

**VENTURA COUNTY TRANSPORTATION COMMISSION  
HERITAGE VALLEY TRANSIT SERVICES AGREEMENT**

**EXHIBIT A - SCOPE OF WORK**

**1 ROUTE AND SERVICE DESCRIPTION**

**1.1 Fixed Route**

The Contractor shall operate all designated routes using VCTC-owned buses, Contractor provided operators, and shall provide at the Contractor’s expense, all fuel, supplies and accessories necessary for safe operation of such vehicles. All related costs shall be included in the Contractor’s proposed hourly service rate. The Contractor and Contractor’s personnel shall maintain and operate said vehicles and perform the services at all times in a safe, efficient, and lawful manner, and shall comply with all state, federal and local regulations. The Contractor shall complete all scheduled route hours on a daily basis as specified by VCTC. The Contractor agrees that the vehicles used in performing the services shall, at all times, be maintained and operated in a manner satisfactory to VCTC and suitable for passenger transportation, and shall comply with ADA requirements for provision of fixed route services. The Contractor shall maintain all vehicles per the standards of the manufacturer or as otherwise specified by VCTC.

Fixed Route - General Service Framework\*

<b>Feature</b>	<b>Santa Paula Circulator</b>	<b>Fillmore Circulator</b>	<b>Fillmore-Piru Connector Shuttle</b>	<b>Fixed Route Expansion Option A**</b>
Route Cycle	60 min	30 min	30 min	<i>TBD</i>
Headways	30 min (avg)	30 min (avg)	30 min (avg)	<i>TBD</i>
Hours – Weekdays*	6:00am – 8:00pm	6:00am – 8:00pm	6:00am-8:00pm	<i>TBD</i>
Hours – Weekends*	8:00am – 6:00pm	8:00am – 6:00pm	N/A	<i>TBD</i>
Drivers – Weekdays/Week ends	4 / 2.5	1.5 / 1.5	1.5/NA	<i>TBD</i>
Revenue Vehicles	2	1	1	<i>TBD</i>
Capacity Per Bus (Amb/WC)	23 (17/2)	23 (17/2)	23 (17/2)	<i>TBD</i>
Projected Yearly Revenue Hours	8600	4400	3570	<i>12,500</i>

\* Fixed Route Service levels may be modified pursuant to this Agreement.

\*\* Fixed Route Service Expansion (“Option A”): Service Option A includes up to 12,500 additional fixed route revenue hours.

## 1.2 General Purpose Dial-a-ride (DAR) and ADA Paratransit

### 1.2.1 General Purpose Dial-a-ride (DAR)

Contractor shall provide general purpose dial-a-ride service for the general public within the Heritage Valley. This service is open to the general public and does not require ADA paratransit eligibility. Historically Dial-a-ride trips are generally requested (and scheduled) same-day on-demand. Depending on availability, Dial-a-ride service is expected to be scheduled for within one hour of a requested pickup time.

#### Dial-a-Ride General Service Framework\*

<b>Feature</b>	<b>Dial-a-ride</b>	<b><i>Dial-a-ride Expansion Option B**</i></b>
Hours –Weekdays	6:00am – 8:00pm	<i>6:00am – 8:00pm</i>
Hours –Weekends	8:00am – 6:00pm	<i>8:00am – 6:00pm</i>
Projected Yearly Revenue Hours Not To Exceed	10,400	+5,000 (=15,400)

\* Dial-a-ride Service levels may be modified pursuant to this Agreement.

\*\*Dial-a-ride Expansion (“Option B”): Service Option B includes up to 5,000 additional Dial-a-ride revenue hours.

### 1.2.2 ADA Paratransit

Upon request by an eligible passenger, Contractor shall provide complementary ADA paratransit service in a non-discriminatory manner in compliance with the Federal Transit Administration (FTA) regulations for the implementation of the ADA, and shall strive to meet best practices for overall operational effectiveness and efficiency. This service is available to ADA paratransit certified passengers. ADA Paratransit reservations can be made one day, and up to one week, in advance and service is to be scheduled for within one hour of a requested pickup time. Same day trip reservations are not required but may be accommodated pending availability.

Historically, the demand for ADA paratransit has been very low. In fiscal years 2013/2014 and 2012/2013 zero ADA paratransit trips were performed. Currently, complementary ADA paratransit service is provided during the hours of operation and in the three-quarter mile service area of the Santa Paula Commuter Bus route. In addition to the existing limited service area and available hours, there is a substantial fare differential between the ADA paratransit passenger fare and the discounted adult DAR fare. The current ADA paratransit trip fare is twice the standard adult fare on the existing fixed route circulator.

