suspension or termination of contract and/or non-payment of outstanding invoices.

7.4. REVENUE VEHICLES

VCTC has thirty-three (33) over-the-road motor-coaches. These vehicles will be provided to the contractor at the start of the contract as provided for and subject to the conditions set forth in this RFP including specifically section 5.7.1. The Contractor will provide the remaining revenue vehicles in sufficient number and capacity to provide the services as described. VCTC-provided and Contractor-provided vehicles are herein referred to as the "Revenue Vehicles." When not in revenue service, all Revenue Vehicles will be stored in a secure area that is fenced and well-lit with appropriate security. Revenue Vehicles shall not be used on any other service than that specified in this RFP without prior written approval from VCTC. Revenue Vehicles as defined under this RFP will be 100% dedicated to the VCTC Intercity Transit service.

In the event that VCTC provides contractor with additional vehicles or schedule adjustment calls for the long-term reduction in the number of required vehicles, VCTC reserves the right to re-negotiate the Monthly Fee bid rate proposed in Cost Form C. For this purpose "long-term reduction" shall be defined as twelve (12) calendar months or more.

7.4.1. CONTRACTOR PROVIDED REVENUE VEHICLES

The contractor may be required to provide vehicles, in addition to those provided by VCTC, in order to meet service requirements. Recommended fleet size will be detailed by the Proposer (See Form E).

Historically the service has been operated using over-the-road motor-coaches. This is due to both capacity demands and service environment. Unless otherwise noted, Contractor vehicles must have a minimum seating capacity of forty-two (42) ambulatory passengers and two (2) wheelchair positions (with expandable ambulatory seating). All vehicles used in service must be lift or ramp-equipped and comply with the Americans with Disabilities Act of 1990 as amended and meet State of California Air Resources Board (CARB) clean-air regulations. Vehicles must also be equipped with bicycle racks with capacity for at least two bicycles on the front of the vehicle not including available undercarriage space. VCTC reserves the right to purchase additional bicycle rack equipment for contractor vehicles. Contractor shall maintain all VCTC-provided bicycle rack equipment.

Identification on the vehicles must be limited to VCTC and State requirements; no contractor identification may exist except as required by law. VCTC reserves the right to approve/disapprove of vehicle identification.

7.4.2. VCTC-OWNED VEHICLES

The VCTC intercity transit service fleet consists of thirty-three 45-foot over-the-road motor coaches. VCTC currently owns seventeen of the thirty-three fleet vehicles. The current contractor, Roadrunner Management Services, owns or leases the remaining sixteen fleet vehicles, which are dedicated to the VCTC service. These vehicles include 45 foot MCI Commuter Coaches and one Volvo. See Section 1.3.1 and Section 5.7.1 regarding requirements related

assignment of motor coach vehicles owned or leased by the current contractor to VCTC or the Proposer.

7.4.3. RADIO COMMUNICATIONS SYSTEM

The Contractor shall provide and install a two-way radio communications system that will allow for the timely and efficient dispatching, coordinating, and responding to necessary service calls. Each revenue service vehicle, as well as each administrative vehicle shall have a receiver/transmitter installed and operational. In addition, handheld mobile units shall be provided for all street supervisors, vehicles with temporarily inoperative radios and other personnel, as needed. The Contractor shall also provide VCTC managers and support staff with sufficient number of handheld radios to enable VCTC to monitor the Contractor's radio transmissions and communicate during emergencies. The same radio system must be used between all staff and drivers in order to ensure effective communication.

Contractors may propose an alternate radio solution, such as push-to-talk cellular based devices (e.g. "Nextel") that meet the above requirements for staff coverage and continuity of radio communications. Under this scenario Contractor shall provide VCTC managers and support staff with a sufficient number of handheld push-to-talk devices to communicate with the contractor management and/or dispatch center during emergencies. Contractor shall explain the benefit of their proposed radio communication system clearly in their operational plan and cost proposal. VCTC reserves the right to procure and install a two-way radio communications system during the life of this contract.

7.4.4. ON-BOARD TECHNOLOGY AND ROUTE MANAGEMENT SYSTEM

The following on-board vehicle technology is installed or will be installed on all Revenue Vehicles:

- a) Electronic validating fareboxes, provided by Genfare/SPX (GFI)
- b) Automatic vehicle locator system (AVL), currently provided by Nextbus
- c) Automatic passenger counters (APC's)
- d) On-board Passenger Wi-Fi System
- e) On-board digital video surveillance system (DVR)
- f) Headsigns

Contractor will be provided use of AVL and DVR systems. **Contractor staff is required to "login" and/or utilize all on-board equipment to the extent that user login is required for system activation;** such as, driver login of MDTs for AVL, fareboxes and APC's, and dispatcher utilization.

The Contractor operations and maintenance personnel shall cooperate with and assist VCTC by troubleshooting the on-board technology systems and conduct minor maintenance as needed. Contractor shall be responsible for costs associated with warranty support, such as shipment of defective equipment, de-installation, and shelf-unit /spare component reinstallation tasks. Contractor shall be required to maintain fareboxes and revenue security system equipment. See Section 7.5.3 for farebox requirements.

7.4.4.1 PROPOSED TECHNOLOGY

Currently VCTC does not have a GPS based stop enunciator system. VCTC reserves the right to procure and install such a system on all revenue vehicles. In no event does such a system relieve contractor from their obligations under Section 7.10.4 of this document.

VCTC is also considering the purchase of a route management system, capable of handling scheduling, routing and run cutting, such as HASTUS or TRAPEZE. VCTC may elect to offer access or require Contractor utilization. While, VCTC may initially hold training and orientation session(s), Contractor shall be responsible for any computer equipment and on-going training necessary for their staff.

7.4.5. VEHICLE CONDITION

The Contractor shall maintain all revenue vehicles and vehicle equipment in excellent working condition both operationally and in appearance including free from graffiti. The Contractor supplied vehicles must be maintained using the same preventive maintenance, graphic, and cleanliness standards as VCTC-provided revenue vehicles (See Section 7.7).

7.4.6. BUS-SIDE ADVERTISING

VCTC is exploring the possibility of contracting with a private bus-side advertising firm. No such advertising program currently exists. If VCTC should contract with an advertising firm, the Contractor will be required to cooperate with the firm by ensuring access to the Contractor facilities and to all revenue vehicles, including access to for advertising on Contractor provided vehicles. Any and all revenues from advertising shall be the property of VCTC. Separate from any bus-side advertising program, the contractor shall assist VCTC with the installation of interior advertising (car cards or other passenger information).

7.4.7. APPLICABLE CODES AND REGULATIONS

All revenue vehicles required to be utilized for this proposal shall be safe for operation on public streets and freeways over the term of the project, and must comply with all requirements of the California Vehicle Code and all applicable federal and state statutes and regulations, including California Air Resources Board regulations. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety Standards and the California Administrative Code. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the California Highway Patrol as it pertains to the CHP, Title 13. VCTC shall be notified of inspections performed by a governmental agency other than VCTC, which meet or exceed the criteria for inspection established by VCTC. The results of those inspections shall be transmitted to VCTC immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

The Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal

inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify VCTC immediately and state what is being done to correct the deficiency. VCTC reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use or subsequently utilizes which VCTC deems unacceptable.

The Contractor shall maintain the buses in accordance with the guidelines specified in the RFP.

7.5. MANAGEMENT

The Contractor will be held responsible for project management according to specified procedures. VCTC may establish additional rules that are reasonable for operation of this service after consultation with the Contractor.

7.5.1. OPERATING STANDARDS

Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

Service shall be provided as scheduled or according to any adjusted schedule established by VCTC, including route modifications required as a result of a declared emergency. The Contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to VCTC. Proposers shall discuss in the proposal their operational plan for maintaining on-time performance. Proposers shall also discuss in their proposed operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to VCTC.

Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers are to report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to VCTC.

Proposers shall discuss their plan for monitoring service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, driver courtesy, etc. Proposers shall discuss any plans to sub-contract with an independent firm to assist in project monitoring. VCTC reserves the right to approve/disapprove of any plan to sub-contract for this purpose.

7.5.2. PERSONNEL STANDARDS

Regularly assigned drivers or a fully trained backup must be available at all times to ensure

consistent and reliable service.

All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major attractions and regional transit service connections, ADA requirements as it relates to stop announcements and passengers using mobility devices (including wheelchairs and scooters), etc. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

Furthermore, the proposal shall describe how the performance of the drivers, mechanics, and supervisory personnel will be monitored and evaluated. For example, the drivers should be monitored and evaluated in terms of courtesy, security of fares, schedule adherence, and their ability to drive safely; the mechanics should be monitored and evaluated for their timely maintenance, inspection, and repair of project vehicles; road supervisors should be monitored based on a specified number of time checks per month, responding to complaints within the time specified by VCTC, accident/incident management and logging of road supervision hours. If the project manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.

7.5.3. FARE COLLECTION AND ACCOUNTABILITY

Each revenue vehicle will be equipped with a GFI Odyssey validating farebox. . VCTC is exploring the possibility of adding smart-card or mobile ticketing systems.

All fares collected by the operator must be turned in each day. Fares are defined as either (1) actual cash collected and/or (2) actual fare count based on the driver count using the GFI MDT or driver trip sheets. The actual cash collected is to be deposited by the Contractor into a bank account designated by VCTC. In the event that the GFI Data system information is incomplete, the Contractor shall report all boardings by fare category (cash, reduced fare, passes, transfers, ADA, coupon, etc.).

All VCTC pre-paid fare media shall be honored on the VCTC service, along with approved transfers. VCTC reserves the right to change the fare and media. The Contractor will ensure that all drivers are aware of and adhere to the fare structure.

The Contractor shall ensure that all collected revenues are accurately counted. The Contractor shall provide VCTC's Accounting Division with daily deposit slips showing daily deposits of revenues collected. The Contractor must also provide VCTC with ridership information through operation of the Farebox MDT or driver trip sheets. See also Section 7.6.2, Contractor Required Reports.

7.5.3.1. FARE REVENUE COLLECTION AND ACCURACY

The following is a supplement to the Fare Collection and Accountability provisions in the RFP and the Proposal.

7.5.3.1.1. FARE COLLECTION

The Contractor's bus operators or other authorized personnel shall collect from all passengers on each vehicle the amount of fare (including collection of cash, trip tickets, coupons and transfers and notation of the use of any and all passes by type of pass) determined in accordance with Section 7.5.3 of this RFP and the bus service schedules.

The Contractor shall maintain the security of fareboxes and associated revenue collection systems. The Contractor shall not accept from passengers any trip tickets, transfers, passes or non-cash fare substitutes other than those specified by VCTC.

7.5.3.1.2. ACCURACY

The Contractor shall ensure that all collected revenue is accurately counted. The Contractor shall provide VCTC's Accounting Division with a daily receipt as a verification of the revenue collected (see Section 7.5.3) and all ridership figures shall be reported in accordance with this RFP. Contractor is responsible for depositing all cash fares in an account held by VCTC. Contractor shall be responsible for reimbursing VCTC for deposit correction fees charged by the banking institution. Fees charged to VCTC for deposit corrections shall be deducted from the Contractor's following monthly invoice.

7.5.3.2. FAREBOX AND VAULTING SECURITY PROCEDURES

At a minimum, proposers should assume that sufficient space should be available to locate:

- 1) the Genfare Odyssey facility vault
- 2) Garage lane probe system
- 3) Dedicated data system server/computer

The server must be connected to the vehicle lane probe system, as it, communicates via infrared technology with each farebox on-board the revenue vehicles. The wired-probe equipment will have to be placed in an area of the proposed facility that all vehicles pass daily, in order for fare transactions stored in the GFI Farebox system to be downloaded into the facility computer. This data-system must be secured from yard activity/personnel and restricted from all but the proposed management team. In addition, the GFI Farebox Data System computer must be connected properly to transmit data electronically via the Internet daily. The Contractor is responsible for providing internet access.

Contractor provided vehicles must have sufficient space and power to accommodate installation of the GFI Odyssey farebox, including driver MDT. Installation must meet ADA accessibility requirements. The contractor shall make access to the yard and the vehicles available to VCTC staff (or VCTC contractor) for installation. VCTC reserves the right to require the contractor(s) to comply with additional VCTC procedures and requirements.

Proposers shall provide a detailed security plan as part of the proposal that outlines procedures to protect farebox revenues against theft or fraudulent reporting. The plan shall minimally include their experience with the GFI Genfare Odyssey system, and a written description of procedures regarding collecting, counting, and storage of fare revenue. As part of the fare revenue procedures, proposers shall outline methodologies to reconcile revenues with appropriate boardings to evaluate accuracy of ridership counts and revenue collection security. Proposers are responsible for implementing this security plan and VCTC reserves the right to audit the procedure to evaluate its effectiveness.

The Contractor shall be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment. The Contractor shall develop, place into service, and monitor procedures, controls and security devices including security cameras that will prevent theft or expose pilferage. The Contractor is required to submit Bank Deposit Slips as proof of the revenue collected and these must be submitted along with the monthly invoices. Should there be any discrepancies between the actual revenue counts and the estimated revenue counts from the ridership data, and an investigation proves failure to adequately protect VCTC's revenues by the Contractor, then the Contractor is responsible for reimbursement to VCTC.

On-board fareboxes will be probed and bus vaults will be removed and contents deposited into the facility vault unit daily. Two authorized contractor staff must be present at all times in any contractor's vault room for money counting. A video camera must be recording continuously during money counting as well as at the bus pull in area to view farebox vault extraction and deposit. The video recording must be kept for a period of ninety (90) days. In addition, a sign-off procedure must be used to assure active security camera monitoring. This log must be signed off at least three times per week indicating time period of money counting and corresponding monitoring of the count process. The log is kept in the vault for a specified time, and is to be archived and preserved as necessary to assure written documentation of ongoing and uninterrupted compliance. Both video and log records shall be made available to VCTC upon request.

7.5.4. SAFETY AND SECURITY REQUIREMENTS

Proposers shall outline their firm's policy in responding to potential acts of terrorism and specifically how they propose to address these threats for this project. All proposers must detail how they intend on mitigating the risks associated with terrorist acts for passengers, operators, and all other personnel, including surveillance and security of equipment and facilities; coordination of emergency plans with VCTC; tactics and training to assess characteristics of a threat; implementation strategies for emergency response service; contingency plans for facilities and transport of personnel. Contractors will be required to update their Safety and Security Plan on an annual basis and submit to VCTC along with their regular report requirements.

It will be the responsibility of the Contractor to be accountable for the safety and security of the transit operations and to help VCTC promote safety and security principles in their

transit service employees.

7.5.4.1. BUS SECURITY

In order to promote a sense of security among VCTC contracted employees and patrons, all bus drivers shall be required to report to the dispatcher all safety/security threats, verbal/physical incidents, crime, or vandalism immediately after they have been identified. An incident can be described as any of the following:

- Auto accident involving VCTC's revenue vehicle
- Verbal harassment (assault) of the coach operator or any other passenger
- Physical altercation
- Sexual harassment/assault
- Vandalism/graffiti
- Public drunkenness
- Use of illegal drugs or alcohol on the bus
- Smoking on the bus
- Robbery
- Suspicion of a firearm or weapon
- Unruly conduct
- Medical emergency
- Violation of passenger code of conduct

All accidents and incidents must be immediately reported to the appropriate VCTC personnel by telephone no later than forty-five (45) minutes from occurrence. Completed accident and incident investigation reports are due to the appropriate VCTC personnel no later than seven (7) calendar days of occurrence. Reports shall include but not be limited to: operator statement; passenger/witness statement(s); dispatcher log(s); vehicle accident report; post-accident information— including disposition of injured, vehicle damage, and, drug and alcohol testing checklist; and, investigation report by supervisors, including preventability determination signed. All accident/incident reports shall be reviewed and signed by the project manager. The accident/incident report form(s) shall be subject to VCTC's approval.

Each month all accident and incident reports will be compiled and included in the Monthly Report to VCTC. This will allow contracted staff and VCTC staff to evaluate possible safety/security threats, identify patterns and coordinate an action plan. In addition, this record keeping is essential to allow VCTC to file our monthly NTD reports.

7.5.5. TRANSIT YARD ACCESS MANAGEMENT STANDARDS

7.5.5.1. FACILITY & VEHICLE ACCESS GUIDELINES

Vehicle controls can most appropriately be applied at those transit facilities that are not typically open to the public—such as administrative offices, maintenance facilities, and operation control

centers-as a way to deter unauthorized or illegal access. Where required, access to non-public parking should be limited to transit agency vehicles, personnel, contractors, and authorized visitors. This can be accomplished by use of parking lot barriers such as barrier arms, or at a minimum, designation and identification of authorized parking spaces.

The facility should have a process to account for all persons within the facility at any given time. Visitor identification should be displayed at all times and should be visually distinct from employee identification (orange is used by some agencies). Visitor ID should include an expiration date. Return of visitor IDs should be controlled and reconciled daily. Place visitor- accessible locations in buildings away from sensitive or critical areas, areas where high-risk or mission-critical personnel are located.

As the threat level dictates, the facility should develop a verification process to ensure that all persons requiring access to the facility have valid business at the facility. Vendors, contractors, truck drivers, and visitors should be scheduled in advance to the maximum extent possible. If their arrival is not prearranged, entry to the vehicle yard should be prohibited until their need to enter is verified.

A record should be kept of non-transit agency vehicles permitted access to transit yard secure premises.