With the expansion of fixed route service, the service area and available hours of service for complementary ADA paratransit will increase. However, VCTC does not anticipate a

significant increase in ADA paratransit demand due to the continued fare differential between the planned DAR and ADA paratransit services. (See Fare Structure, section 2.)

ADA Paratransit General Service Framework

<b>Feature</b>	<b>Santa Paula/Fillmore</b>	<b>Fillmore-Piru Shuttle</b>
Hours –Weekdays	6:00am – 8:00pm	7:00am – 4:00pm
Hours –Weekends	8:00am – 6:00pm	n/a

**1.3 Holidays & Special Events**

There will be no scheduled fixed route or dial-a-ride service on the following six holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In addition to regular transit service operations, Contractor may be requested by VCTC to provide special event, promotional, or other special transportation services that have been determined to be in the public interest.

**1.4 Service Adjustments**

Demand for service may increase from time to time, requiring additional hours, and/or more frequent service. VCTC reserves the right to adjust service at any time plus or minus twenty percent from the projected number of hours. Modifications to services may include, but are not limited to, extending, deleting, changes to headways or adding routes, or parts of routes, and expanding or decreasing revenue hours. The Contractor must have available, or be able to acquire in a timely fashion, personnel required for the operation of the contract. Changes in revenue hours will be categorized as described below.

Base Service Package

Without invalidating the contract, VCTC may order additions or deletions from the work to be performed under the Base Package. VCTC will be allowed to increase or decrease Base Package annual revenue hours by 20% without affecting the rate for service.

In the event that the actual revenue hours fall below eighty percent (80%) of the total projected annual revenue hours, VCTC reserves the right to negotiate a revised fixed unit cost per revenue hour with Contractor. Such negotiations would also occur in the event that transit vehicles need to be provided by the Contractor during the term of the contract.

Renegotiation of service hours may also be triggered if the service fails to achieve the State required percentage of operating costs from fare revenues.

Service Expansion Options

During the period of this contract, VCTC anticipates making changes to the structure of the services that could result in the Contractor being offered up to 17,500 additional hours of revenue service over the Base Package in the form of Expansion Option A (up to 12,500 fixed route revenue hours), Option B (up to 5,000 dial-a-ride revenue hours), or Option C (any combination of options A and B). Expansion service hours will be compensated based on the proposed expansion service rate contained in the cost Agreement. If any of the options are implemented, VCTC will be allowed to increase or decrease total annual revenue hours (i.e. the base package + elected option(s)) by 20% without affecting the rate for service.

**2. FARE STRUCTURE**

Fare boxes and pass card-readers will be provided by VCTC. Fareboxes shall be maintained by Contractor, and Pass card-readers will be maintained by VCTC. Contractor shall collect the fares and charges established by VCTC. Fare collection and all related security measures shall be the responsibility of Contractor. VCTC reserves the right to approve any system implemented throughout the contract term. VCTC reserves the right to examine the books of fares collected at any time. Cash fares collected by the contractor will be deposited into a bank account held by VCTC. At all times, passenger fares are the property of VCTC. Non-cash Fare media shall be collected and submitted to VCTC staff or disposed of in accordance with VCTC policy.

Contractor shall not issue any fare media that has not been specifically approved by the VCTC nor shall the Contractor allow sales to be “on account” or to be paid over time. Contractor is prohibited from selling fare media at other than face value and may not charge any additional fees to process transactions other than those specifically authorized in advance by the VCTC.

Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. Cash fares are to be in the amount due for their appropriate fare classification; as drivers do not make change. Below is the proposed fare structure to be accepted on the HVTS, the fares are subject to change:

➤ **Fixed Route**

<b>Fare Type</b>	<b>Proposed Fare</b>
Fixed Route Adult	\$1.00
Fixed Route Youth (<18)	\$0.50
Fixed Route Child <5	Free
Fixed Route Senior/Disabled	\$0.50

➤ **Dial-A-Ride**

<b>Fare Type</b>	<b>Proposed Fare</b>
Dial-a-ride Adult/Youth	\$1.75
Dial-a-ride Child <5	Free
Dial-a-ride Senior/Disabled	\$0.85

➤ **ADA Paratransit**

<b>Fare Type</b>	<b>Proposed Fare</b>
ADA Paratransit	\$2.00

The HVPAC is in the process of reviewing the fare structure and media, including options for passes and transfers. *The above proposed cash fares are for example purposes only.* The fare amounts and types are subject to change.

Fares will be collected, fully counted, secured and deposited by the Contractor daily. VCTC will compare farebox counts with each daily driver log or manifest, as proof that each passenger paid the fare. Any discrepancies may be offset against the Contractor's invoice for services each month.

**3 DESCRIPTION OF FLEET**

VCTC will furnish fifteen (15) transit vehicles required for the Heritage Valley Transit Service. Contractor provides required drivers, dispatch, on-going maintenance, storage, heavy repairs, running repair work, supervisory/management services, and all other goods and services needed to provide the operating transit services described in this Scope of Services unless expressly stated that such goods and services will be provided by VCTC. The vehicles will be stored and regular maintenance will be performed within the service area.

See below for fleet information:

<b>Vehicle Type</b>	<b>Quantity</b>	<b>Ambulatory Capacity</b>	<b>Wheelchair Capacity</b>	<b>Manf. / Chassis</b>	<b>Engine</b>	<b>Fuel</b>
Cutaway Bus (23' L)	5	14 Passengers	2 WC Users	Glaval/Chevy	6.0 V8	Gasoline
Cutaway Bus (25' L)	5	16 Passengers	2 WC Users	Glaval / Chevy	6.0 V8	Gasoline
Low-floor Cutaway Bus (26'L)	5	23 Passengers	2 WC Users	ARBOC / Chevy	6.0 V8	Gasoline

VCTC reserves the right to furnish substitute or expansion vehicles should the requirement arise during the term of the Contract. Contractor shall comply with all California and federal requirements and regulations regarding inspections of transit and ADA paratransit vehicles.

## **4 MARKETING AND PUBLIC RELATIONS**

VCTC shall be responsible for all marketing and public relations activities. VCTC shall furnish all schedules, maps, tickets, transfers, passes, and other printed materials required for marketing the service. Contractor shall distribute passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs undertaken by VCTC from time to time.

VCTC shall be the exclusive public media spokesperson in connection with transit service. Under no circumstance shall Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the transit service without permission from VCTC.

### **4.1 SIGNAGE AND VEHICLE**

Contractor shall display required head signage, in plain view, in all vehicles while in revenue service.

## **5 MEDICAL ASSISTANCE TO PASSENGERS**

Contractor employees will not be required by VCTC to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and follow directions accordingly.

## **6 OPERATION OF SERVICES**

The services to be performed by the Contractor pursuant to this Agreement are: (1) Actual dispatch and operation of the Fixed Route community circulators and Dial-A-Ride/ADA Paratransit buses and, (2) submission of reports and other materials to VCTC as specified within this Agreement.

All operations will be carried out in accordance with California, DOT and FTA regulations and Title VI non-discrimination laws. Contractor will operate transit service in a safe, courteous, reliable manner as specified by VCTC and in strict accordance with the operating days and hours, routes and schedules set forth in the current VCTC brochures or any revisions thereto in writing.

Notwithstanding the above, Contractor will be authorized to deviate from established routes when necessary to avoid construction, detours, or other obstruction within the public right of way, or conditions which otherwise would cause an unsafe condition or operation of the service. Contractor shall notify VCTC of such obstruction causing deviation as soon as is practicable upon learning the deviation may become necessary.

## **6.1. Personnel**

The Contractor shall comply with all California, FTA and DOT requirements as they relate to screening and hiring of staff. The Contractor shall comply with all State and Federal requirements related to non-discriminatory recruiting and hiring practices.

Contractor shall make every effort to retain current employees of incumbent transit contractor, Fillmore Area Transit Corporation, in accordance with CA Labor Code 1070-1074. Contractor shall use appropriate screening and selection criteria for employing operations personnel. Those checks shall include DMV and criminal background checks, pre-employment drug screening, and physicals of all employees associated with this contract and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all time

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public, as allowed by California State law.

The retention of a well-trained, motivated, and stable workforce is a highly desired component of VCTC transit operations. VCTC reserves the right to review the resumes of management personnel assigned to this Contract. VCTC may, at its sole discretion, accept or reject any individual proposed by the Contractor during the contract start-up and for any replacement during the term of this Contract. Contractor shall not remove any management personnel without cause without the prior written consent of VCTC. VCTC may also, at its sole discretion, require the replacement of any supervisor or management staff.