7.5.5.2. FENCE STANDARDS

Perimeter fences define the physical limits of a facility or controlled area; provide a physical and psychological deterrent to unauthorized entry; channel and control the flow of personnel and vehicles through designated portals; and enhance detection and apprehension of intruders.

The Contractor shall be required to erect security fencing that fully encloses all bus facilities utilized under this RFP. Fencing can range from high-security grill type fencing to cost-effective chain-link fencing. If the security threat is lower or if aesthetics are a high priority, ornamental fencing can also be used if it is properly designed to prevent scaling.

The fence requirements include:

- Perimeter fences and other barriers should be located and constructed to prevent the introduction of persons, dangerous substances or devices, and should be of sufficient height (minimum of eight feet or as restricted by local zoning) and durability to deter unauthorized passage.
- The fence line needs to be inspected regularly for integrity and any damage needs to be repaired promptly.

7.5.5.3. SECURITY LIGHTING

Security lighting increases visibility around perimeters, buildings, storage tanks, and storage

areas, loading docks, as well as in buildings, hallways, and parking lots. It is a security management tool that is applicable in almost all environments within a transit system.

Security lighting allows the operators to visually monitor the lighted areas, making it difficult for someone to enter the facility undetected, and facilitating the apprehension of offenders. Determining which system is appropriate for a given application depends on the identified risk control requirements of the facility.

At a minimum, all access points, the perimeter, restricted areas, and designated parking areas should be illuminated from sunset to sunrise or during periods of low visibility. In some circumstances, lighting may not be required, but these circumstances must be addressed in the facility security plan. The plan must show that the absence of lighting will not adversely impact risk and should include the alternative measures being used.

7.5.5.4. THREAT AND VULNERABILITY ASSESSMENTS

VCTC will conduct a threat and vulnerability assessment of the contractor's maintenance facility(ies) used to provide VCTC transit service. The assessment will determine whether the contractor is in compliance with VCTC's Safety and Security requirements as contained in the RFP and as revised to comply with Federal Transit Administration (FTA) requirements. This Assessment will be completed no later than the end of the first year of the contract. All deficiencies found must be addressed within four months of the completion of the evaluation report.

7.5.6. VCTC REGIONAL TRANSIT INFORMATION CENTER AND COMPLAINT SYSTEM

VCTC staff provides onsite retail and customer related services such as the sale of transit passes, distribution of brochures and providing a toll-free customer service phone number. Contractor is required to regularly coordinate with the Regional Transit Information Center (RTIC) in obtaining route brochures, schedules and maps. Contractor is also required to coordinate with the RTIC on route interruptions that may impact service.

VCTC communicates all complaint information collected by the RTIC electronically. Contractor must ensure that all computer system configuration and on-line, internet services that will accommodate the system. Contractor is required to respond to all complaints within five (5) business days after receipt of the complaint.

7.6. CONTRACTOR REPORTS

VCTC is requiring that the Contractor provide data reporting which will serve as a database to monitor and evaluate productivity of the service and the performance of the contractor. VCTC depends largely on Contractor self-reporting and also enables the Contractor to better evaluate its own performance. Currently, VCTC communicates all data electronically using e-mail and Adobe Acrobat and Microsoft Office suite programs. The success of the VCTC Contractor performance evaluation program is dependent upon the timely and accurate reporting of

essential operating and maintenance information by the Contractor. The Project Manager, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to VCTC.

All Contractor staff responsible for internal reporting must have a computer with High Speed Internet access, Internet Explorer 8, Microsoft Office and Adobe Acrobat available. The Contractor shall be responsible for upgrades of the software and hardware to accommodate the requests of VCTC.

7.6.1. TIMELY SUBMISSION OF REPORTS

The following is a list of required reports to be submitted by the contractor to VCTC. VCTC reserves the right to require additional reports from the Contractor. For daily, weekly and monthly reports the contractor must submit the report to VCTC no later than 10:00 a.m. the following business day of the reporting cycle.

7.6.2. CONTRACTOR REQUIRED REPORTING

NAME OF REPORT	FREQUENCY	DESCRIPTION	WHERE ENTERED	WHAT ARE INCLUDED
Daily Activity Report and Late Log	Daily (& Monthly Summary)	Daily Email Updates RE Road calls, breakdowns, bus exchanges, incidents, accidents, route interruptions, drivers falling behind schedule (10+minutes), traffic, accidents, etc.	Single activity updates sent upon occurrence by email to transit info center (VCTC); All Late Log activity summarized and submitted with monthly invoice for invoice backup and statistical tracking	Date, Vehicle No., Route, Run, Driver Name, Incident Type, Cause, Follow up actions
Pullout & Fleet Availability Report	2x Daily (1st - after AM pullout incl. planned PM pullout, by 10am; and 2nd updated next morning or that evening for final assignment status of prior day)	Vehicles assignments, spares and vehicles placed on hold for the day with reason	Electronic to VCTC	Driver & Run Assignment by Vehicle No., Date, Status of onboard systems, Reason for Hold, Estimated Release Date.
Accident / Incident Reports	Daily (Report due within 7 calendar days)	Any accident/incident involving injuries, passengers or damage to revenue vehicles	Electronic by VCTC (Immediate notification by telephone)	Driver Name, Category, Location, NTD Classification, Preventable/Non-preventable, Status/Disposition, etc.
Daily Deposit Report	Daily (& Monthly Summary)	Day's cash deposits	Electronic to VCTC	Copy of deposit slip for cash farebox revenues

Passenger Complaint Response Report	Daily (response due within 7 calendar days)	Complaints from passengers received by the VCTC Transit Info Center	Electronic to VCTC	Identification of the underlying issue in the complaint and execution of an effective resolution to the issue
Daily Hours By Route	Monthly	Daily accounting of all billable service hours (revenue and non-revenue) by route. - Basis for Monthly invoice	Electronic to VCTC and signed original delivered to VCTC (Miles and Hours report may be combined)	Report of all billable hours by route, including backup hours per driver paddle (block) including hours of service by type: deadhead, revenue and layover, consistent with NTD definitions
Daily Miles By Route	Monthly	Daily accounting of all billable service hours (revenue and non-revenue) by route.	Electronic to VCTC and signed original delivered to VCTC (Miles and Hours reports may be combined)	Report of all mileage by route, including backup miles per driver paddle (block) including miles by type: deadhead, revenue and layover, consistent with NTD definitions
Daily Ridership and Revenue Report by Route	Monthly	Ridership (on and off) by route and stop; Farebox revenue and media type by route;	Ridership data as well as farebox data currently collected on drivers logs; (Fare collection data and boarding data may be replaced during contract by APC and GFI systems reports - daily probe and polling of systems will be required. Report for ridership and farebox may be split pending technology. Manual reporting may be required from time to time. - All logs and non-cash fare media to be delivered to VCTC.	Passenger on and off at each stop by route; Passenger counts by fare type; Collection of all logs and fares (Cash deposited to VCTC account, non-cash counted and collected if appl.- tickets coupons, transfers, pass tags,)
Position and Staffing Training Report	Monthly	List of contractor's staff and current training and certifications (e.g. ASE, TSI, NTI)	Electronic to VCTC	Names, duties, labor hours by classification, hires, departures, training and certifications, etc. Report must be consistent with the staffing levels in the proposal,
Revenue Vehicle Report	Monthly	Schedule of all revenue vehicles for NTD tracking, including peak vehicle count	Electronic to VCTC	Vehicle no. make, model, engine, # gal. of fuel consumed, mileage, seating capacity, accessibility features, VIN, lic. plt, fund source

FTA Major and Minor Service Failure Report	Monthly	Required report to track major and non-major mechanical failures (FTA reportable)	Electronic to VCTC	See requirements on FTA NTD website.
FTA Safety and Security Report	Monthly	Required report to track major and non-major incidents (FTA reportable)	Electronic to VCTC	See requirements on FTA NTD website.
PMI Report	Monthly	Report that shows all PMI work done during the month.	Electronic to VCTC	Vehicle unit number, date of PMI, mileage, noted defects and status
Run Cut / Paddle Report	As needed, no later than four weeks prior to effective change	Master Report of all driver paddles and description re planned changes (*used for updating AVL, GFI and APC systems) <u>ANY CHANGE TO AGREED SCHEDULE OF BILLABLE HOURS SUBJECT TO VCTC APPROVAL</u>	Electronic to VCTC	Run sequence detail consistent with agreed schedule service hours
Survey Trip Sample Summary Sheets	As needed	FTA mandated report designed to meet FTA strict standards of minimum levels of confidence (95%) and precision (10%)	Electronic to assigned VCTC staff	VCTC will provide the sample assignments prior to the start of sampling period. Daily schedule worksheet per route is required at the beginning of the fiscal year. This worksheet includes the scheduled number of trips per direction, scheduled revenue hours and miles per trip and scheduled deadhead miles and hours per day.

Opacity Meter Reading Report	Quarterly	Report to demonstrate compliance with the California Air Resources Board (CARB) Periodic Smoke Inspection Program (PSIP) * If any vehicle fails an acceptable opacity test, per CARB standards, adjustments and/or repairs shall be completed on the engine and a new opacity test shall be performed to document that the repairs corrected the deficiency.	Electronic by VCTC	Contractor shall take opacity meter readings for 25% of the fleet per quarter. There must be a minimum of one opacity reading per vehicle. The results of the readings shall be in each report. The result shall be cumulative and include the current quarter and the previous quarter's reports for the year. All records, including repairs to correct excessive opacity, shall be kept as part of the vehicle file and shall be complete and immediately accessible to VCTC and/or CARB personnel for auditing purposes.
Engines and Transmissions Rebuild Report	Quarterly and Annually	Report listing all engines and transmissions rebuilds of VCTC-owned vehicles	Electronic to VCTC	Vehicle no., date of rebuild, type of rebuild, mileage at rebuild, etc.
California Highway Patrol (CHP) Inspection Reports	Annually	Report that shows the results of CHP inspections.	Electronic to VCTC	Full CHP Report
Insurance Report	Annually	Report to update Contractor's insurance coverage. Must be	Electronic to VCTC	Proof of Insurance coverage per contract requirements

VCTC reserves the right to modify Contractor's reporting requirements and/or data input/delivery method as it deems necessary.

7.7. MAINTENANCE OF REVENUE VEHICLES

7.7.1. GENERAL REQUIREMENTS

7.7.1.1. CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for implementing a comprehensive vehicle maintenance program, as approved by VCTC that is in compliance with the requirements of this RFP. VCTC reserves the right to require additional maintenance standards at its discretion.

Through an approved Preventive Maintenance program, the Contractor shall cause all components of each bus, including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems to be maintained in proper working condition free from damage and malfunction. Any significant bus damage caused in any accident or otherwise shall require the Contractor to immediately repair such damage when it is determined such damage impairs the

proper and safe mechanical operation of the bus. No bus shall be operated in revenue service that has body, paint, or interior damage unless VCTC, due to extraordinary circumstances, has granted special permission. In no event shall VCTC be required to repair, replace, or maintain any bus. The Contractor, at its sole cost and expense, shall maintain stores of and provide fuel, lubricants, repairs, parts, decals, and supplies required for the maintenance and operation of all buses utilized in providing the Contract services.

The Contractor shall be required to negotiate and process all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The Contractor shall be responsible for providing tires for the transportation of all revenue vehicles without additional cost to VCTC. The Contractor will furnish and maintain tires for all vehicles utilized at any time during the term of this contract. In no event shall VCTC be required to provide repair, replace, or maintain any tires for any vehicle during the duration of this contract.

The Contractor shall be required to maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs. Parts such as clamps, lights, hoses, and belts of all variety of sizes and other highly used parts shall be readily available at the contractor's facility. Contractor shall not delay the repair of a vehicle because of a lack of parts.

7.7.1.2. GENERAL REPAIRS

The Contractor shall provide, as required, all general repairs to vehicles provided by this contract. The Contractor will be required to obtain original equipment manufacturer (OEM) parts and supplies. No variance will be allowed regarding OEM replacement parts unless written requests are submitted by the Contractor with all relative documentation to VCTC for review, and subsequent written approval forwarded to the Contractor.

As a result of vehicle repairs, the Contractor shall ensure that all re-assembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes, but is not limited to, wiring configuration and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without the written authorization from VCTC.

Maintenance repairs on buses must be completed within a reasonable amount of time to minimize the time the bus is not available for revenue service. All efforts should be made by the maintenance manager to accomplish this. Adequate maintenance staff levels and shift assignments, proper inventory controls, and established accounts with various vendors are just

some of the resources available to address this issue. Revenue vehicles must be available for revenue service no longer than two weeks (14 days) of the bus being out of service. Consideration will be given for circumstances out of the contractor's control.

7.7.1.3. VCTC-OWNED BUS REPLACEMENT

In the event that a VCTC-owned bus needs to be replaced due to extensive damage resulting from an accident, fire, etc., the Contractor shall be responsible for replacing the damaged vehicle at its own cost. VCTC reserves the right to accept replacement bus proposed by contractor or accept in-lieu cash payment. If VCTC chooses cash payment instead, the cash payment shall be the determined using the following formula:

VCTC Purchase Price for the Unit divided by 12 (12 years life cycle or the age of the bus, whichever is appropriate) multiplied by the Number of Years Left in the cycle plus \$100,000.00 cash.

An additional amount of \$10,000.00 may be imposed if an investigation of the extensive damage reveals that it was a result of a lack of proper maintenance.

7.7.1.4. REQUIRED SERVICE AND MAINTENANCE RECORDS

The contractor shall maintain a "Log Book" as the preferred form that the driver(s) use to do their daily vehicle inspection/defect report. The logbook shall have enough carbon copies so that there is at least one copy for the main record, one copy for the maintenance shop and a copy that remains in the logbook. This logbook must be kept in the bus during the current month and be available for inspection by VCTC. Logbooks must be changed out on the evening of the last day of the month. The previous logbook shall be identified on the cover as to month, year and vehicle number, and shall be archived by the contractor for a period of at least one year.

The Contractor shall be responsible for keeping a vehicle file by vehicle number, documenting all vehicle maintenance to include P.M. scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and engine and transmission rebuilds. The file and all other records must be clear, legible, accurately describe the work performed and completely filled out by the mechanic doing the work. If a third party vendor completed a work, the documentation by the third party vendor must also be included in the vehicle file.

The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall remit complete copies of all vehicle files to VCTC at the end of the Contract. VCTC shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Contractor's facilities for the duration of the Contract.

The contractor shall have a maintenance records system that meets the criteria set forth in this section within 30 days of the start of the contract.

PMI documentation shall include an inspection form that is applicable to the systems/sub-systems of the vehicle being inspected, such as engine, transmission, wheel chair lift, destination sign etc. PMI documentation shall include a maintenance shop repair order that has all the vehicle information (such as vehicle number, date, mileage, etc.), the type of PMI inspection performed (such as A, B, C, D), the defects noted on the inspection, the time charged to do the work, the parts used and any sub-contract work performed. All generated work (defects noted on the inspection) is to be charged out to the same maintenance shop repair order that the preventative maintenance/safety inspection is charged to. PMI documentation shall include the factory form from manufacturer for the inspection/service of the air conditioning system. PMI documentation shall include a separate form for inspection of the fire suppression/methane detection system.

All unscheduled repairs shall have a maintenance shop repair order. The repair order will have the document that generated the request for the repair, such as a driver defect report, attached to it. All road calls shall have a maintenance shop repair order. The repair order shall have a dispatch request attached to it.

In addition to the forms and procedures described above, each vehicle file shall incorporate a "Master Sheet", typically called a hard card, on which all PMI services and unscheduled repairs are recorded briefly. The Master Sheet shall be located at the beginning of the vehicle repair file and shall be identified by vehicle number, VIN number, engine serial number and transmission serial number. The Master Sheet shall include columns to indicate date of repair, vehicle mileage as indicated on both dash odometer and hub odometer, description of the repair or PMI service, what generated the repair (DVIR, road call, scheduled PMI, VCTC audit etc.) and shall be signed by the technician performing the repairs. All Master Sheets shall remain with the vehicle file for the life of the contract and shall be the property of VCTC.

7.7.1.5. SAFETY RELATED ITEMS

The Contractor shall maintain the revenue vehicles in accordance with all safety related requirements set forth in the California Vehicle Code and in all applicable federal statutes and regulations. VCTC, through its own maintenance staff or by a third party auditor, may inspect the vehicles for safety related items. If VCTC finds safety defects in violation of federal and state requirements, VCTC reserves the right to place the vehicle out of service (OOS) and will impose penalties per Section 8.2.

7.7.1.6. QUALITY ASSURANCE

VCTC shall have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles and Contractor's facility

for the duration of the contract.

VCTC shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the provisions hereof. The Contractor shall, upon request by VCTC, immediately remove from operation any bus which is determined by VCTC to not be in compliance herewith and will repair, clean or take any other reasonable action requested by VCTC in order to cause such bus to be in compliance herewith. Nothing in this provision or in any inspection or approval by VCTC of any bus shall relieve the contractor of its obligation to maintain and operate each bus in strict compliance with the provisions hereof. VCTC will establish procedures for the initial inspection and acceptance of all vehicles.

7.7.1.7. CALIFORNIA HIGHWAY PATROL (CHP) TERMINAL INSPECTION

Upon completion of a CHP terminal inspection, the Contractor shall immediately notify VCTC in writing as to whether the Contractor's facility received a satisfactory or unsatisfactory rating from the CHP; the Contractor shall provide a copy of the CHP report to VCTC and indicate what action is being pursued if an unsatisfactory rating was received. These reports shall be submitted to VCTC within 10 working days subsequent to the CHP inspection.