Contractor shall provide customer information to the public in English and Spanish during all hours of system operation, Monday through Sunday. Bilingual personnel shall be available during operating hours to receive emails and telephone calls from the public and to provide translation for transportation system personnel and passengers. A minimum of fifty percent (50%) of operations personnel should be bilingual. Contractor shall also install and maintain a TDD system for the hearing impaired. Contractor shall maintain at its own expense at least two distinct telephone lines: one line advertised for and dedicated to ADA Paratransit trip reservations and one line dedicated to the HVTS general customer service; the latter to include options for callers to be connected to trip reservationists for the general purpose dial-a-ride service, or to an HVTS operator for information. Each line shall rollover to at least two other stations. Inbound call data to the ADA Paratransit reservation line shall be tracked and monitored for appropriate hold times. (See section 8)

### ***6.1.1. Key Personnel***

The Contractor shall employ other persons as are necessary to enable the Contractor to perform the services of the contract. The drivers, dispatchers and supervisors must be

dedicated to the HVTS. VCTC reserves the right to require immediate removal or reassignment of any Contractor employee from HVTS it deems unfit for service for any reason, not contrary to law. The VCTC reserves the right to deduct from payments to the Contractor, the salary cost of any vacant positions, whether required herein or established by practice.

- Project Manager: Contractor shall provide an on-site Project Manager to manage the day-to-day operation of the Heritage Valley Transit System. The Project Manager must have at least five years of experience in managing transportation services similar to that provided pursuant to this Agreement. The assigned Project Manager will be responsible for monitoring all aspects of the transit system operations including, but not limited to, ridership, quality of service, customer satisfaction, fare collection, accounting in accordance with current established practices, staff motivation, and performance of all Contractor personnel. The Project Manager shall meet with VCTC staff on a regular basis to review performance and address issues on operations and maintenance, and compliance with VCTC transit operating performance criteria. In the absence of the Project Manager, a designated manager shall be fully responsible for the performance of Contractor duties and shall be authorized to take all necessary actions on behalf of the Contractor regarding management of services. The Contractor must ensure that either the Project Manager or the designated backup manager be available locally at all times. The Project Manager or designated manager will not assume other positions within the system, such as driver, but will remain available at all times as manager of the HVTS operation.
- Operations Supervisor(s): Contractor shall employ no less than one full-time Operations Supervisor to provide support during accidents or incidents, including event investigation and follow-up; regular street supervision of service, including the monitoring of schedule adherence, on-street operation, and on-route compliance; and assistance with driver training.

On-street supervision will include at a minimum conducting roadside pickup and drop-off observations as well as on-board ride checks to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, schedules and passenger relations). VCTC also reserves the right to perform similar investigations and adherence checks of its own, without notice, to ensure compliance with terms of the Contract. All cleaning, maintenance and other personnel that work after service hours shall be appropriately supervised.

- Dispatchers & Phone Operators: Contractor shall install Contractor-furnished radios on all HVTS revenue vehicles. Contractor shall provide the base station and accessories. Contractor shall provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems which could impact HVTS.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone manners, conflict resolution, accident and incident procedures, radio operations, and shall be knowledgeable of local/regional transit schedules, transfer points, rates, and operating policies. Personnel shall



be monitored and refresher training will be offered as necessary. Contractor shall ensure that at least one dispatcher is present whenever fixed route and/or DAR/ ADA paratransit operations are in service.

Both dispatchers and phone operators shall coordinate the provisions of this service such that it will optimize the number of riders carried and minimize circuitous routing of DAR/ ADA paratransit services, while maintaining on-time performance. Phone operators shall advise DAR riders to the best of their ability, approximate time of pick-up, and for ADA paratransit riders a scheduled pickup time pursuant to the negotiated pickup window. At no time shall the Contractor schedule an ADA paratransit passenger to remain on board a vehicle longer than the time it would take to do the same trip via fixed route.

- Mechanics: Contractor shall provide the mechanic staff necessary to provide maintenance of VCTC vehicles under the terms of this contract. ASE certified mechanics are desired. At a minimum, Contractor shall ensure that the Comprehensive Staffing Plan include one maintenance manager. This individual may also perform hands on mechanical service.

It shall be the sole responsibility of Contractor to ensure mechanics are properly trained and certified to service components of the vehicles. Contractor shall comply with all applicable training, inspection, testing and reporting requirements of the California Air Resource Board (CARB).

The Contractor shall keep records of employee certifications of any trainings completed, including the initially required training.

- Drivers: All drivers shall be required to have valid class B California Driver's Licenses with endorsements for operation of the vehicle to which they are assigned. All drivers must also have in their possession at all times when operating a vehicle for the HVTS service, a valid Department of Motor Vehicles (DMV) Medical Examiner's Certificate and applicable verification of training. The Contractor shall be responsible for monitoring DMV records for drivers to ensure their continued qualification and suitability for fixed route transit and/or DAR/ ADA paratransit vehicle operations.