VCTC intends for all its programs to meet or exceed the standards set forth by CHP for the operation of all terminals and vehicles. The Contractor shall maintain its terminal and vehicles so as to pass a CHP inspection regardless of whether or not the CHP inspects Contractor owned or VCTC-owned project vehicles.

Performance penalties of \$500 shall be assessed for any VCTC project vehicle placed out of service for safety related reasons by the CHP.

Performance penalties of \$3,000 shall be assessed for failure to pass a CHP terminal inspection with a satisfactory rating regardless of whether the CHP inspects Contractor-owned or VCTC-owned project vehicles.

Failure to pass a CHP terminal inspection on two (2) occasions during the contract period with a satisfactory rating shall deem the Contractor to be in non-compliance with the contract and may result in contract termination.

7.7.1.8. COMPUTERIZED VEHICLE MAINTENANCE INFORMATION SYSTEMS (VMIS)

If proposers have, or plan to acquire, a vehicle maintenance reporting system they are encouraged to include a discussion of this system, including a discussion on whether this system provides staff with the ability to prepare and submit reports on all scheduled vehicle maintenance, parts utilization, fueling and repair activities. The discussion should also include

whether this system has the ability to download updated information on a daily basis, and whether VCTC staff can have remote access to the system.

7.7.1.9. VEHICLE MILEAGE UPDATE

The Contractor shall be responsible for preparing and updating, on a quarterly basis, a vehicle mileage update for all of the service vehicles. The Contractor shall additionally report the accumulated mileage on each vehicle and provide an annual report of mileage per vehicle.

In the event that either a dash mounted speedometer or a hubdometer requires replacement, the contractor shall have the vendor pre-set the mileage indicator to correspond with the mileage on the unit being replaced.

7.7.1.10. ENGINES AND TRANSMISSION REBUILD UPDATE

The Contractor shall be responsible for preparing and updating, on a quarterly basis, a list of all engine and transmission rebuilds and the completion dates for each rebuild on each VCTC provided vehicle. The Contractor shall also provide an annual report representing the total engine and transmission rebuilds for the year and the completion dates of each.

7.8. MAINTENANCE PROGRAMS

7.8.1. PREVENTIVE MAINTENANCE OF VEHICLES AND SAFETY INSPECTION

In the response to this RFP, proposers shall outline in detail a complete and comprehensive preventive maintenance and safety inspection program.

The maintenance program submitted by proposers for VCTC issued vehicles shall meet or exceed the manufacturer's recommended or specified guidelines, including all "add-on" equipment installed by a second stage manufacturer. When two service categories are provided by the manufacturer such as "normal service" and "severe service", the severe service category guidelines will be used in establishing the PM program by the contractor. In addition, all maintenance work shall conform, but not be limited, to the requirements of the California Vehicle Code and applicable federal statutes and regulations. Where a conflict exists between federal, state, local or the manufacturer's recommended or specified guidelines, Contractors shall apply the more stringent requirement.

All Revenue Vehicles shall have a preventative maintenance/safety inspection including complete vehicle lube, performed every 3,000 miles or 45 days, whichever occurs first. The engine, transmission and differential service that may be included will be determined by application. Refer to the following sections for specifications. Specific service requirements for various systems/sub-systems that may be included will be determined by application.

7.8.2. CLEAN OIL SAMPLE

The Contractor shall send a clean oil sample to an independent laboratory at least once a year to verify that the oil being used meets the manufacturer's specifications and keep the results on file at the location. * Note: the clean oil sample is separate from the engine and transmission oil samples done during PM cycle.

7.8.3. PREVENTIVE MAINTENANCE OF AIR CONDITIONING SYSTEMS

The Contractor shall provide a separate preventive maintenance program for the vehicle HVAC system that meets or exceeds the manufacturer's recommended or specified PM program. This PM program shall be submitted within the response of this RFP. Every bus shall have a safe, effective defroster and heating system. Defrosters and heaters shall be fully functional at all times.

7.8.4. PREVENTIVE MAINTENANCE OF LIFT/RAMPS EQUIPMENT

Contractor shall cause all drivers to cycle all lifts/ramps prior to the start of revenue service. Drivers must document and submit all noted lift/ramp defects to the Contractor's maintenance department. The Contractor shall provide a separate preventive maintenance program for the vehicle wheelchair lift/ramp system that meets or exceeds the manufacturers recommended or specified PM program including testing the wheelchair lifts if applicable with a minimum of 350 pounds to simulate the weight of a wheelchair passenger. The PM program for the wheelchair lifts/ramps should be done as part of the regular preventative maintenance/safety inspection service cycle. The wheelchair lift/ramp PM program shall be submitted within the response of this RFP.

7.8.5. VEHICLE CLEANLINESS

The Contractor shall cause, on a scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior. The Contractor shall ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti. The interior floor of each vehicle shall be swept and mopped by the Contractor prior to the commencement of each service day.

The interior of each vehicle will be thoroughly cleaned at least once each week. This complete cleaning shall include but not be limited to ceiling, walls, area behind the seats, floors, driver's area and dash, ancillary equipment, and windows. Seats shall be cleaned regularly and marks and stains removed promptly. Seats that are worn, excessively stained or torn shall be replaced. The interior shall be maintained free from roaches and other vermin at all times. The Contractor is expressly prohibited from using any vermin control product, or application procedure for such project, that would be hazardous to the health and well-being of the passengers and driver of such vehicle. The Contractor must only use a licensed pest control contractor to perform pest

control work in its maintenance program. The interior passenger compartment of each vehicle shall be free of noxious odors from cleaning products, vermin control products, and exhaust fumes emitted by the engine of such vehicle. Any vehicle found by VCTC to not be in compliance with these cleaning provisions will be removed from service immediately without limiting the Contractor's service obligations. Once all required actions have been completed by the Contractor to correct any deficiencies found within this provision, VCTC reserves the right to inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

7.8.6. GRAFFITI

VCTC has established a zero tolerance policy regarding graffiti on revenue vehicles. The Contractor shall be required to remove all graffiti from the vehicles as soon as it is found, or as soon as it is practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. No bus shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into the glass or insert, that glass or insert must be repaired or replaced before the bus is placed back into revenue service, or as soon as practicable.

To assist in this effort, the revenue vehicles are (will be) equipped with security cameras. In addition, the contractor will be required to have a dedicated laptop computer in order to view/save the information recorded on security cameras.

7.8.7. REPAIR OF ACCIDENT DAMAGE

All accident damage repairs shall be performed by the Contractor within a reasonable time as determined by VCTC. The Contractor must submit to VCTC a written schedule for such repair. In addition, the Contractor will notify VCTC each time an accident occurs involving a revenue vehicle. All vehicle repairs shall be performed by competent repair facilities, which are capable of repairing the vehicles back to their original configuration, appearance, and structural integrity.

7.8.8. REPAIR OF DESTINATION SIGNS

All revenue vehicles are required to head illuminated destination signs – headsigns and passenger side displays. In the event of changes such as service additions, deletions, or modifications that affect the destination sign readings, VCTC will program the changes to the VCTC-owned systems. The Contractor is responsible for programming the Contractor provided equipment, subject to VCTC's approval. The Contractor will revise the destination signs to reflect that change at no cost to VCTC. The Contractor shall perform any required maintenance to ensure constant display operation of all revenue vehicle destination signs. The Contractor shall ensure that all buses have working destination signs while in revenue service. Any inoperable destination sign must be repaired within a reasonable time as determined by VCTC. In the event an electronic

destination sign is not fully operational, the Contractor shall post a clearly visible and readable paper destination sign with the correct destination/route name for a limited period of time while the electronic sign is being repaired.

7.8.9. REPAIR OF DECALS

The Contractor shall maintain and replace all decals, applied to both the interior and exterior surface of the vehicles, at Contractor's expense. This shall include new, redesigned and safety related decals (produced by VCTC or authorized by VCTC) and decals worn, torn, or faded due to an accident or daily wear and tear. There shall be no perceivable variation in gloss or shade of the decals throughout the contract period.

7.8.10. PAINTED SURFACES

All painted surfaces shall be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period as VCTC wishes to present the best possible image to the public. All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors. It shall be the responsibility of the Contractor to assume all costs associated with painting the vehicles to the standards established by VCTC, in regards to fading or discoloration from wear and tear.

7.8.11. OIL ANALYSIS PROGRAM

The Contractor will provide an oil analysis program for the monitoring of the engine and transmission oils of each VCTC-owned revenue vehicle. The analysis program is to run concurrently with the PM program to provide additional insight into the condition of the engine and transmission.

The engine and transmission oils are to be extracted at every oil change interval, before the draining of the oils, and sent to an independent oil analysis lab for the purpose of identifying contaminants and wear of the engine and transmission components. The choice of the oil analysis lab shall be at the Contractor's discretion after meeting criteria determined by VCTC.

7.9. MAINTENANCE FACILITIES AND EQUIPMENT

7.9.1. REQUIREMENTS

The Contractor will provide an adequate facility for supporting the operation and maintenance of bus services provided under this contract. There are no restrictions on site location, except the location must be within ten miles on surface streets, or fifteen miles using Highway 101, from the intersection of Highway 101 at Highway 232 (Oxnard, CA). The facility included in the proposal

will be subject to inspection and approval by VCTC prior to its use for service operation.

The facility will include, but not be limited to, asphalted parking lot, inside garage with bus bays including lifting equipment with the ability to lift the bus overhead, steam cleaning facility properly equipped with approved clarification system, maintenance area, parts storage area, farebox vaulting and vehicle probing area, fuel storage, revenue vehicle cleaning and servicing area, administrative offices, training/meeting room, revenue vehicle parking lot and a dispatch area.

The maintenance area will be fully equipped with all equipment required to maintain all vehicles in accordance with the specifications and manufacturer's warranty and PM programs. The maintenance area will include, but not be limited to, parking lot, garage floor, work benches, oil drain area, parts room, restroom/washroom, shop tools, etc. The maintenance area shall be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards.

Working bays shall be well-lit and accommodate the entire vehicle within the bay out of direct contact with the elements (wind, rain, etc.) to allow quality maintenance to continue without regard to inclement weather. The current maximum length for a VCTC-owned vehicle is forty-five feet. The Contractor shall provide enough bus lifting equipment, with the ability to lift the bus overhead. The lifts/bays must be properly maintained and must be repaired within 30-days if it becomes inoperable. Consideration will be given for circumstances out of the Contractor's control.

During the term of the Contract, the Contractor will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facility, and shall comply with all applicable Federal, State, and local laws, regulations and requirements. The term "hazardous materials" includes flammable, explosive, or radioactive materials, chemicals, hazardous waste, toxic wastes or materials, or other similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State, or local law.

7.9.2. ON-SITE FUELING:

VCTC prefers on-site fueling at the Contractor facility. The facility site should therefore either have existing fuel storage and fueling capability or should have the potential for fuel storage and fueling capability to be added. Contractor shall obtain all permits necessary to install and operate this equipment. Contractor shall be responsible for ensuring that all fuel tanks and dispensing equipment are operational and dispensed in a safe manner and in compliance with all applicable governing regulations.

7.9.3 REVENUE STORAGE AND COUNT ROOM

The Contractor will be responsible to provide for a secured area adequate for use of farebox probing equipment and the storage of fareboxes, storage bins, and counting equipment, where staff will be able to perform revenue processing and deposit duties. See also Section 7.5.3., Fare Collection and Accountability.

7.10. ON-TIME, QUALITY AND RELIABLE SERVICE

The Contractor shall operate the services in a quality, on-time and reliable way.

7.10.1. SCHEDULE ADHERENCE

The Contractor shall ensure that the service adheres to the service schedule set forth by VCTC (see Exhibit 1).

7.10.1.1. EARLY TRIP AND LATE TRIP

A bus will not depart a stop designated on the public schedule as a “Time Point” prior to the listed time. A bus will not depart from the first designated time point of each trip 5 minutes late or 1 minute early. A bus will not depart from all other time points 8 minutes late or 1 minute early. A bus will not arrive 8 minutes late to the last time point on the route.

7.10.1.2. MISSED TRIP

The Contractor shall run all scheduled trips every day the service is in operations and shall not miss a single trip. A missed trip is defined as where the Contractor fails to operate or complete a scheduled trip for that day. Routes are required to be completed to their full extent, regardless if passengers remain on board.

7.10.1.3. ROAD CALLS

A road call shall be defined as when a mechanic and/or tow truck responds to a call for assistance for any reason. A road call is triggered the moment a mechanic leaves the yard or when a tow truck is sent regardless of whether the broken bus went back to operations before the mechanic or tow truck arrived or regardless of whether the break down was due to a mechanical failure or not.

7.10.1.4 MAXIMUM ACCIDENT RESPONSE TIME FOR BREAKDOWN OR ACCIDENT

The maximum response time from the moment a trouble call is received until a substitute vehicle arrives shall not exceed 45 minutes for calls with in Ventura County limits and 90 minutes for calls outside County limits.

7.10.2. OPERATOR SAFETY AND PREVENTABLE ACCIDENTS

The Contractor shall ensure that all operators adhere to safe and defensive driving procedures. The Contractor shall ensure that operators shall not use cell phones while driving, not run red lights and that all operators comply with the speed limits. Drivers are required to wear their seatbelts while operating the vehicle. The Contractor must also take appropriate steps to ensure that preventable accidents are minimized.

7.10.3. QUALITY CUSTOMER SERVICE

The Contractor shall ensure that the drivers are courteous, have neat and presentable appearance and possess their driver's permits on them. Driver shall not be rude, confrontational or disrespectful to passengers. Drivers are not permitted to pass-up riders. Drivers must ensure that heating and air conditioning units are operating during revenue service and that complaint/complimentary cards are in the buses at all times. Contractors must ensure that drivers have the correct brochure(s) in their buses at all times.

VCTC Transit Information Center calls shall roll over to Contractor's dispatch center during non-business hours. During that time period Contractor shall not keep a passenger on hold for over the 3 minutes. VCTC's Transit Information Center hours are 7:00 AM to 6:00 PM Monday – Friday. These hours and/or this requirement are subject to change at VCTC's discretion.

7.10.4. AMERICANS WITH DISABILITY ACT (ADA) REQUIREMENTS

The Contractor shall comply with all ADA requirements, including, but not limited to:

- Announcing major stops and transfer points (internally and externally)
- Deploying functioning wheelchair lifts or ramps upon passenger request
- Securing passengers using wheelchairs
- Picking-up passengers with disabilities
- Having clearly readable paper destination signs
- Having a functioning wheelchair lift or ramp
- Repairing electronic destination signs within a reasonable period

7.11. CONTRACTOR NON-COMPLIANCE OF SCOPE OF WORK

The Contractor is required to reasonably comply with any and all sections in the Scope of Work in this RFP. If Contractor is unable or refuses to comply with the Scope of Work for any reason, VCTC reserves the right to require the Contractor to perform under the scope of work including hiring another party to perform the work at the Contractor's expense in addition to any penalties.

8. PERFORMANCE STANDARDS

8.1. OVERVIEW

VCTC shall monitor the project bus service in order to assess the performance of the Contractor in delivering the service. VCTC shall maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Liquidated damages (LD's) applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three passengers who were either complaining of the same incident or complaining of the same nature of incident within the same month (subject to complaint validation); 3) VCTC staff or 4) contracted VCTC third party inspectors. VCTC reserves the right to modify these performance criteria, as necessary.

8.2. SERVICE PERFORMANCE STANDARDS

VCTC has established the following service performance standards along with the penalties imposed for each performance criteria that is not met:

PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	LD AMOUNT
Preventive Maintenance Inspection (PMI) Completed On- Time	100% PMI on- time	Monthly	No. of buses that completed its PMI inspection compared with the number buses due for inspection	\$500 per bus
Road calls per 100,000 miles	10 per 100,000 miles	Monthly	Road Calls compared to Total Miles multiplied by 100,000	\$500 for every road call above the standard.
Fleet Availability	Minimum 98% fleet availability	Daily	Number of buses available for service compared to number of buses needed to meet 100% service	\$1,000 per unit not meeting the minimum standard
Excessive Length of Time for Each Vehicle on the Hold List	Over 14 days	Per Vehicle	Each vehicle that is on the hold list over 14 days.	\$500 per incident
Completed Revenue Hours	Minimum 99% revenue hours must be completed	Monthly	Revenue hours completed divided by scheduled revenue hours	\$1,000 for every whole percentage point below the minimum standard
Preventable Accidents	Maximum of 1 per 100,000 miles	Monthly	Number of preventable accidents compared to total miles multiplied by 100,000	\$1,000 every accident over the maximum standard

Vehicles Probed Daily	100% Compliance	Daily (Nightly)	Number of revenue vehicles probed nightly.	\$50 per day for every day below this standard
Operator MDT or Driver Interface	Minimum 100% of all driver trips must be logged in to MDT's (AVL, GFI, APC)	Monthly	Number of trips operated with incorrect login or incomplete or failed login	\$50 for each instance
Valid Complaints/ 100,000 Passengers	Maximum 10 per 100,000 passengers	Monthly	Complaints divided by passengers multiplied by 100,000	\$100 for every verifiable complaint over the maximum standard
Excessive Response Time for Substitute Vehicle in Response to a Breakdown or Accident	Greater than 45 minutes (in county); 90 minutes (outside of county)	Each bus exchange	If a breakdown or accident of a vehicle occurs and the substitute vehicle does not arrive and resumes service within threshold(s), Contractor may be assessed a penalty	\$100 for each incident
Unreported Accident/Passenger Incident	100% Compliance	Per occurrence	Failure by contractor to report accident per specified timeline	\$3000 per incident.
PERFORMANCE CRITERIA	STANDARD	FREQUENCY	PERFORMANCE MEASURE	LD AMOUNT
Late or Inadequate Response to Complaints	100% Compliance	Daily	Responses over 7 calendar days and inadequate response to complaints as deemed by VCTC project manager	\$100 not meeting the standard
ADA Violations	100% Compliance	Per Incident	Violations found per <u>any</u> vehicle audit or verifiable reported incident, including failure to secure a wheelchair	\$500 per incident
Safety Related Violations	100% Compliance	Per Incident	Violations found per any vehicle audit including third party inspectors employed by VCTC	\$500 for first violation; if the vehicle is found either in service or the next inspection with the same problem, \$1,000 for second offense
CHP Terminal Inspection Violation	100% Compliance	Per Incident	N/A	\$500 for any vehicle placed out of service by CHP; \$3,000.00 for unsatisfactory rating

Schedule Adherence	85% compliance (Year 1) and 1% higher for each year of the contract.	Monthly	Number of trips late reported by contractor and observed by or reported to VCTC	\$200 for every whole percentage point below the minimum standard
Off-route Bus	100% compliance	Per Incident	Measured beginning 2 weeks following any schedule change. (Not subject to route adjustment as directed by dispatch, VCTC or law enforcement.)	\$100 per violation, \$200 for repeat violation (same driver)
Violations of <u>any</u> other provisions in the RFP	100% compliance	Monthly	N/A	\$200 for initial violation per provision; \$800 for each repeat of the same violation per provision
Timely Submission and Accuracy of Contractor Required Reports – Including monthly invoice (see Section 7.6)	100% timeliness and accuracy	Daily	N/A	\$75 per late or inaccurate report per day; \$1000 for intentional falsification or intentional non-submission of report

*** Note: VCTC reserves the right to add or modify the performance standards. VCTC may impose the liquidated damages as it deems necessary in order to enforce provisions of the RFP.**

8.3. LIQUIDATED DAMAGES DEDUCTED FROM CONTRACTOR MONTHLY INVOICES

All liquidated damages assessed against the Contractor will be deducted from the monthly invoices. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of VCTC not to assess performance penalties against the Contractor. The Contractor shall receive written notice of VCTC's intent to assess performance penalties and will be provided an opportunity to present written material in answer thereto within 10 days after receipt of written notice. VCTC's decision regarding assessment of performance penalties shall be final and binding on the Contractor.

9. TRANSITION PLAN

Proposers must include a detailed schedule of the projected dates and activities necessary to begin service, including start-up preparations, key administrative tasks, equipment purchases, materials and supply purchases, employee recruitment and training of all personnel. Proposer shall include a detailed Gantt Chart in their Transition Plan. Refer to start of service as outlined in the Contract Period (see Section 4.2) section of the RFP.

10. RETURN OF VCTC OWNED VEHICLES/CONTRACT CLOSEOUT

10.1. GENERAL REQUIREMENTS

10.1.1. END OF CONTRACT

Upon termination, or completion of the contract term, the Contractor shall be responsible for returning all vehicles to VCTC in the condition in which they were received (with the exception of normal wear and tear), including but not limited to body condition, system(s) condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. Where time is of the essence to maintain any required service demands, VCTC reserves the right to waive the Contractor's right of repair and undertake any required repairs which are necessary to bring the vehicle into compliance under the terms of this contract. Under such waiver condition, VCTC may make repairs itself, or assign another company of VCTC's choosing to perform all required repairs, and charge the Contractor the cost of such repairs from any monies otherwise owed the Contractor.

All vehicles are to be steam cleaned thoroughly in the engine compartment and underneath the vehicle to remove all excess oil and grease, paying particular attention to the suspension, transmission, engine, and final drive as well as all oil coolers before inspection by VCTC.

All VCTC equipment installed on Contractor provided vehicles and provided to contractor either installed or in stock at the Contractor facility (including APC, AVL, smartcard, farebox and DVR systems) must be returned in the condition in which it was received. See Section 10.1.2.15.

10.1.2. DAMAGES

Vehicles shall be inspected in the following areas and shall meet or exceed the following conditions, or shall be subject to the performance penalties expressed:

10.1.2.1. ENGINE

Engine to be returned in a good state of tune, ready for every day service, no missing, hard starting, rough running, or poor performance shall exist. No engine warning lights should be on.

There shall be no excessive oil leaks from gaskets or seals; a slight leaking in certain areas may be acceptable, however, what is acceptable shall be at the sole discretion of VCTC vehicle inspector.

10.1.2.2. TRANSMISSION

Transmissions shall have a smooth shift in all gears and not slip or jerk on shifting.

Transmission fluid shall appear clear and red, if applicable, with no more than a slight darkening.

Transmission fluid shall not smell of varnish or be burned.

Transmission shall have no oil leaks from pan gaskets, shaft seal, or front input or rear output shaft seals. Slight film or weeping may be acceptable; however, what is acceptable shall be at the sole discretion of VCTC vehicle inspector.

10.1.2.3. BRAKES, SUSPENSION AND STEERING

10.1.2.3.1. HYDRAULIC BRAKES

No leaking brake fluid shall be present at drums, calipers, hoses, lines, master cylinder, ABS controllers, solenoids or any brake system component.

Drums, discs, rotors, pads and shoes shall not be worn beyond tolerances for safety or wear as determined by CHP Title 13.

Brakes shall not feel spongy and shall be capable of stopping the vehicle safely. Evaluation of brake condition shall be the sole discretion of VCTC's vehicle inspectors.

10.1.2.3.2. AIR BRAKES AND AIR SYSTEM

Compressor, governor, gauges, air drier, air lines, tanks, relay valves, quick release valves and all other components of the air system, including audible and visual warning devices, shall be fully functional, in proper working order free from leaks (air & oil), deterioration and excessive wear. All components shall meet or exceed all standards put forth in the CHP vehicle Code Title 13 regarding air brakes.

Air brakes shall hold air on application, on static tests and will have no leaks in the system.

Air brakes shall meet or exceed all standards put forth in the California Highway Patrol Vehicle Code Title 13 regarding air brakes.

Shoes and drums shall not be worn to the very minimum requirements of CHP Title 13. Shoes shall have at least 1/8" more lining than minimum requirements. Drums shall still be 1/16" under the maximum allowable diameter.

10.1.2.3.3. FRONT AND REAR SUSPENSION

Air bags shall be in good operational condition showing no leaks upon application of a mixture of soap and water. Moderate weather cracking is a normal and acceptable condition, but there shall be no excessive cracking, abrasion or other visible damage to the air bags.

Leveling valves and all pertinent hardware shall be in good repair and function properly. No valves shall be leaking and all adjustments shall be accurate. Kneeling function shall operate properly with proper interlock, warning devices and acceptable recovery time.

All bushings, sway bars, trailing arms, pivot joints, panhard rods, mounting bolts, welds, frame

supports, brackets and any other components of the suspension system shall be serviceable and in good repair with no visible damage.

All shock absorbers shall be serviceable. No bent anchor attachments shall exist and no visible or dripping hydraulic fluid shall be evident.

10.1.2.3.4. STEERING

Steering pump, lines, belts, reservoir and all components shall be serviceable and in good repair. No cracks or defects shall exist in supporting bracketry and/or adjustment mechanisms. Pulleys shall run true and in alignment. Belts shall be properly adjusted and have good remaining service life. Lines shall be properly secured and shall not be leaking or chafing. Reservoir shall be clean and securely mounted with no degradation to mounting brackets or fixtures. Fluid shall be serviceable and in good condition.

Steering gearbox shall function properly throughout its range with no binding or excessive effort. Mounting shall be tight with no cracks or deformation to associated hardware and bracketing. Gearbox shall show no signs of leaking. Steering wheel free play shall not exceed CHP Title 13 requirements.

Steering column shall be securely mounted and all tilt/telescoping mechanisms shall operate properly. All u-joint connections shall be in good repair with no excessive looseness. Steering wheel shall be free from any cracks or damage. Horn button shall operate 360 degrees at any steering wheel position and shall not bind or stick.

All tie rods/tie rod ends, connecting links, idler arms, bushings, pitman, and any other steering component shall be in good repair and ready for immediate service.

Kingpins shall have no excessive looseness or binding while the steering is turned from side to side and front wheel bearing adjustment shall be within specs while tested unloaded.

10.1.2.4. BATTERY AND CHARGING SYSTEM

Batteries shall be less than two years old, and shall test 12.0 volts under no load, and shall pass a load test, to be determined at the sole discretion of VCTC inspector. Battery or batteries shall be capable of starting the vehicle at least four times in succession.

Battery slide out tray and compartment door shall operate properly. Electrical cables and terminals shall be in good repair without excessive corrosion or damage.

Alternator, mounting and adjustment bracketry, cables, regulators, 12/24-volt interface mechanisms and all other charging system components shall be in good repair and shall be

documented with the correct volts/amps outputs.

10.1.2.5. TIRES

No recap tires on the steering axle shall be accepted. No re-grooved recaps shall be accepted.

All tires shall have a minimum of 4/32" tread in all grooves, and measured at three (3) points around the circumference. No blisters, separations, or sidewall damage shall be accepted; a slight blemish of the sidewall may be acceptable, at the sole discretion of VCTC vehicle inspector.

10.1.2.6. BUMPERS AND BODY

All exterior body panels are to be free from damage; one (1) or two (2) minor dents less than a dimension of 2"x 2" will be allowed, but the body is to be maintained straight and dent free during the contract period and to be repaired as soon as possible.

10.1.2.7. GLASS, WINDOW FRAMING AND EMERGENCY EXITS

Glass shall be free of cracks, pits, or scratches and free from graffiti. Glass that has been replaced during the contract period shall have been replaced with approved safety glass as called for in CHP Title 13.

Glass shall be inspected to make sure it meets the above safety standards including the seal of the manufacturer including approved identifying marks and, if deemed unacceptable, the contractor at their expense must replace it before returning to VCTC.

All inside and outside window framing shall be in good repair and free from permanently etched in graffiti. All slider mechanisms shall operate properly. All tilt out mechanisms shall operate properly. All window hardware (such as gas charged struts, latches, hinges etc.) shall be in place and fully functional.

All emergency exits and roof vents shall be in good repair and fully functional. Cables, release mechanisms and latches shall be in good repair and proper adjustment. All pertinent labeling shall be affixed and legible.

10.1.2.8. DOORS

Doors shall open and close smoothly throughout their range of motion. Doors shall fit tightly against the doorframe when closed with no air gaps.

Manually operated doors shall not require an extreme amount of effort on the operator to open or close, but rather shall require a moderate amount of effort to open or close.

There shall be no tears or rips on the edges or on the weather stripping to ensure a good seal around the door assembly.

There shall be no air leaks or electrical shorts in the door operating mechanisms.

All doors shall operate properly without excessive wear to the linkages, pivots and joints.

10.1.2.9. PAINTS

All painted surfaces shall be in good condition. Normal wear and tear to finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period as VCTC wishes to present the best possible image to the public.

All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors.

10.1.2.10.AIR CONDITIONING

Air conditioning shall be in excellent working order for both dash and rear units, if applicable.

Air conditioning must adequately cool the vehicle on a hot day. This shall be determined by VCTC vehicle inspector. If cooling is not sufficient, the unit must be repaired by the Contractor before it is returned to VCTC.

Air conditioning is to be maintained at a high level throughout the contract period, as VCTC wishes to provide a comfortable environment for its customers.

10.1.2.11.HEATERS

All heaters both front and rear shall be maintained fully operational throughout the contract period and shall be inspected prior to return of the vehicles to VCTC.

All components of the heating system shall function properly. No part of the system shall be bypassed. Front and rear units, if so equipped, shall both be operational.

Defrosters shall operate effectively, with no undue looseness or binding of the control levers or knobs. Thermostat controls shall function properly.

10.1.2.12.INTERIOR FURNISHINGS

Driver's seat shall be in good repair and fully functional. All adjustment mechanisms whether mechanical or air actuated, shall operate properly through their full range. Cushioning shall be

in good repair and ready for immediate service. Suspension system shall operate properly with appropriate dampening. Pivot pins and bushings shall not be excessively worn. Upholstery shall be in good repair.

All driver's controls, switches and gauges shall be fully operational. Cables and knobs shall not require excessive force to operate and shall travel smoothly through their entire range. All labeling shall be affixed and legible. Appropriate backlighting, panel lighting and driver's lights shall be operational.

All interior lights, including passenger-reading lamps, shall be fully functional and ready for immediate service.

Stop request system shall be fully operational. Buttons, cables and fasteners shall be in good repair.

P.A. system shall be fully functional.

Stanchions, grab rails, modesty panels, schedule racks, advertising frames, and driver's barrier shall be in good repair with all fasteners in place and properly tightened.

Passenger seats shall be clean and in good repair ready for immediate service. All cushioning, covering materials, reclining mechanisms, foot rests, arm rests, seat backs, frame structures and mounting devices shall be in acceptable condition.

All other interior furnishings including flooring underlayment covings, side and roof panels, rear bulkhead A/C door, all mirrors, decals and step treads shall be in good repair and ready for immediate service.

10.1.2.13. WHEEL CHAIR LIFTS AND SECUREMENT LOCATIONS

Wheelchair lifts shall be in good operating condition and all vehicle safety interlock devices, as required by CHP Title 13, shall also be in good working condition.

If lifts or safety devices are not in proper working order, they must be repaired before returning the vehicle to VCTC.

All components of the originally supplied securement package shall be present and accounted for or replaced with OEM parts. Tie-downs, straps, belts, tracks, locks, flip seats and all other componentry shall be fully functional and in good repair.

10.1.2.14. ALL SAFETY EQUIPMENT

All safety equipment such as horns, wipers, defrosters, hazard flashers, and back up alarms

shall be in good working order at the close of the contract period.

All equipment must be repaired before returning the vehicles to VCTC.

All ancillary equipment that was originally supplied with the vehicles (i.e., fire extinguisher, wheelchair tie downs, reflector kits, maintenance manuals, spare tires, etc.) shall be returned to the VCTC in good condition.

10.1.2.15.FARE DATA SYSTEM, FAREBOXES, , APC, NEXTBUS, Wi-Fi AND DVR

All mechanisms must operate properly. Coin, transfer and dollar mechanisms must perform accurately. Farebox vaults, farebox probes, cabling and drop vaults must be in the same condition in which they were first provided.

All freestanding mobile data terminals, CPUs/devices, and passenger interface devices, associated with the AVL, , GFI, APC, Wi-Fi, and DVR must operate properly.

All data systems, servers and computers dedicated to storage and dissemination of the data for the, DVR, APC, GFI and/or AVL for the facility shall remain the property of VCTC and be returned in operating condition.

11. RECORDS & AUDITS

11.1. AUDIT AND INSPECTION OF RECORDS

The Contractor agrees that VCTC or any of its duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project.

At any time during normal business hours and as often as VCTC may deem necessary, the Contractor shall make available to VCTC for examination, all necessary records with regard to the service provision, start-up, and capital purchase costs. VCTC shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other statistical data relating to all matters covered by this agreement.

VCTC reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted, controlled, or advanced in any way, however tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement. VCTC auditors shall be provided with adequate and appropriate workspace in

order to conduct audits and shall be allowed to interview any employees of the Contractor. It is the responsibility of the Contractor to insure the cooperation of all employees with any procedure pertaining to the audit.

All project records prepared by the Contractor shall be owned by VCTC and be made available to VCTC at no additional charge. VCTC may elect to authorize representatives of other project funding partners to inspect, audit and analyze the records of the Contractor in operating this service, preparing the bid for this service, or of the operation of any similar service.

VCTC shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguisher, sprinkler system, etc., to safeguard property and/or equipment authorized by this Agreement.

When a fiscal or special audit determines that the Contractor has received payments from VCTC which are questionable under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned items prior to VCTC's final audit report.

If such audit finds that VCTC's dollar liability for such service is less than payments made by VCTC to Contractor, then Contractor agrees that the difference shall be either:

- repaid forthwith by Contractor to VCTC by cash payment, or
- deducted against any future payments hereunder to Contractor.

If such audit finds that VCTC's dollar liability for service is more than payments hereunder to Contractor, then the difference shall be paid to Contractor by VCTC, provided that in no event shall VCTC's maximum obligation, as set forth in this Contract, be exceeded.

VCTC shall determine any amount to be paid to the Contractor during the period of audit. VCTC has the authority to withhold funds pending a final determination by VCTC of any questionable expenditure.

11.2. MAINTENANCE OF RECORDS

The Contractor shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, driver/dispatch log sheets, vehicle maintenance records, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement.

Records, in their original form, shall be maintained in accordance with requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, daily statistical and/or FTA- NTD reports. Such records shall be retained for a period of five (5) years after termination of this Agreement if all other pending matters are closed. "Pending matters" include but are not limited to an audit, litigation, or other action involving the records. VCTC may, at its discretion, take possession and retain said records.

Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Ventura County unless authorization to remove them is granted in writing by VCTC.

The cost of audits of any original documents and records maintained by the Contractor by Counties, other than Ventura, shall be paid to VCTC by Contractor.