Contractor shall review current DMV reports of all applicants for the position of driver and shall reject any applicant with a conviction for driving under the influence in the past seven (7) years. Contractor shall join and bear full cost of the DMV Pull Notice program, whereby Contractor shall be notified of any activity on a driver's driving record. Any driver exceeding the DMV point system or with a revoked or suspended license will not be allowed to operate a HVTS vehicle. VCTC reserves the right to require Contractor to replace any driver not acceptable to VCTC. All drivers shall comply with the CHP Driver's Log regulations.

### ***6.1.2 Uniform Set of Policies and Procedures***

The Contractor will be required to develop a full set of policies and procedures – including issues designated by VCTC – for all staff involved in the program. These policies and procedures will:

- A. Establish and implement policies and procedures for all operations staff including drivers, office staff, managers, and mechanics.
- B. Establish and implement drug and alcohol testing procedures for the service program that are fully compatible with local, State, and Federal Transit Administration regulations. The successful bidder must submit a Substance Abuse Plan to VCTC which meets all requirements of the Federal Transit Administration and must substantiate that the plan has received FTA approval or otherwise meets FTA requirements.

These policies and procedures will be subject to VCTC’s review.

#### **Training of Drivers, Dispatchers and Supervisors**

The Contractor will develop a full driver, supervisor, and dispatch training program, using generally accepted approaches used in the industry. Contractor shall maintain a record of all training programs including periodic updates and employee attendance. All drivers will be required to complete all training and one week of on-board training prior to transporting passengers. The Contractor will be responsible for paying the drivers for their time in training and ensuring that the drivers attend the training. Subject to VCTC approval, the program must provide, at a minimum, one hundred and twenty (120) hours of classroom and behind-the-wheel instruction covering (but not limited to):

- Customer service & VCTC expectations
- Comprehensive public transit route detail for all routes
- Defensive driving
- Emergency procedures
- System safety and security
- Sensitivity training
- Passenger assistance methods (including proper operation of all lifts/mobility aid tie-downs)
- On board training
- The proper operation of the two-way radio system
- Daily vehicle inspections
- Accident/incident procedures
- ADA Regulations
- Federal and State rules and regulations
- Employee work rules/ HVTS operating policies

Within this required training period, Contractor shall instruct drivers in at least eight (8) hours of disability awareness sensitivity training, which includes ADA regulations and procedures;

four (4) hours of sexual harassment training; eight (8) hours of passenger incident and difficult passenger training; and eight (8) hours of defensive driving training. VCTC reserves the right to review all training materials, to monitor training sessions and amend training requirements during the course of the contract. At a minimum, Contractor shall provide bi-annual refresher training to all staff and shall at VCTC's direction provide additional training as determined by the VCTC. All training shall comply with applicable state and federal requirements. Contractor will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate training. A waiver of some or all of the training requirements will be permitted for all current drivers who have been trained, as described above, and in service for six consecutive months. VCTC strongly encourages the hiring of current experienced drivers.

At least forty (40) hours of behind-the-wheel training, under supervision, shall be provided to all transit drivers. Such behind-the-wheel training may not occur while the vehicle is in revenue service. Additional hours of training may be required to familiarize operators with routes and with the service area. Contractor shall be required to comply with any and all State and/or Federal regulations with respect to new-driver training and licensing.

All drivers shall be trained to comply with all federal, state and local laws and regulations pertaining to the use of, or the prohibition of the use of, communication devices such as cell phones and hand-operated electronic devices. More restrictive rules and policies may be established and enforced by VCTC or Contractor.

### ***6.1.3 Drivers Requirements/Qualifications***

The Contractor will be responsible for training all office staff and personnel who will carry out the responsibilities of operating service vehicles. All vehicles must be operated by certified, qualified, and appropriately licensed and trained drivers.

Contractor shall conduct a background check on each driver to ensure they meet the following standards and are qualified to perform the intended services:

- All operators must be employees (full or part time) of Contractor. The Contractor may not sub-contract with non-employees to execute revenue service or vehicle operations unless specifically authorized by VCTC in advance.
- Continuous possession of a valid California driver's license for the past five years
- Prior to the operation of revenue service, the possession of a current Class B license with appropriate certifications and endorsements issued by the California DMV. Not more than two moving violations in the past five years and no DUI convictions within the last seven years.
- Demonstrated command of the English language, both oral and written
- Ability to resolve complaints and problems as required
- No felony conviction history

Must pass and comply with Federal Drug and Alcohol Testing regulations

*A waiver by VCTC of certain requirements may be permitted for current drivers on a case-by-case basis who have been in service for at least six (6) consecutive months.*