Results of record inspection may indicate the need for changes and or modifications. The Contractor shall cooperate with VCTC to establish and improve the system and maintain flexibility so the modifications may be implemented quickly.

11.3. VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports required to be prepared and submitted by the Contractor to VCTC shall be accurate and correct in all respects. Should inaccurate report be submitted to VCTC, VCTC may require the Contractor to secure the services of an independent certified public accountant. The costs of such accounting services are to be borne by the Contractor, unless specifically agreed to between the Contractor and VCTC in a written amendment.

11.4. RECORDS AND AUDITS OF SUBCONTRACTS

Records shall be maintained in accordance with requirements prescribed by VCTC with respect to all matters covered by any subcontract. Such records shall be retained within Ventura County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by VCTC.

Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the expenses. At such time and in such forms as VCTC may require, there shall be furnished to VCTC such statements, records, report, data and information as VCTC may request pertaining to matters covered by any subcontract.

These records shall be made available to VCTC for copying, audit, and inspection at any time during normal business hours.

12. GENERAL CONTRACTOR REQUIREMENTS

12.1. FTA CONTRACTUAL PROVISIONS

The Contractor shall comply with all of the Federal Transit Administration (FTA) contractual provisions required for agencies that accept Federal Grant Funds (see Exhibit 4).

12.2. LIAISON WITH MUNICIPAL AGENCIES

The Contractor shall coordinate closely with affected municipal representatives on all matters that affect the daily operation of transit service, e.g., road closures, accidents, and inclement weather. Contractor shall immediately advise VCTC of all such efforts.

12.3. RESERVED.

12.4. CONTRACTOR INVOICING

VCTC shall pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by VCTC, for the complete and satisfactory performance of the terms and conditions of this Agreement for the period agreed upon.

Contractor Invoice – The Contractor shall submit claims for payment with documentation thereof in the form and number required by VCTC within the time specified by VCTC. These invoices shall be based on the gate-to-gate hourly rate(s) contained in the contract and the actual amount of vehicle service hours operated, as well as the established fixed monthly fee for non-variable costs.

Upon receipt of the invoice, VCTC staff shall promptly review and approve the Contractor's request for payment and shall submit the invoice to VCTC's Accounting Department within ten (10) business days of receipt of the invoice for payment. If any further information or any corrections are required, the review period will be extended until such information has been received and VCTC has made corrections.

VCTC will pay all undisputed invoices from Contractor within thirty (30) days of receipt of the invoice by VCTC's Accounting Department. In the event of a disputed invoice, VCTC shall pay undisputed portion(s) of the invoice within thirty (30) days of receipt by VCTC's Accounting Department and the Parties shall promptly meet to resolve the dispute(s). Following resolution of the dispute, the resolved portion(s) of the invoice shall be paid within thirty (30) days of receipt of the resolved portion(s) by VCTC's Accounting Department.

The selected proposer must also provide required insurance coverage. Both requirements must remain in force during the entire period of the Contract.

VCTC has the authority to withhold funds under this Agreement pending a final determination by VCTC of questioned expenditures or indebtedness to VCTC arising from past or present agreements between VCTC and the Contractor. Upon final determination by VCTC of disallowed expenditures or indebtedness, VCTC may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

Payments to the Contractor may be withheld by VCTC if the Contractor fails to comply with the provisions of this Agreement.

12.5. ADDITIONAL OPERATING REQUIREMENTS

Providing adequate service may require route changes as well as additions in level of service. The Contractor must have available, or be able to acquire in a timely fashion, any additional equipment and/or personnel required for the operation of the project. VCTC shall have the option to add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity. Any modification to the routes and schedules will be furnished by VCTC to the Contractor in writing fifteen (15) days prior to the service change. Route modifications caused by non-recurring events (e.g. freeway accident, emergency roadwork) are the responsibility of the Contractor. Route modifications necessitated by recurring events (e.g. street closure, construction detours) are also the responsibility of the Contractor but must be approved by VCTC. In case of an emergency the Contractor shall respond to modifications to service immediately upon request by VCTC.

12.6. COOPERATION WITH VCTC

12.6.1. PROMOTIONAL USE OF VEHICLES

The Contractor shall provide such buses with a trained driver as VCTC may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to VCTC for a period of up to three hours. Time is marked from exit and return to the transit yard, or scheduled driver layover location.

12.6.2. CONTACTS WITH MEDIA/MAJOR INCIDENTS

The Contractor shall refer all media requests to VCTC and shall not provide any information without prior approval by VCTC. In the event of a major incident affecting Contractor's operation of VCTC revenue service, the Contractor shall defer all media inquiries to VCTC. The Contractor shall not issue a press release or initiate other media contact without first receiving approval from the Executive Director or his/her representative.

12.6.3. CONDUCT OF SURVEYS AND DATA COLLECTION

Additional documentation of the project will be provided through passenger surveys. Authorized representatives of VCTC will administer these surveys. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey

work, including the distribution of survey questionnaires, etc.

The Contractor shall cause drivers of buses and road supervisors to cooperate and comply with reasonable requests by VCTC to collect data on passenger counts, and distribute notices, schedules or other promotional materials to passengers in connection with the services provided.

12.6.4. ADVERTISING ON VEHICLES

The Contractor shall cause only such advertising material or audio, video, or similar devices as may be specified by VCTC from time to time to be affixed to such location or locations of the buses as VCTC shall request. The Contractor shall cooperate with the VCTC and the VCTC's transit vehicle advertising services vendor in providing access to the buses and access to the maintenance facility for the installation and removal of advertisement materials.

No portion of any revenue or consideration received by VCTC in connection with such advertising shall be paid to the Contractor. The Contractor shall not affix and shall not permit to be affixed to or distributed on any bus any other advertising, political, or other printed or published material, and shall not utilize or permit to be utilized, any loudspeaker, video, or other device for the purpose of such advertising or other communication other than as designated by VCTC. In the event that the Contractors receive any payment or other consideration from VCTC's bus advertising firm or other source, paid in connection with any advertising material, said payment or consideration shall be promptly delivered to VCTC, and any and all advertising revenues shall be the property of VCTC.

12.6.5. MARKETING

VCTC has retained a consultant for marketing, public relations, and advertising; therefore, these costs shall not be included in the cost proposal. The Contractor shall cooperate with VCTC and VCTC's Marketing agency in all promotional activities through VCTC in newspapers, radio, television, leaflets, and identify VCTC as the project sponsor and administrator. The Contractor shall ensure that all vehicles contain an adequate supply of service schedules, and other passenger information to be provided by VCTC. The Contractor shall also put up, maintain, and remove car cards, Rider Alerts, etc., on all vehicles as required by VCTC.

12.6.6. VCTC REPRESENTATIVE AUTHORIZATION

The Contractor shall refrain from any action, which would create or tend to create obligations, express or implied, on behalf of VCTC. It is understood that the Contractor is not and shall not be the legal representative or agent of VCTC and that the Contractor shall not be authorized to make any promise, warranty or representation except as specifically provided for in this agreement or as otherwise agreed to in writing between the parties.

12.6.7. VCTC IDENTIFIED MEETINGS AND/OR TRAINING SESSION

The Contractor shall be required to attend all meetings and/or training sessions as identified by VCTC, including regular operations meetings. The Contractor may be excused from attendance only by prior written consent from VCTC.

12.6.8. OPERATING DURING A DECLARED EMERGENCY

Upon declaration of any emergency VCTC may be requested to assist with a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the VCTC Executive Director or his/her designee. However, VCTC shall be obligated to compensate the Contractor for Service, which significantly exceeds the normal expense of operating the service during such period of declared emergency.

12.6.9. NON-DECLARED EMERGENCY SERVICE AND/OR FIELD ASSISTANCE

The Contractor may, from time to time, be required to provide non-declared emergency service, which does not necessarily require declaration by the local authorities. Such emergency service will require re-routing of regular service, notification of passengers, and increased road supervision and monitoring. These situations, which may be prompted by unforeseen road construction, road closures, and special events, or police incident, may require the Contractor to provide a re-route of service. In the event that such an occurrence takes place where no advance notice is given, then the Contractor shall take the responsibility to produce a re-route, which minimizes interruptions to service, immediately notify VCTC, dispatch a supervisor to monitor the area and the situation, and return to the normal route/operation as quickly as possible. When advance notice is received, the Contractor shall work with VCTC staff to develop a re-route plan, post rider alert bulletins, on board buses, at bus stops and terminals, and in some situations pick-up and post signs provided by VCTC. The Contractor shall also be responsible for removing the rider bulletins and signs as soon as the emergency is over.

12.6.10. ROUTE TEST-RUNS

Upon request, Contractor shall provide a driver and vehicle for test-runs of proposed VCTC Intercity Transit routing at no additional cost to VCTC. In no case shall Route Test Runs last for more than four hours.

12.6.11 OUT OF CONTRACT RATE

Contractor and VCTC shall establish a Gate-to-gate Hourly "Out of Contract Rate" by letter agreement for service provided by revenue vehicles during non-business hours during a declared emergency (12.6.8.), or for service provided in under sections 12.6.1, 12.6.9 and 12.6.10.

12.7. SAFETY PROGRAM

The Contractor shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require them to attend regularly scheduled safety meetings at least four times per year.

12.8. Enforced Delay/Force Majeure

Neither party, VCTC or the Contractor, shall be in default for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by Acts of God, including earthquakes, riots, fires, floods, epidemics, quarantines, sanctioned strikes, freight embargoes,

war, unforeseeable changes in governmental rules and regulations, route impasses due to construction or other accidents, and unexpected and extreme shortages of water, fuel, fuel oil or other necessary utility services (collectively, "Force Majeure Event"). A Force Majeure Event must be proximately caused by events and circumstances beyond the Contractor's reasonable control and occur without the Contractor's fault or negligence, which negligence shall include, without limitation, failure of suppliers, subcontractors, and carriers, or any third party to substantially meet its performance obligations under the Agreement. In the event that Contractor experiences a Force Majeure Event, Contractor shall give VCTC prompt written notice, with full details following the occurrence of the cause relied upon. VCTC shall review any such notice and respond within a reasonable time. Any dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.9. GOVERNING DOCUMENT

Any item of work contained in either the RFP or the Proposal shall be performed by Contractor as though it appeared in this Agreement. In the event of any conflict, the terms of this Agreement and the RFP govern over the Proposal unless specifically stated otherwise.

12.10. TAXES AND OTHER CHARGES

The Contractor shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. Contractor shall also pay all licenses or permit fees necessary or required by law or VCTC for the conduct of its operation hereunder.

It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amount, without reduction for any other governmental taxes or charges. Contractor is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes or expenses whatsoever.

12.11. BOND AND INSURANCE REQUIREMENTS

12.11.1 BOND REQUIREMENTS

12.11.1.1. PERFORMANCE BOND

Prior to the effective date of the contract, the successful bidder shall provide VCTC with surety bonds or a letter of credit in the amount of eighty percent (80%) of contract price for year one, seventy-five percent (75%) for year two, and fifty percent (50%) of the annual contract price during years three through nine, unless VCTC determines that a lesser amount would be adequate to cover damages from the contractor in failing to perform the services required and provide the equipment as contracted for.

12.11.1.2 FIDELITY BOND

During the period of time of this Agreement shall be in effect, Contractor shall cause its staff personnel to be covered under an appropriate bond protecting VCTC from employee theft up to the minimum amount of one-hundred thousand dollars (\$100,000) with respect to any one occurrence by Contractor employees.

12.11.2 INSURANCE REQUIREMENTS AND INDEMNIFICATION

12.11.2.1 LIABILITY INSURANCE.

The CONTRACTOR, at its own cost and expense, will procure and maintain during the term of this Agreement liability insurance coverage of the following types, written on an "occurrence" form and with not less than the following limits of liability:

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE- \$10 million per occurrence.

This coverage will include, but not be limited to:

1. Operations -Premises Liability;
2. Independent Contractors Liability- Broad Form;
3. Contractual Liability covering the Contractor's obligations herein;
4. Personal Injury Liability extending to claims arising from employees of the Contractor; and
5. Completed Operations and Products Liability.

AUTOMOBILE LIABILITY INSURANCE FOR PROPERTY AND LIABILITY COVERAGE FOR OWNED AND NON-OWNER HIRED AUTOMOBILES - \$15 million per occurrence.

No later than 30 working days prior to the commencement of work, the Contractor must furnish VCTC with a Certificate of insurance evidencing satisfaction of the above coverage requirements.

12.13.2.1.1 REQUIRED LANGUAGE

THE CERTIFICATE MUST ALSO CONTAIN THE FOLLOWING LANGUAGE:

"The Agencies as specified by the VCTC / VISTA Agreements including the Ventura County Transportation Commission, the City of Camarillo, the City of Fillmore, the City of Moorpark, the City of Oxnard, the City of San Buenaventura, the City of Santa Paula, the City of Simi Valley, the City of Thousand Oaks, the City of Carpinteria, the City of Santa Barbara, the City of Goleta, the County of Santa Barbara, the Santa Barbara County Association of Governments; the State of California, the Trustees of California State University and the employees, officers and agents of each of them; and the County of Ventura are additional insureds."

"The liability assumed by the CONTRACTOR under the provisions of the Hold Harmless and Indemnity clause contained in the Agreement is covered by the terms of this policy."

"The policy will not be canceled or materially changed without thirty (30) days prior written

notice to the COMMISSION."

"Further, if any insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible."

12.11.2.1.2. WORKERS COMPENSATION INSURANCE.

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the CONTRACTOR will secure the payment of Worker's Compensation to its employees in accordance with the provisions of Section 3 700 of the California Labor Code and will furnish the COMMISSION with a certificate evidencing such coverage.

12.11.2.1.3 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless VCTC, its officers, agents, and employees from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with the Contractors and its employees'/agents' acts or omissions in the performance of the Contract services, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC arising out of its performance of the Contract services, and to pay and satisfy any resulting judgments.

The successful proposer agrees to defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against VCTC based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless the said VCTC from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of VCTC to use said equipment because of any infringement or alleged infringement of any letters patent.

12.12. PERFORMANCE MONITORING BY VCTC

The failure of VCTC to insist upon strict performance by the Contractor of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by VCTC nor shall, as a result, VCTC relinquish any rights, which it may have under this Contract.

12.13. LIMITATIONS ON SUB-CONTRACTING

The Contractor shall not sub-contract any function, duty or work without the expressed written approval of VCTC.

12.14. ADDITIONAL REQUIREMENTS

VCTC, after consulting with the Contractor, may develop additional reasonable requirements under this Agreement.

13. TERMINATION OF THE CONTRACT

13.1 End of Contract Term

The contract agreement shall be in effect for up to six (6) years, August 5, 2018 through July 31, 2024, subject to the approval of the Ventura County Transportation Commission. The Contract agreement shall provide for optional extension up to three (3) years, either as individual one (1) year options or a single three (3) year option. VCTC shall have the sole right to exercise any option. VCTC reserves the right to change the contract start and/or end dates contained in the RFP. The agreement shall terminate pursuant to the terms of the Agreement at the end of the applicable period

Term	Start Date	End Date
Base Contract Term (Six Years)	08/05/2018	07/31/2024
Option Year One	08/01/2024	07/31/2025
Option Year Two	08/01/2025	07/31/2026
Final Option Year Three	08/01/2026	07/31/2027

13.2 Termination for Convenience

VCTC may terminate the Contractor's right to proceed with the performance of its work and services under the Agreement in accordance with this clause in whole, or from time to time in part, whenever VCTC shall determine that termination is in the best interest of VCTC. Termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and date upon which termination becomes effective.

After receipt of notice of termination, and except as otherwise directed by VCTC, Contractor shall: (a) stop work under the contract on the date and to extent specified in notice of termination; (b) place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of the work under the contract which is not terminated; (c) terminate all orders and subcontracts to extent that they relate to performance of the work terminated by notice of termination; (d) assign to VCTC in manner, at times, and to extent

directed by VCTC, all right, title, and interest of Contractor under orders and subcontracts so terminated. VCTC shall have right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts; (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of VCTC to extent VCTC may require. VCTC 's approval or ratification shall be final for purposes of this clause; (f) transfer title to VCTC, and deliver in manner, at times, and to extent, if any, directed by VCTC, supplies and other materials acquired in connection with performance of the work terminated by notice of termination; (g) use best efforts to sell, in manner, at times, to extent, and at price or prices that VCTC directs or authorizes, any property of types referred to in Paragraph (f) above, the proceeds of which shall be applied in reduction of payments to be made by VCTC to Contractor; (h) complete performance of part of the work as shall not have been terminated by notice of termination; and (i) take such action as may be necessary, or as VCTC may direct, for protection and preservation of property related to Contract which is in possession of Contractor and in which VCTC has or may acquire interest.

After receipt of notice of termination, Contractor shall submit to VCTC a termination claim, in the form and with the certification VCTC prescribes. The claim shall be submitted promptly but in no event later than two (2) months from effective date of termination. Contractor and VCTC may agree upon whole or part of amount or amounts to be paid to Contractor because of total or partial termination of the Contractor's right to proceed. If Contractor and VCTC fail to agree, on whole amount to be paid to Contractor because of termination of the work under this clause, VCTC shall determine, on basis of information available to it, the amount (if any) due to Contractor by reason of termination and shall pay to Contractor for any work specified in the Contract that is performed before effective date of notice of termination.