The following shall be minimum service requirements and driver responsibilities. Failure to carry out these responsibilities shall result in the driver or drivers being prohibited from driving any VCTC owned or lease vehicle in revenue service. Drivers shall:

- Appear neat, clean, and well groomed, in approved uniform
- Be helpful and courteous to passengers at all times
- Operate the vehicle safely and legally
- Assist elderly passengers and passengers with physical impairments
- In cases of emergency, immediately contact dispatch for direction
- Call out stops in accordance with FTA requirements
- Not deviate from route and schedule without VCTC approval
- Not smoke in vehicle and enforce no smoking rules on the bus
- Submit suggestions for service improvements to VCTC via Contractor

#### **6.1.4 Driver Removal**

VCTC may require Contractor to immediately remove, pending investigation, any driver from transit service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California driver's license.
- Conviction of any felony criminal offense.
- Unacceptable customer service as reported by customers, other drivers, or as observed by VCTC staff
- Non-compliance with Contract specified appearance standards

#### **6.2. Americans with Disabilities Act (ADA) Requirements**

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

- Compliant ADA paratransit trip reservation and scheduling process, and the fulfillment of operation of complementary paratransit services
- Announcing major stops and transfer points (internally and externally)
- Deploying functioning wheelchair lifts or ramps upon passenger request
- Securing passengers using wheelchairs or using seated mobility devices such as scooters
- Securing passenger mobility devices
- Picking-up passengers with disabilities
- Having a functioning wheelchair lift or ramp
- Repairing electronic destination signs for fixed route vehicles within a reasonable period,

and providing clearly readable temporary paper destination signs

### **6.3 Safety and Security**

Program shall conform to all DOT and FTA specification and that of any state or federal agency with jurisdiction.

Contractor shall develop, implement, and maintain a formal safety and accident prevention program, including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier and the VCTC.

In the event of an emergency such as flood, fire, or earthquake, the Contractor shall deploy vehicles in a manner described by the VCTC. Emergency service does not constitute an expansion of service. This requirement is discussed further in sections 8.6.8 and 8.6.9 of this document.

### **6.4 Accidents and Incident Reporting**

VCTC requires Contractor to have an accident and incident notification program. Contractor shall develop, implement, and maintain formal procedures, approved by the VCTC, to respond to emergencies and routine concerns that from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to: in-service vehicle failure, lift failure, passenger disturbances, passenger injuries and vehicle accidents.

All accidents must be reported to VCTC by telephone immediately by Contractor staff or management and Contractor must prepare and submit incident and accident investigation reports in writing as soon as practical, not to exceed five business days from the date of the event Contractor shall submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents, passenger incidents and workers' compensation claims.

Contractor is requested to have vehicle operators report public safety incidents observed by them to the dispatcher or General Manager, who in turn, is to be requested to refer all such incidents to the proper authorities. Such observed incidents shall include, but not limited to: fires; criminal acts; suspicious circumstances; public right-of-way obstructions; natural disasters; signal outages or bulb out; collisions etc.

### **6.5 Software and Hardware**

VCTC will furnish trip reservation and scheduling software and associated hardware for ADA paratransit and dial-a-ride operations, which will remain the property of VCTC upon termination of this contract. The software and/or hardware are subject to change. The Contractor shall be required to use the software and hardware purchased and assigned for use

in the operation of Heritage Valley Transit Services, including additional software or equipment products and systems that may be purchased for the full scope of operations; such as for fixed route scheduling and monitoring, farebox reconciliation, or maintenance performance. Currently, VCTC utilizes Trapeze PASS and Trapeze Mobile Data Terminals (MDTs) for its dial-a-ride and ADA paratransit operations.

#### ***6.5.1 Trapeze PASS and On-board MDTs***

This system shall enable Contractor to track and communicate reservations, dispatching, and scheduling. The objectives of this system are to:

- Allow service providers to enter and identify riders' information, including their specific disability related mobility aids and special needs requirements.
- Reduce time needed to receive and process individual trip requests.
- Improve the scheduling of individual trip requests, maximize vehicle productivity and minimize service cost within established service standards.
- Provide for direct electronic information transfer between VCTC and the Contractor.
- Provide for direct communication between dispatch operations and drivers.
- Streamline system operations/financial reports and invoice processing and validation.
- Enhance information database on registered users.
- Provide more timely data and comprehensive management information.

Provider shall be responsible for maintaining a data communication line for the purpose of receiving information using a computer terminal, printer and modem provided and maintained by provider.

#### ***6.5.2 Radio***

Contractor shall furnish and equip each transit vehicle with a two-way radio system, including frequency, to provide communications with Contractor vehicles, Contractor's operating and maintenance facilities and dispatch office. The radio equipment is to be available for normal dispatching as well as emergency situations (e.g., accidents, mechanical breakdowns), thereby enabling Contractor to immediately dispatch substitute vehicles. Contractor assumes the responsibility of all maintenance operations and maintenance costs of the radio system.

#### ***6.5.3 On-Board Cameras***

It is VCTC's intent to provide on-board cameras on all passenger vehicles within a year of the contract. The cameras will remain the property of VCTC upon termination of this contract. Images and recordings from the cameras will be available and used by both the contractor and the VCTC.

## 6.6.6 Reports

### Operating Records

The Contractor shall be responsible for providing computers and software to meet all reporting, scheduling and dispatching requirements. Contractor shall maintain complete computerized operating records for the duration of this Agreement, including, but not limited to, the following:

- A vehicle log showing vehicle pull-out and pull-in times, driver breaks, and total revenue vehicle hours, deadhead hours, fuel usage, and revenue mileage and deadhead mileage for each vehicle by day.
- A daily computerized trip sheet for each driver filled out completely and correctly.
- Complete records of passengers transported and fares collected, by route, by stop, by day, by month, and by year for each service.
- A complete record of all accidents and incidents involving a revenue vehicle, or revenue service (e.g. a non-vehicle passenger incident).
- Preventative maintenance records related to the VCTC-owned fleet.
- All other reports as may be required by VCTC, including any financial reports related to the Heritage Valley Transit Service.

All operating records shall be available to VCTC for immediate inspection upon request.

### Ridership Reports

Ridership information shall be collected on all Heritage Valley transit services on a daily basis. Ridership shall be separated by mode, day, and fare category. This report shall be e-mailed in Excel format to the VCTC Program Manager within five (5) business days from the end of each month.

### Passenger Complaints

Contractor shall conduct an investigation of each complaint to identify cause and prevent recurrence. Contractor shall formally respond to passenger complaints in writing to VCTC within five (5) business days of receipt. Contractor shall contact complainants by telephone, or follow up with written correspondence if necessary.

### National Transit Database Reporting

Contractor shall collect data, keep records and provide reports sufficient to enable VCTC to meet FTA National Transit Database (NTD) reporting requirements. Contractor shall ensure that all required information is collected and reported in a timely fashion. When paratransit trip survey sample data is required, Contractor will collect and report the data to VCTC.

### Monthly Data

Contractor shall provide operation and maintenance data on transit system management on a monthly basis in format and structure to be determined by VCTC. Reservation and trip schedule information related to DAR/ADA Paratransit may be entered and transmitted using the Trapeze PASS database. VCTC reserves the right to adjust the reporting requirements at any time during the contract.

The Contractor shall submit to VCTC on or before the fifth (5<sup>th</sup>) business day of each month, a set of reports that reflects the following:

1. Total passengers carried by passenger class (e.g. adult, senior, youth, etc.) per fixed route trip or dial-a-ride/ADA paratransit driver run, and summarized by type of day, weekdays, Saturdays and Sundays.
2. Total revenue collected by fare type (e.g. adult, senior, youth, adult monthly pass, youth monthly pass, etc.) per fixed route trip or dial-a-ride/ADA paratransit driver run
3. Vehicle hours of service provided by route (revenue and non-revenue), and summarized by type of day, weekdays, Saturdays and Sundays.
4. Vehicle miles of service operated by route (revenue and non-revenue), and summarized by type of day, weekdays, Saturdays and Sundays.
5. Schedule Adherence (OTP) per mode type, i.e. fixed route, dial-a-ride and ADA paratransit
6. Scheduled, performed, cancelled, no-showed and missed trips for dial-a-ride and ADA paratransit service
7. Origins and Destinations of trips (Specific to DAR and ADA paratransit)
8. Number of days operating
9. Passenger complaints
10. Fuel consumption by gallon
11. Scheduled and Completed Preventative Maintenance Inspections –date and mileage completed reported by vehicle unit
12. In-service vehicle breakdowns
13. Fleet mileage information
14. Driver Training and Evaluation
15. Accidents and incidents

## **6.7 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 Agreement. 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.

## **6.8 Performance Measures**

All performance measures will be strictly adhered to in order to provide the highest level of service possible. The VCTC reserves the right to monitor Contractor in its performance of



the Contract to ensure all performance measures are adhered to. To receive full compensation, Contractor is required to meet or exceed the following standards of performance on a monthly basis.