In no event shall VCTC be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, post-termination expenses related to the performance of the work under the Contract, costs of preparing and submitting bid, attorney's fees or other costs relating to prosecution of claim or lawsuit. In arriving at amount due Contractor under this clause there shall be deducted: (x) all unliquidated advance or other payments on account theretofore made to Contractor, applicable to terminated portion of Contract, (y) any claim which VCTC may have against Contractor in connection with the Contract, and (z) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold, under provisions of this clause, and not otherwise recovered by or credited to VCTC.

Upon receiving notice of Agreement termination the Contractor will begin transition of service and equipment back to VCTC and VCTC's designated replacement contractor in an amount of time to be determined by VCTC.

VCTC retains the right to terminate the work of a subcontractor for any cause, including but not limited to default by the subcontractor upon written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. Good faith efforts will be made by both VCTC and the Contractor to correct identified problems and issues prior to contract termination.

13.3 Termination for Cause

Contractor shall be in default of this Contract and VCTC may terminate Contractor's right to proceed under the Contract Documents, for cause: (a) should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of the properties of Contractor, or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or (b) should Contractor commit a material breach of the Agreement and not cure such failure within ten (10) calendar days of the date of notice from VCTC to Contractor demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) calendar days, Contractor must provide VCTC within the ten (10) calendar day period with a written plan acceptable to VCTC to cure said breach, and then diligently commence and continue such cure according to the written plan); (c) should Contractor violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure such violation within ten (10) calendar days of the date of the notice from VCTC to Contractor demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) calendar days, Contractor must provide VCTC within the ten (10) calendar day period with a written plan to cure said violation acceptable to VCTC, and then diligently commence and continue performance of such cure according to the written plan.); or (d) Contractor's failure to provide service within agreed performance standards as evidenced by VCTC inspection, through surveys, or by communications from users of a service.

If VCTC at any time reasonably believes that Contractor is or may be in default under its Contract, as defined above, VCTC may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of the Contract and a written plan from Contractor to remedy any failures to perform the terms of the Contract that VCTC may advise the Contractor of in writing. Failure of the Contractor to provide written assurances of performance as required herein will constitute a material breach of this Contract.

In event of termination for cause, VCTC shall immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in the Performance Bond. Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default under the Performance Bond), VCTC may take over Work and prosecute it to completion by contract or by any other methods it may deem advisable.

In the event of termination by VCTC for cause, VCTC shall compensate Contractor for the value of the services performed upon termination as determined in accordance with the Contract, subject to all rights of offset and back charges. However, VCTC shall not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties;

Contractor shall deliver to VCTC possession of all vehicles as required under the terms of the agreement, contracts with vendors and subcontractors, and all other documentation associated with the services provided under the contract. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this section shall not be interpreted to diminish any right which VCTC may have to claim and recover damages for any breach of this Agreement, but rather, Contractor shall compensate VCTC for all loss, cost, damage, expense, and/or liability suffered by VCTC as a result of such termination and failure to comply with the Contract Documents.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had if a termination for convenience had been effected. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

In case of default by Contractor, VCTC reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by VCTC. In addition, at VCTC's sole discretion, the Contractor will be required to operate the services for a minimum of six months from the time the first request is granted and/or until VCTC is able to place a new Contractor in place.

VCTC retains the right to terminate the work of a subcontractor for any cause, including but not limited to default by the subcontractor upon written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. Good faith efforts will be made by both VCTC and the Contractor to correct identified problems and issues prior to contract termination.

VCTC reserves the right to order an increase or decrease in the level of service provided, with a minimum of fifteen (15) days' notice to the Contractor. All additional personnel and/or vehicles requested by VCTC will be provided at the proposed additional service rates (fixed and hourly), or

at a negotiated fee (if determined to be applicable by VCTC), not to exceed the contract rate(s).

In drawing the agreement, all Sections, all Exhibits and Forms of the RFP as well as all Addenda, and any Attachments of the RFP and the Proposal are to be considered as part of the contract.

14. RIGHTS RESERVED BY VCTC

All proposals submitted in response to this RFP will become the property of VCTC and will be a matter of public record following award of a contract. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless VCTC and its officers and employees, from any action brought against the VCTC for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal. The response to this RFP must be made in accordance with the format set forth in this RFP. Failure to adhere to this format may be a cause for rejection and render the proposal non-responsive. Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected. All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) days following the deadline date for submission of proposals noted herein. VCTC reserves the right to further negotiate the terms and conditions of the contract with the selected proposer(s).

Notwithstanding any other provisions of this RFP, VCTC reserves the right to withdraw this RFP at any time, to reject all proposals, to reject any proposal for noncompliance with RFP provisions, or to choose not to award a contract if such action is determined to be in the best interest of VCTC and to waive any informality in the process when to do so is in the interests of VCTC or its taxpayers.

The proposer understands and agrees that VCTC shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP.

15. INTERPRETATIONS & ADDENDA

Proposers must submit a written request for clarification, interpretation or corrections of any discrepancies or omissions in the RFP. Any change to or interpretation of the RFP will be posted by VCTC to the VCTC website and any such changes or interpretations shall become part of said RFP and may be incorporated into any contract awarded.

16. WITHDRAWALS

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. After the Proposal due date/time, no proposer may withdraw its proposal. A proposer will not be released on account of errors in its proposal. A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline shall be firm and may not be withdrawn after the submission deadline specified in this RFP.

17. EXHIBITS

- Exhibit 1 Schedules**
- Exhibit 2 Operating Data**
- Exhibit 3 Passenger Fares and Passes**
- Exhibit 4 FTA Contractual Provisions**
- Exhibit 5 Protest Procedures**
- Exhibit 6 Current Employees Covered Under CA Labor Code Section 1072, 4.6.**

18. FORMS

- Form A Proposal Requirement Checklist**
- Form B Proposer Certification Statement**
- Form C Cost Proposal – Bid Rates**

Form C-II	Cost Proposal – Increase / Decrease Service Hours
Form C-III	Cost Proposal – Cost Component Detail Backup re Form C
Form D	Minimum Staffing Certification
Form E	Vehicle Certification Form (Fleet Option “C” only)
Form E-II	FMVSS Certification (Fleet Option “C” Only)
Form F	Proposer Experience
Form G	Proposer References (Parts A and B)
Form H	Mail-In Reference Questionnaire
Form I	Lobbying Certification
Form J	Certification Regarding Suspension and Debarment

The Ventura County Transportation Commission
RFP No 17-90164-FR

Correo electrónico: notascomentarios@govctc.org
Dirección: VCTC
 950 County Square Drive, Suite 207
 Ventura, CA 93003
Facebook **Twitter** **Instagram** **@GovVCTC**

Coastal Express

Welcome Aboard

The Ventura County Transportation Commission (VCTC) operates intercity commuter bus service throughout Ventura County, as well as to Santa Barbara and Warner Center.

All VCTC buses are wheelchair accessible and have ample bike storage, free passenger Wi-Fi, and reclining seats.

Plan Your Trip

Phone: 800.438.1112 (VCTC Call Center)

Online: goventura.org

Go511.com

Holidays

WCTC Intercity Bus does not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

VCTC Public Notice Of Civil Rights

VCTC operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with VCTC. For VCTC's full Title VI Policy and complaint procedure, call 800-438-1112 or visit:

Service Animals and Pets

VCTC allows service animals trained to assist people with disabilities. All other pets must be in a carrier/crate and cannot block aisles or take up seating. Damages caused by a service animal or pet are the responsibility of the owner.

Additional Contact Information

Email: ridercomments@goventura.org

Address: VCLC
950 County Square Drive, Suite 207
Ventura, CA 93007

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Facebook **Twitter** **f** **@GovVCTC**

[illegible]

Buses do not hold, may run early in Santa Barbara County
 Los autobuses rurales locales tampoco se detienen y pueden salir antes de lo esperado en Santa Bárbara

Para el servicio de fin de semana, vea el reverso

[illegible]

Buses do not hold, may run early in Santa Barbara County. Los autobuses pueden llegar temprano y no esperar en el Condado de Santa Barbara

[illegible]

See reverse for weekend service

See reverse for weekend service
Para el servicio de fin de semana, vea el reverso

SOUTHBOUND FROM GOLETA TO ONYARD		Monday - Friday Lanes - Varies	
Dirección sur desde Goleta a Onard			
ROUTE	UCSB	GOLETA	ONYARD
101	USC Bus Loop		
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101	–	08:37	08:37
101	–	08:49	08:49
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101	–	71:49	71:49
101	–	72:01	72:01
101	–	72:13	72:13
101	–		

¹⁸Buses do not hold, may run early in Ventura County. Los autobuses pueden llegar temprano y no esperar en el Condado de Ventura.

East County

SOUTHBOUND TO THOUSAND OAKS

Dirección sur hacia Thousand Oaks

ROUTE	SIMI VALLEY		MOORPARK		THOUSAND OAKS		Saturday/Sábado	
	Simi Town Center E. Jefferson Way	Thousand Oaks College/University Rd Calle de la Universidad	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101
ROUTE 70-73X	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P

NORTHBOUND TO SIMI VALLEY

Dirección norte hacia Simi Valley

ROUTE	THOUSAND OAKS		MOORPARK		SIMI VALLEY		Saturday/Sábado	
	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101	Thousand Oaks Library/Highway 101 Highway 101
ROUTE 70-73X	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P	9:00 A 11:00 A 1:55 P 4:00 P

FARES & PASSES		Zone 1	Zone 2
CASH FARES			
Full		\$1.25	\$3.00
Reduced*		\$0.60	\$1.50
10-Ride Pass			
Full		\$11.00	\$27.00
Reduced*		\$5.50	\$13.50
31-Day Unlimited Pass			
Full		\$50	\$105
Reduced*		\$25	\$52

Zone Areas

Zone 1 Routes within Ventura County
Zone 2 Santa Barbara/Los Angeles routes
(Coastal Express routes pay Zone 2)

*Seniors 65 years or older, Medicare or ADA/Disabled.
Children under five ride free with paying adult.

Please have exact fare. Drivers do not provide change.

Transfers Accepted

VCTC, Gold Coast Transit, Thousand Oaks Transit,
Valley Express, Simi Valley Transit, Moorpark City
Transit, Meirink, Antirak, and SBMTD.

31-Day Unlimited Pass

Accepted on VCTC, Gold Coast Transit, Thousand
Oaks Transit, and Simi Valley Transit.

CSUCI Students/Faculty

Valid CSUCI-Channel Islands ID accepted on all VCTC
routes, Gold Coast Transit, CAT, Thousand Oaks
Transit, and Simi Valley Transit.

Bienvenido A Bordo

La Comisión del Transporte del Condado de Ventura
opera autobuses VCTC en las rutas de tránsito dentro
del condado incluyendo servicio a Santa
Barbara y Warner Center.

Todos los autobuses VCTC son accesibles para sillas
de ruedas, y tienen amplio almacenamiento para
bicicletas, mascotas, mascotas, y asientos
reclinables.

Planea Su Viaje

Teléfono: 800.438.1112 (VCTC centro de llamadas)
En línea: goventura.org
Google Transit
Go511.com

Días Feriados

El servicio de VCTC no opera en Año Nuevo, Día de
Commemoración de los Caídos, Día de Independencia,
Día del Trabajador, Día de Acción de Gracias, y Navidad.

VCTC Aviso al Público de

Derechos Civiles

VCTC opera sus programas y servicios sin
discriminación de raza, color, u origen nacional,
en conformidad con Título VI de la Ley de
Derechos Civiles de los Estados Unidos.
Cualquier persona que crea que haya sido
discriminada por una práctica discriminatoria ilegal
bajo el Título VI puede presentar una queja
escrita al VCTC, al 800.438.1112 o al 800.438.1112 o visite www.goventura.org.

Animales de Servicio y Mascotas

VCTC permite los animales de servicio entrenados
para ayudar a las personas con discapacidades. Todas
las otras mascotas deben estar en una jaula y no
causar molestias a otros pasajeros. Los animales
causados por un animal de servicio o mascota son
responsabilidad del propietario.

Información de Contacto

Correo electrónico: ridecomments@goventura.org
Dirección VCTC
950 County Square Drive, Suite 207
Ventura, CA 93003

See reverse for weekday service
Para el servicio de lunes a viernes, vea el reverso

goventura.org

800.438.1112



East County

Rutas/Routes 70-73X

Schedule/Horario

Effective May 22, 2017/En vigor 22 de mayo del 2017



Ventura County
Transportation
Commission

800.438.1112

SOUTHBOUND TO THOUSAND OAKS/WARNER CENTER

Thursday-Friday, Lanes-Ventura

Direction sur Route Thousand Oaks/Warner Center

ROUTE	CA	OX	V	OXFORD	CAMARILLO	NEVILLUR PARK	THOUSAND OAKS	WARNER CTR
6:00 A	—	5:55 A	—	6:09 A	6:14 A	6:19 A	6:24 A	6:29 A
6:30 A	—	6:25 A	—	6:39 A	6:44 A	6:49 A	6:54 A	6:59 A
7:00 A	—	6:55 A	—	7:09 A	7:14 A	7:19 A	7:24 A	7:29 A
7:30 A	—	7:25 A	—	7:39 A	7:44 A	7:49 A	7:54 A	7:59 A
8:00 A	—	7:55 A	—	8:09 A	8:14 A	8:19 A	8:24 A	8:29 A
8:30 A	—	8:25 A	—	8:39 A	8:44 A	8:49 A	8:54 A	8:59 A
9:00 A	—	8:55 A	—	9:09 A	9:14 A	9:19 A	9:24 A	9:29 A
9:30 A	—	9:25 A	—	9:39 A	9:44 A	9:49 A	9:54 A	9:59 A
10:00 A	—	9:55 A	—	10:09 A	10:14 A	10:19 A	10:24 A	10:29 A
10:30 A	—	10:25 A	—	10:39 A	10:44 A	10:49 A	10:54 A	10:59 A
11:00 A	—	10:55 A	—	11:09 A	11:14 A	11:19 A	11:24 A	11:29 A
11:30 A	—	10:55 A	—	11:09 A	11:14 A	11:19 A	11:24 A	11:29 A
12:00 P	—	11:55 A	—	12:09 A	12:14 A	12:19 A	12:24 A	12:29 A
12:30 P	—	12:25 P	—	12:39 P	12:44 P	12:49 P	12:54 P	12:59 P
1:00 P	—	1:05 P	—	1:19 P	1:24 P	1:29 P	1:34 P	1:39 P
1:30 P	—	1:25 P	—	1:39 P	1:44 P	1:49 P	1:54 P	1:59 P
2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
2:30 P	—	2:25 P	—	2:39 P	2:44 P	2:49 P	2:54 P	2:59 P
3:00 P	—	2:55 P	—	3:09 P	3:14 P	3:19 P	3:24 P	3:29 P
3:30 P	—	3:25 P	—	3:39 P	3:44 P	3:49 P	3:54 P	3:59 P
4:00 P	—	3:55 P	—	4:09 P	4:14 P	4:19 P	4:24 P	4:29 P
4:30 P	—	4:25 P	—	4:39 P	4:44 P	4:49 P	4:54 P	4:59 P
5:00 P	—	4:55 P	—	5:09 P	5:14 P	5:19 P	5:24 P	5:29 P
5:30 P	—	5:25 P	—	5:39 P	5:44 P	5:49 P	5:54 P	5:59 P
6:00 P	—	5:55 P	—	6:09 P	6:14 P	6:19 P	6:24 P	6:29 P
6:30 P	—	6:25 P	—	6:39 P	6:44 P	6:49 P	6:54 P	6:59 P
7:00 P	—	6:55 P	—	7:09 P	7:14 P	7:19 P	7:24 P	7:29 P
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8:00 P	—	7:55 P	—	8:09 P	8:14 P	8:19 P	8:24 P	8:29 P
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9:00 P	—	8:55 P	—	9:09 P	9:14 P	9:19 P	9:24 P	9:29 P
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10:00 P	—	9:55 P	—	10:09 P	10:14 P	10:19 P	10:24 P	10:29 P
10:30 P	—	10:25 P	—	10:39 P	10:44 P	10:49 P	10:54 P	10:59 P
11:00 P	—	10:55 P	—	11:09 P	11:14 P	11:19 P	11:24 P	11:29 P
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12:00 P	—	11:55 P	—	12:09 P	12:14 P	12:19 P	12:24 P	12:29 P
12:30 P	—	12:25 P	—	12:39 P	12:44 P	12:49 P	12:54 P	12:59 P
1:00 P	—	1:05 P	—	1:19 P	1:24 P	1:29 P	1:34 P	1:39 P
1:30 P	—	1:25 P	—	1:39 P	1:44 P	1:49 P	1:54 P	1:59 P
2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
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6:00 P	—	5:55 P	—	6:09 P	6:14 P	6:19 P	6:24 P	6:29 P
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2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
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2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
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3:00 P	—	2:55 P	—	3:09 P	3:14 P	3:19 P	3:24 P	3:29 P
3:30 P	—	3:25 P	—	3:39 P	3:44 P	3:49 P	3:54 P	3:59 P
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5:00 P	—	4:55 P	—	5:09 P	5:14 P	5:19 P	5:24 P	5:29 P
5:30 P	—	5:25 P	—	5:39 P	5:44 P	5:49 P	5:54 P	5:59 P
6:00 P	—	5:55 P	—	6:09 P	6:14 P	6:19 P	6:24 P	6:29 P
6:30 P	—	6:25 P	—	6:39 P	6:44 P	6:49 P	6:54 P	6:59 P
7:00 P	—	6:55 P	—	7:09 P	7:14 P	7:19 P	7:24 P	7:29 P
7:30 P	—	7:25 P	—	7:39 P	7:44 P	7:49 P	7:54 P	7:59 P
8:00 P	—	7:55 P	—	8:09 P	8:14 P	8:19 P	8:24 P	8:29 P
8:30 P	—	8:25 P	—	8:39 P	8:44 P	8:49 P	8:54 P	8:59 P
9:00 P	—	8:55 P	—	9:09 P	9:14 P	9:19 P	9:24 P	9:29 P
9:30 P	—	9:25 P	—	9:39 P	9:44 P	9:49 P	9:54 P	9:59 P
10:00 P	—	9:55 P	—	10:09 P	10:14 P	10:19 P	10:24 P	10:29 P
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12:00 P	—	11:55 P	—	12:09 P	12:14 P	12:19 P	12:24 P	12:29 P
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1:00 P	—	1:05 P	—	1:19 P	1:24 P	1:29 P	1:34 P	1:39 P
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2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
2:30 P	—	2:25 P	—	2:39 P	2:44 P	2:49 P	2:54 P	2:59 P
3:00 P	—	2:55 P	—	3:09 P	3:14 P	3:19 P	3:24 P	3:29 P
3:30 P	—	3:25 P	—	3:39 P	3:44 P	3:49 P	3:54 P	3:59 P
4:00 P	—	3:55 P	—	4:09 P	4:14 P	4:19 P	4:24 P	4:29 P
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5:00 P	—	4:55 P	—	5:09 P	5:14 P	5:19 P	5:24 P	5:29 P
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7:00 P	—	6:55 P	—	7:09 P	7:14 P	7:19 P	7:24 P	7:29 P
7:30 P	—	7:25 P	—	7:39 P	7:44 P	7:49 P	7:54 P	7:59 P
8:00 P	—	7:55 P	—	8:09 P	8:14 P	8:19 P	8:24 P	8:29 P
8:30 P	—	8:25 P	—	8:39 P	8:44 P	8:49 P	8:54 P	8:59 P
9:00 P	—	8:55 P	—	9:09 P	9:14 P	9:19 P	9:24 P	9:29 P
9:30 P	—	9:25 P	—	9:39 P	9:44 P	9:49 P	9:54 P	9:59 P
10:00 P	—	9:55 P	—	10:09 P	10:14 P	10:19 P	10:24 P	10:29 P
10:30 P	—	10:25 P	—	10:39 P	10:44 P	10:49 P	10:54 P	10:59 P
11:00 P	—	10:55 P	—	11:09 P	11:14 P	11:19 P	11:24 P	11:29 P
11:30 P	—	11:25 P	—	11:39 P	11:44 P	11:49 P	11:54 P	11:59 P
12:00 P	—	11:55 P	—	12:09 P	12:14 P	12:19 P	12:24 P	12:29 P
12:30 P	—	12:25 P	—	12:39 P	12:44 P	12:49 P	12:54 P	12:59 P
1:00 P	—	1:05 P	—	1:19 P	1:24 P	1:29 P	1:34 P	1:39 P
1:30 P	—	1:25 P	—	1:39 P	1:44 P	1:49 P	1:54 P	1:59 P
2:00 P	—	1:55 P	—	2:09 P	2:14 P	2:19 P	2:24 P	2:29 P
2:30 P	—	2:25 P	—	2:39 P	2:44 P	2:49 P	2:54 P	2:59 P
3:00 P	—	2:55 P	—	3:09 P				

CSUCI - CAMARILLO			
Northbound to Camarillo Metrolink			
Dirección norte hacia Camarillo Metrolink			
ROUTE	Camille Island Station (Northbound) Interagency to	Van Cuyper Station (East)	Camille Island Metrolink
9	7:55 A	Reg	7:55 A
	7:45 A	Reg	7:55 A
	8:35 A	Reg	8:35 A
	8:45 A	Reg	8:55 A
	9:55 A	Reg	9:55 A
	9:45 A	Reg	9:55 A
	10:55 A	Reg	10:55 A
	11:45 A	Reg	11:55 A
	11:35 A	Reg	11:45 A
	12:55 P	Reg	12:55 P
	1:45 P	Reg	1:55 P
	2:55 P	Reg	2:55 P
	3:45 P	Reg	3:55 P
	4:35 P	Reg	4:45 P
	5:15 P	Reg	5:25 P
	5:45 P	Reg	5:55 P
6:15 P	Reg	6:25 P	
6:45 P	Reg	6:55 P	
7:15 P	Reg	7:25 P	
7:45 P	Reg	7:55 P	
8:15 P	Reg	8:25 P	
8:45 P	Reg	8:55 P	
9:25 P	Reg	9:35 P	
10:55 P	Reg	11:05 P	
12:35 P	Reg	12:45 P	

CSUCI - CAMARILLO		MORCA-FRISY	
Southbound to CSUCI		Lanes - Morca-Frisy	
Dirección sur hacia CSUCI			
CAMARILLO			
ROUTE 101	CSUCI - MORCA-FRISY (Eastbound)	MORCA-FRISY - CSUCI (Westbound)	INTERSTATE 5
7:00 A	7:00 A	7:00 A	7:00 A
7:30 A	7:30 A	7:30 A	7:30 A
8:00 A	8:00 A	8:00 A	8:00 A
8:30 A	8:30 A	8:30 A	8:30 A
9:00 A	9:00 A	9:00 A	9:00 A
9:30 A	9:30 A	9:30 A	9:30 A
10:00 A	10:00 A	10:00 A	10:00 A
10:30 A	10:30 A	10:30 A	10:30 A
11:00 A	11:00 A	11:00 A	11:00 A
11:30 A	11:30 A	11:30 A	11:30 A
12:00 P	12:00 P	12:00 P	12:00 P
12:30 P	12:30 P	12:30 P	12:30 P
1:00 P	1:00 P	1:00 P	1:00 P
1:30 P	1:30 P	1:30 P	1:30 P
2:00 P	2:00 P	2:00 P	2:00 P
2:30 P	2:30 P	2:30 P	2:30 P
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CSUCI - Oxnard	Oxnard	Cambridge	Moody-Friday Lunes-Viernes
<div> <div>  </div> <div> CSUCI - Oxnard Southbound to CSUCI Dirección sur hacia CSUCI </div> </div>	<div> <div>  </div> <div> CSUCI - Oxnard Southbound to CSUCI Dirección sur hacia CSUCI </div> </div>	<div> <div>  </div> <div> CAMBRIDGE Southbound to CSUCI Dirección sur hacia CSUCI </div> </div>	<div> <div>  </div> <div> Moody-Friday Lunes-Viernes </div> </div>

The Ventura County Transportation Commission
RFP No 17-90164-FR

The Ventura County Transportation Commission (VCTC) operates intercity commuter bus service throughout Ventura County, as well as to Santa Barbara and Warner Center.

Plan Your Trip

Online: goventura.org
[Google Transit](http://GoogleTransit.com)
Go511.com

WCTC Intercity Bus does not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service Animals and Pets

Additional Contact Information

Address: VCTC
950 County Square Drive, Suite 207
Ventura, CA 93003



Zonas

*Personas de 65 años o mayores; portadores de tarjeta Medicare. ADA o discapacitados.

Transbordos Aceptados

VCTC, Gold Coast Transit, Thousand Oaks Transit,
Valley Express, Simi Valley Transit, Moorpark City
Transit, Metrolink, Amtrak, y SBMTD.

Aceptado en VCTC, Gold Coast Transit, Thousand Oaks Transit, y Simi Valley Transit

Estudiantes/Facultad CSUCI
ID válido de CSU-Channel Islands aceptado en todas las rutas de VCTC, Gold Coast Transit, CAT, Thousand Oaks Transit, y Simi Valley Transit.

See reverse for weekend service
Para el servicio de fin de semana, vea el reverso

Exhibit 2 – Operating Data

VCTC provides the following information to further assist proposers with their analysis.

SERVICE PERIOD	REVENUE MILES	NON REVENUE MILES	REVENUE HRS	NON REVENUE HRS	GATE TO GATE TOTAL MILES	GATE TO GATE TOTAL HRS
FY1617 TOTAL	1,581,120	628,261	58,898	27,193	2,209,380	86,090
Annual Estimates (Eff. Nov. 10 2017)	1,541,754	652,733	65,247	28,538	2,194,486	93,785

FOR THE PURPOSES OF THIS RFP AND ALL COST PROPOSAL FORMS, BASELINE SERVICE LEVELS ARE = **93,500 ANNUAL SERVICE HOURS**

This information is based on the November 10, 2017 operational conditions:

Weekday Peak Vehicle Count:	28 AM / 29 PM
Maximum** Vehicles Available for Service:	33 (34 Planned)

Exhibit 3 – Passenger Fares and Passes

	Ventura County	Includes Los Angeles / Santa Barbara Counties	Transfer Fees
	ZONE 1	Zone 2	
CASH FARE			
Full Adult | Youth	\$1.25	\$3.00	\$1.50
Reduced Senior | ADA | Medicare	\$0.60	\$1.50	\$0.75
10-RIDE PASS			
Full Adult | Youth	\$11.00	\$27.00	\$1.50
Reduced Senior | ADA | Medicare	\$5.50	\$13.50	\$0.75
31-DAY UNLIMITED RIDE PASS			
Full Adult | Youth	\$50	\$105	N/A
Reduced Senior | ADA | Medicare	\$25	\$52	N/A

Exhibit 4 – Federal Transit Administration (FTA) Requirements

FEDERAL TRANSIT ADMINISTRATION

REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS PARTICIPATION

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material

breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

Contractor's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions of Section 1.1 below.

1.1 Good Cause

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC's sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC's part that good cause exists for the delay or postponement of Contractor's payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to

time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 2. Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Immigration and Naturalization Act of 1986 – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor’s noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain

such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. TERMINATION – Not Used.

7. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A.** The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is debarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.
- B.** Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- 1.** _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.
- 2.** If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to

this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the City which would cause the City to be in violation of the FTA terms and conditions.

10. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to

that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

11. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

B. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to VCTC. VCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

12. RECYCLED PRODUCTS

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

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. CARGO PREFERENCE

The contractor agrees:

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

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. OVERTIME REQUIREMENTS

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen, and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

The (write the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions thereof of the types described in section

1@2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

18. Transit Employee Protective Provisions.

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Exhibit 5 – Protest Procedures

VCTC/FEDERAL GUIDELINES FOR PROPOSAL PROTEST PROCEDURES FOR FEDERAL GRANTS-IN-AID AND PROCUREMENTS OVER \$25,000

I. GENERAL

This policy specifies procedures for the protest by bidders of the following staff actions:

1. A written notice by the Project Director or Executive Director denying a bidder's request for a change in specification requirement;
2. A written recommendation to the VCTC for decision by the Project Director of the Executive Director to disqualify a bidder or subcontractor;
3. A written recommendation by the Project Director or Executive Director to the VCTC to award a contract to a particular bidder.
 - a. This policy does not govern any VCTC staff decision not listed in Section I or any decision by the VCTC. Nothing in this policy shall preclude or otherwise restrict the challenge procedure.
 - b. When a protest has been properly filed prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest.
 - c. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
 1. The withholding of information is permitted or required by law or regulation; and
 2. The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

II. Filing of a Protest

- A. Protests may be filed only by interested parties. Interested parties are defined as prospective bidders on a VCTC contract and subcontractors or suppliers at any tier, who have a substantial economic interest in an award, a provision of the specifications, or a bid submitted to VCTC by a prime contractor or in the interpretation of the provisions of such documents.
- B. Protests to a specification requirement must be filed at least ten (10) working days prior to bid opening. Protests to the staff actions above must be filed within five (5) working days of receipt by the bidder of written notice of the staff action from the Executive Director or Project Director.
 - 1. Protests must be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, CA, 93003.
 - 2. Protests must be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest must be submitted by the protestor in the time and manner specified in this section.
 - 3. The Executive Director shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders known to VCTC on the contract which is the subject of the protest. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

III. VCTC Preliminary Response to a Protest: Meeting With Staff to Attempt Early Resolution of the Protest

- A. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director shall prepare and distribute to the protestor and to all persons specified in Section II (B.) (3.):
 - 1. A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested staff action is justified; and
 - 2. The time, date and place of the meeting described in Section III(B) below.

B. The Executive Director and/or appropriate VCTC staff shall meet with the protester to discuss and attempt to resolve the protest.

C. After the meeting the protester shall, within five (5) working days, give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protester requests further consideration of the protest. In the event that the protester fails to file this notice at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

IV. Further Investigation

A. If a protest is not withdrawn pursuant to Section III above, the Executive Director shall further investigate the protest with the assistance of the VCTC staff.

B. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with a protester and other interested parties the sharing of the cost of such consulting services.

C. As part of the investigation, the Executive Director shall establish reasonable ties in which VCTC, the protester, and other interested parties shall exchange all documents and arguments relevant to the protest.

V. Intended Decision: Comments by Protestor and Other Parties

A. Following investigation, the Executive Director shall prepare and distribute to the protester and all persons specified in Section II(B.)(3.) above:

1. An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
2. A statement of the date within which the protester and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest; and
3. Notice of the time, date, and place of the VCTC meeting at which the protest will be considered.

B. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:

1. The intended decision described in Section V(A) (1).
2. All written comments received within the submittal period described in Section V(A)(2).
3. If the Executive Director has revised his/her intended decision since its distribution pursuant to Section I (1), a written description of the new intended decision and the reasons for revision.

VI. VCTC Consideration

A. At the hearing, staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonably necessary to preclude repetitious or irrelevant testimony.

B. The VCTC may elect to defer its decision and direct staff to:

1. Further investigate the protest; or
2. Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact.

C. In rendering its decision on the protest, the VCTC may adopt the recommended decision and findings of fact prepared by a hearing officer, or adopt a separate decision.

Exhibit 6 –Employee Information

Covered Under CA Labor Code Section 1072, 4.6.

**[RESERVED / TO BE PROVIDED
VIA ADDENDUM]**

DRAFT

Form A

PROPOSER CHECKLIST OF MINIMUM REQUIRED ELEMENTS

Instructions: Prior to submitting, Proposer should use this check list to verify that the minimum requirements for a qualified proposal have been enclosed. Proposer shall initial each line item, indicated that said element is included with its proposal.

- ___ Cover letter containing all elements required by section 6.1 of this RFP
- ___ Proposer Certification Statement
- ___ Responses to ALL Evaluation Criteria Questions
- ___ Cost Proposal - Including Forms C, C-II, C-III
- ___ Minimum Staffing Certification
- ___ Proposer Experience Form F
- ___ Proposer Reference Form G, Parts A and B
- ___ Company Portfolio and Financial Background
- ___ Proof of required Insurance
- ___ Lobbying Certification
- ___ Certification Regarding Debarment or Suspension
- ___ Originals, Copies and Electronic Files as specified in section 6.3.1 of this RFP

Form B

PROPOSER'S CERTIFICATION STATEMENT

Firm Name of Proposer:

Name of Lead Representative:

Title:

**Name(s) of Associates who will
assist Lead Representative:**

Firm Address:

Firm Telephone No.:

Firm Fax No.:

E-Mail of Lead Representative:

The undersigned has attached to this Proposal all documents and information
required by this RFP.

Name of Firm:

Authorized Signature:

Print Name:

Title of Person Signing:

Date:

Form C Cost Proposal – Bid Rates (Fleet Option “A”)

Instructions: Enter the proposed annual costs for each rate (fixed Gate-to-gate Hourly Rate and Monthly Rate) as calculated using Cost Proposal Form C-III. The below bid rates are calculated by dividing the proposed cost by the quantity of units (hours or months). The level of service may increase or decrease pursuant to the RFP. See section 4, section 5, Exhibit 2, and Cost Proposal Forms C-II and C-III for more information.

Clearly label all Cost Proposal Forms “Cost Proposal – Form C #_____ [A, B, or C]” (as applicable).

FLEET OPTION "A": Proposer Assumes Fleet Leases and Purchase Agreements																
				Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total
		Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate (i)	93,500	Hours													
	Monthly Rate-Option A (ii)	12	Months													
NOTES																
(i) : Quantity of hours per year is the Baseline hours of service (revenue hours and non-revenue hours) from which bidders are to propose their rates. These hours are based on historical data and future service plans. Bidders are to propose all variable costs using attached Cost Proposal forms and divide variable costs by this quantity to arrive at Gate-to-gate Hourly Rate. See Exhibit 2 for more information.																
(ii): Proposed fixed Monthly Rate shall compensate bidder for all fixed non-variable costs, specific to the applicable Fleet Option [A, B, or C]. Bidders are to propose all fixed non-variable costs using attached Cost Proposal forms and divide costs by this quantity to arrive at Monthly Fixed Rate.																
<u>(iii): VCTC reserves the right to adjust total service hours from Baseline hours plus or minus (+/-) up to 20.01% without a change in the Gate-to-gate Rate or Monthly Rate. Modifications and adjustments to services may include, but are not limited to, extending, deleting, or adding lines or routes, or parts of lines or routes, and expanding or decreasing hours.</u>																

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C Cost Proposal – Bid Rates (Fleet Option “B”)

Instructions: Enter the proposed annual costs for each rate (fixed Gate-to-gate Hourly Rate and Monthly Rate) as calculated using Cost Proposal Form C-III. The below bid rates are calculated by dividing the proposed cost by the quantity of units (hours or months). The level of service may increase or decrease pursuant to the RFP. See section 4, section 5, Exhibit 2, and Cost Proposal Forms C-II and C-III for more information.

Clearly label all Cost Proposal Forms “Cost Proposal – Form C #_____ [A, B, or C]” (as applicable).

FLEET OPTION "B": Proposer Rents the Buses from VCTC

				Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total
		Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate (i)	93,500	Hours													0
	Monthly Rate-Option B (ii)	12	Months													
NOTES																
(i) : Quantity of hours per year is the Baseline hours of service (revenue hours and non-revenue hours) from which bidders are to propose their rates. These hours are based on historical data and future service plans. Bidders are to propose all variable costs using attached Cost Proposal forms and divide variable costs by this quantity to arrive at Gate-to-gate Hourly Rate. See Exhibit 2 for more information.																
(ii): Proposed fixed Monthly Rate shall compensate bidder for all fixed non-variable costs, specific to the applicable Fleet Option [A, B, or C]. Bidders are to propose all fixed non-variable costs using attached Cost Proposal forms and divide costs by this quantity to arrive at Monthly Fixed Rate.																
<u>(iii): VCTC reserves the right to adjust total service hours from Baseline hours plus or minus (+/-) up to 20.01% without a change in the Gate-to-gate Rate or Monthly Rate. Modifications and adjustments to services may include, but are not limited to, extending, deleting, or adding lines or routes, or parts of lines or routes, and expanding or decreasing hours.</u>																

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C Cost Proposal – Bid Rates (Fleet Option “C”)

Instructions: Enter the proposed annual costs for each rate (fixed Gate-to-gate Hourly Rate and Monthly Rate) as calculated using Cost Proposal Form C-III. The below bid rates are calculated by dividing the proposed cost by the quantity of units (hours or months). The level of service may increase or decrease pursuant to the RFP. See section 4, section 5, Exhibit 2, and Cost Proposal Forms C-II and C-III for more information.

Clearly label all Cost Proposal Forms “Cost Proposal – Form C #_____ [A, B, or C]” (as applicable).

FLEET OPTION "C": Proposer Acquires Some or All New Replacement Buses

				Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total
		Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate (i)	93,500	Hours													0
	Monthly Rate-Option B (ii)	12	Months													
NOTES																
(i) : Quantity of hours per year is the Baseline hours of service (revenue hours and non-revenue hours) from which bidders are to propose their rates. These hours are based on historical data and future service plans. Bidders are to propose all variable costs using attached Cost Proposal forms and divide variable costs by this quantity to arrive at Gate-to-gate Hourly Rate. See Exhibit 2 for more information.																
(ii): Proposed fixed Monthly Rate shall compensate bidder for all fixed non-variable costs, specific to the applicable Fleet Option [A, B, or C]. Bidders are to propose all fixed non-variable costs using attached Cost Proposal forms and divide costs by this quantity to arrive at Monthly Fixed Rate. Using attached notes and Form C-III, describe in detail which leases/agreements were not assigned.																
<u>(iii): VCTC reserves the right to adjust total service hours from Baseline hours plus or minus (+/-) up to 20.01% without a change in the Gate-to-gate Rate or Monthly Rate. Modifications and adjustments to services may include, but are not limited to, extending, deleting, or adding lines or routes, or parts of lines or routes, and expanding or decreasing hours.</u>																

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C-II Cost Proposal – Service Increase or Decrease (Fleet Option “A”)

Instructions: Enter the proposed annual cost for each line item (i.e. increase or decrease scenarios). Calculate the bid rate by dividing the cost by the quantity of units (hours or months). See section 4, section 5, and Exhibit 2 for more information. Using notes provide brief narrative(s) to explain rationale for any escalation or de-escalation in Gate-to-gate and/or Monthly Rates. Clearly label all Cost Proposal Forms “Cost Proposal – Form C # ____ [A, B, or C]” (as applicable).

DECREASED SERVICE - FLEET OPTION "A": Proposer Assumes Fleet Leases and Purchase Agreements																
			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
DECREASE - TIER 1	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)	
Gate-to-gate Hourly Rate	60,775.00 - 74,799.99	Hours														
Monthly Rate-Option A	12	Months														
			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
DECREASE - TIER 2	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)	
Gate-to-gate Hourly Rate	46,750 - 60,774.99	Hours														
Monthly Rate-Option A	12	Months														
INCREASED SERVICE - FLEET OPTION "A": Proposer Assumes Fleet Leases and Purchase Agreements																
			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
INCREASE - TIER 1	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)	
Gate-to-gate Hourly Rate	112,200.01 - 126225.00	Hours														
Monthly Rate-Option A	12	Months														
			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
INCREASE - TIER 2	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)	
Gate-to-gate Hourly Rate	126,225.01-140,250	Hours														
Monthly Rate-Option A	12	Months														

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C-II Cost Proposal – Service Increase or Decrease (Fleet Option “B”)

Instructions: Enter the proposed annual cost for each line item (i.e. increase or decrease scenarios). Calculate the bid rate by dividing the cost by the quantity of units (hours or months). See section 4, section 5, and Exhibit 2 for more information. Using notes provide brief narrative(s) to explain rationale for any escalation or de-escalation in Gate-to-gate and/or Monthly Rates. Clearly label all Cost Proposal Forms “Cost Proposal – Form C # ____ [A, B, or C]” (as applicable).

FLEET OPTION "B": Proposer Rents the Buses from VCTC																
				Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total
DECREASE - TIER 1	Quantity Per Year	Units		Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
Gate-to-gate Hourly Rate	60,775.00 - 74,799.99	Hours														
Monthly Rate-Option B	12	Months														
DECREASE - TIER 2	Quantity Per Year	Units		Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
Gate-to-gate Hourly Rate	46,750 - 60,774.99	Hours														
Monthly Rate-Option B	12	Months														
FLEET OPTION "B": Proposer Rents the Buses from VCTC																
				Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total
INCREASE - TIER 1	Quantity Per Year	Units		Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
Gate-to-gate Hourly Rate	112,200.01 - 126225.00	Hours														
Monthly Rate-Option B	12	Months														
INCREASE - TIER 2	Quantity Per Year	Units		Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
Gate-to-gate Hourly Rate	126,225.01-140,250	Hours														
Monthly Rate-Option B	12	Months														

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C-II Cost Proposal – Service Increase or Decrease (Fleet Option “C”)

Instructions: Enter the proposed annual cost for each line item (i.e. increase or decrease scenarios). Calculate the bid rate by dividing the cost by the quantity of units (hours or months). See section 4, section 5, and Exhibit 2 for more information. Using notes provide brief narrative(s) to explain rationale for any escalation or de-escalation in Gate-to-gate and/or Monthly Rates. Clearly label all Cost Proposal Forms “Cost Proposal – Form C # ____ [A, B, or C]” (as applicable).

FLEET OPTION "C": Proposer Acquires Some or All New Replacement Buses

			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
	DECREASE - TIER 1	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate	60,775.00 - 74,799.99	Hours													
	Monthly Rate-Option C	12	Months													
	DECREASE - TIER 2	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate	46,750 - 60,774.99	Hours													
	Monthly Rate-Option C	12	Months													

FLEET OPTION "C": Proposer Acquires Some or All New Replacement Buses

			Year One		Year Two		Year three		Year Four		Year Five		Year Six		Total	
	INCREASE - TIER 1	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate	112,200.01 - 126225.00	Hours													
	Monthly Rate-Option C	12	Months													
	INCREASE - TIER 2	Quantity Per Year	Units	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Bid Rate	Cost	Cost (Yrs 1-6)
	Gate-to-gate Hourly Rate	126,225.01-140,250	Hours													
	Monthly Rate-Option C	12	Months													

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form C-III Cost Proposal – Cost Component Detail (Fleet Option “___”)

For Form C-III: Proposers are instructed to duplicate the form and enter “A, B, or C”, as applicable for each Fleet Option.

FORM C-III - BIDDER RATES: GATE-TO-GATE								
Cost Component Detail								
DIRECTIONS: Enter detailed costs by line-item as related to hourly Gate-to-gate Service Rate - The gate-to-gate hourly rate shall compensate Contractor for all variable service costs including but not limited to, fuel for revenue vehicles, and vehicle operators' wages, insurances, fringe benefits and overhead costs. Do not include costs under gate-to-gate that are included under the monthly fixed fee. (Insert lines as applicable - include narrative for additional line-items)								
Operating Costs		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Contract Total
Driver Wages								
Driver Insurance and Fringe Benefits								
Fuel (Revenue Vehicles)								
1	Total Operating Costs							
Maintenance Costs								
2	Total Maintenance Costs							
Administration Costs								
3	Total Administration Costs							
Other Costs								
Profit - Variable (___%)								
4	Total Other Costs							
5	TOTAL VARIABLE COSTS (sum lines 1 - 4)							

FORM C-III - BIDDER RATES: Monthly Rate								
<u>Cost Component Detail</u>								
DIRECTIONS:		<i>Enter detailed costs by line-item as related to Annual Cost used to determine Monthly Service Fee. The monthly service fee shall compensate Contractor for fixed monthly costs including but not limited to: insurance, bonding, operator training, meetings, management, mechanic, dispatch, supervisor and related staff wages, facility and vehicle costs, vehicle leases; facility costs; overhead costs such as employee benefits, insurance, payroll and administration; uniforms; transfer cutters; office equipment; and Contractor office consumables. Do not include charges captured under the Gate-to-gate cost (including driver wages and fringes, and revenue vehicle fuel) in the Monthly Service Fee. Insert additional lines as needed.</i>						
<u>Operating Costs</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Contract Total</u>
Management Wages		.....	.....	.....	.....	.....	.....	.....
R. Supervisor / Dispatch Wages		.....	.....	.....	.....	.....	.....	.....
Mechanic Wages		.....	.....	.....	.....	.....	.....	.....
Utility Wages		.....	.....	.....	.....	.....	.....	.....
Other Wages		.....	.....	.....	.....	.....	.....	.....
Fuel		.....	.....	.....	.....	.....	.....	.....
.....	
.....	
.....	
1	Total Operating Costs	.....	.....	.....	.....	.....	.....	.....
<u>Maintenance Costs</u>								
Parts		.....	.....	.....	.....	.....	.....	.....
.....	
.....	
.....	
.....	
Rebuilds		.....	.....	.....	.....	.....	.....	.....
2	Total Maintenance Costs	.....	.....	.....	.....	.....	.....	.....

Form C-III continued.

	<u>Administration Costs</u>										
	Bond		.....	.....	.....	.....	.....	.....	.....	.....
	
	
	
	
3	Total Administration Costs		.....	.....	.....	.....	.....	.....	.....	.....
	<u>Maintenance / Operating Facilities</u>										
	Facility		.....	.....	.....	.....	.....	.....	.....	.....
	
	
	
	
	
4	Total Maintenance/Operating Facilities Costs		.....	.....	.....	.....	.....	.....	.....	.....
	<u>Profit (%)</u>										
	
5	Total Profit		.....	.....	.....	.....	.....	.....	.....	.....
	<u>Other Capital Costs</u>										
	Revenue Vehicle Equipment ⁺⁺		
	
	
	
	
	
6	Total Other Capital Costs		.....	.....	.....	.....	.....	.....	.....	.....

	<u>Insurance Costs</u>									
	
	
	
7	Total Insurance Costs		.....	.....	.....	.....	.....	.....	.....
	<u>Startup Costs</u>									
	
	
	
	
	
	
8	Total Startup Costs		.....	.....	.....	.....	.....	.....	.....
	<u>Other Costs</u>									
	
	
	
9	Total Other Costs		.....	.....	.....	.....	.....	.....	.....
10	TOTAL FIXED COSTS (sum lines 1 - 9)		.....	.....	.....	.....	.....	.....	.....

Form C-III

Cost Proposal – Cost Component Detail Signature

For Form C-III: Proposers are instructed to duplicate the form and enter “A, B, or C”, as applicable for each Fleet Option.

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

The Ventura County Transportation Commission

RFP No 17-90164-FR

Page 134 of 148

Form D

MINIMUM STAFFING LEVEL CERTIFICATION YEAR ONE THROUGH YEAR SIX

POSITION	WAGE RANGE	# OF FTE	AVERAGE WAGE, INCLUDING BENEFITS
General Manager*			
Operations Manager*			
Maintenance Manager*			
Safety/Training Manager*			
Lead Mechanic / Foreman*			
Road Supervisor			
Lead Dispatcher			
Dispatcher			
Drivers**			
Mechanics			
Utility (vehicle cleaning and servicing)			
Admin / Clerical			
Other: _____			
Other: _____			

Provider shall maintain at a minimum the staffing levels detailed above. Provider agrees that in the event any position is vacant more than 10 working days, VCTC may deduct the cost of the vacant position from payment due provider for the duration of the period for which the position is vacant, irrespective of any liquidated damages which may also be assessed. Positions identified with a single asterisk (*) are required of this contract.

**VCTC may elect to waive the requirement to maintain the minimum Driver FTE level identified above following a significant Long-term reduction in service hours (i.e. 15.1% or more).

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form E – Proposed Vehicles

VEHICLE CERTIFICATION FORM

VEHICLE IDENTIFICATION - PARTS I and II

PART I – NEW VEHICLE INFORMATION

All bidders shall provide the following information for each vehicle the bidder proposes to use in this project.

1. Number of Vehicles Provided _____

2. Vehicle

Type/Model/Manufacturer _____

3. Date of Manufacture _____

4. Passenger Seating Capacity _____

5. Gross Vehicle Weight Rating _____

6. Engine/Transmission Type _____

7. Horsepower _____

8. Overall Length _____

9. Exterior Width _____

10. Interior Height _____

11. Aisle Width _____

12. Step Height from Ground _____

13. Destination Signs (Describe Location and Functions):

14. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

15. Type of suspension

16. Vehicle Emissions for NO_x (*grams per brake horsepower-hour*). *If an explanation of the means of meeting the oxides of nitrogen standard warranted, please include here:*

If any used vehicles are proposed, complete Part II of this form.

FORM E – PROPOSED VEHICLES

VEHICLE CERTIFICATION FORM

CERTIFICATION PART II - STATEMENT OF CONDITION FOR EACH USED VEHICLE

If ANY used vehicles are proposed by the Contractor for use in this project, this form shall be completed for each vehicle so proposed.

1. Number of Vehicles Provided _____
2. Primary or Back-Up Vehicle _____
3. Vehicle Type/Model/Manufacturer _____
4. Date of Manufacture _____
4. A Date of planned replacement (Month and Year)

5. Passenger Seating Capacity _____
6. Gross Vehicle Weight Rating _____
7. Engine/Transmission Type _____
8. Vehicle Length and Exterior Width _____
9. Interior Height & Aisle Width _____
10. Step Height from Ground _____
11. Destination Signs (Describe Location and Functions):

12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)

13. Total Accumulated Vehicle Mileage to Date: _____
14. **Number of Miles & Hours on Engine and Transmission Since Last Overhaul:**

15. Tire Condition: New Used Recapped

Comments:_____

16. Type of suspension

17. Vehicle Emissions for NO_x (*grams per brake horsepower-hour*). *If an explanation of the means of meeting the oxides of nitrogen standard warranted, please include here:*

Form E-II

CERTIFICATION OF COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus **“manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS”**.

The Bidder understands through this certification that all vehicles provided under this contract shall conform to Federal and State regulations in effect at time of vehicle delivery.

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form F

PROPOSER EXPERIENCE

Client List for Transportation Services Currently and/or Previously Provided:

1. Client Name: _____
Client Address: _____
Contact Person: _____
Telephone Number: _____
Period of Service: _____
Contract Value: _____

Please describe how this service is similar to the VCTC intercity transit service.

2. Client Name: _____
Client Address: _____
Contact Person: _____
Telephone Number: _____
Period of Service: _____
Contract Value: _____

Please describe how this service is similar to the VCTC intercity transit service.

3. Client Name: _____
Client Address: _____

Contact Person:_____

Telephone Number:_____

Period of Service:_____

Contract Value: _____

Please describe how this service is similar to the VCTC intercity transit service.

DRAFT

FORM G. PROPOSER REFERENCE FORM PART-A

(Form G-A and corresponding financial statements must be sealed with Original Proposal; see Section 3.1)

1. NAME _____
2. Proposer is a: (circle one)
Corporation/Partnership/Association/Sole Proprietorship
3. Proposer's Address and Telephone Number:

4. Name, Title, and Telephone Number of Proposer's Authorized Representative:

5. **Bidder's Credit References:** (Include names, address, and telephone numbers of at least three references, one of which must be the organization's bank)
 - A. _____

 - B. _____

 - C. _____

FORM G. PROPOSER REFERENCE FORM PART-B

(Include Form G-B with all proposal copies)

1. NAME _____
2. Proposer is a: (circle one)
Corporation/Partnership/Association/Sole Proprietorship
3. Proposer's Address and Telephone Number:

4. Name, Title, and Telephone Number of Proposer's Authorized Representative:

6. **Bidder's Performance References:** (Include names, address, and telephone numbers of at least three references, one of which must be a current client)
 - A. _____

 - B. _____

 - C. _____

Form H

[RESERVED]

Mail-in Reference Questionnaire to be issued via addendum

DRAFT

Form I

Lobbying Certification

As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of _____, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, “Disclosure Form to Report Lobbying,” would be submitted and would include all information required by the form’s instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

Form J Certification Regarding Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Ventura County Transportation Commission. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Ventura County Transportation Commission, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Representative

Date

Printed Name & Title

Name of Firm

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