#### Fixed Route

- Ninety-five percent (95%) of trips operating on-time; an on-time trip is defined as having time point adherence of 0 minutes early and no more than 15 minutes late.
- No more than 5 complaints per 1,000 passengers.
- No more than 2 vehicle and/or passenger accidents per 100,000 miles.
- One hundred percent (100%) preventive maintenance inspections completed as scheduled (within 500 miles of required interval).

#### Dial-A-Ride/ ADA Paratransit

- On time performance of ninety-five percent (95%) within 30 minutes of promised pickup.
- No more than 1 percent (1%) missed trips. A missed trip is one that is not completed in its entirety or is more than 60 minutes late from scheduled pickup time.
- No more than 5 complaints per 1,000 passengers.
- No more than 2 vehicle and/or passenger accidents per 100,000 miles.
- One hundred percent (100%) preventive maintenance inspections completed as scheduled (within 500 miles of required interval).
- Average call answer time by a live operator under forty-five (45) seconds; average call hold time under ninety (90) seconds.

Whenever Contractor fails to meet any performance standard, VCTC may assess liquidated damages of \$150.00 per missed standard.

## **7 VEHICLE MAINTENANCE**

Contractor will receive each VCTC-owned transit vehicle after the vehicle has been thoroughly inspected, with all apparent safety-running repairs corrected by VCTC. VCTC and Contractor will be required to sign-off a checklist for each vehicle inspected. During the Contract period, VCTC staff shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced inspections of Contractor's facility. The maintenance facility and record storage will be located within the Heritage Valley.

### **7.1 Equipment Maintenance**

The Contractor is responsible for all vehicle maintenance on VCTC vehicles and vehicle equipment including fareboxes, destination signs, Automated Passenger Counters (APC) and Automatic Vehicle Location (AVL) equipment. Contractor will be responsible for programming electronic head signs.

## **7.2 Maintenance Responsibility**

Contractor shall be solely responsible for maintenance of the vehicles, including tires. Replacement tires are to be OEM quality or a grade better. Recaps are not permitted.

Any vehicle which sustains damage or experiences failure impairing safe mechanical operation shall be removed from service immediately, and shall not be placed in revenue service until restored to safe operating condition. At no time will a vehicle with a known mechanical defect or faulty lift or ramp be placed in to revenue service. Any vehicle with a faulty lift or ramp occurring in revenue service shall be immediately removed from service until repaired

Failure by Contractor to maintain VCTC-owned transit vehicles to maintenance standards as defined by the manufacturer's technical manual for Severe Operating Conditions (i.e. extensive periods of stop-and-go driving) may result in the vehicles being repaired by VCTC at Contractor's expense. Contractor shall perform all routine preventive maintenance, heavy repair, and running repairs necessary to keep VCTC-furnished vehicles in a safe, reliable and well maintained condition.

### **7.2.1 Repair**

Contractor shall be responsible for all repairs and shall keep detailed repair records. Work shall be performed to industry best standards.

- Routine inspections - VCTC's Program manager Program manager or his designee will schedule routine vehicle inspections with Contractor. All vehicle inspections will be completed by representatives of both agencies. At the time of the inspection, all deficiencies shall be scheduled to be corrected within fourteen (14) calendar days of the joint inspection. At the end of the fourteen days, VCTC shall schedule a follow up joint inspection to ensure all items identified are repaired. If repairs are not completed, VCTC will assess liquidated damages in the amount of \$250.00 per affected transit vehicle per calendar day until all the repairs are completed satisfactorily.
- Major Repairs - Contractor shall be responsible for all major repairs. Major repair work must be scheduled to begin no later than seven (7) working days from the time it is listed on the daily fleet status report. In addition, any heavy maintenance repair work shall be completed ten (10) working days from the time it is scheduled for heavy repair work. Failure to have major repair work completed as scheduled will result in liquidated damages of \$250.00 per affected transit vehicle per calendar day until all repairs are completed satisfactorily. Major repairs shall be defined as follows: rebuilding/replacement of engines, transmissions, running gear, lifts, suspension components and brakes.
- Contractor shall pay for any repairs arising from Contractor negligence or abuse of VCTC-owned vehicles and shall be responsible for all repairs required as a result of collision or accident regardless of fault. VCTC shall determine what repairs are due to negligence and abuse. Contractor shall immediately report all body damage to VCTC

owned vehicles regardless of the nature of the damage. Contractor, at no cost to City, shall provide all vehicle body repair work and painting. All bodywork and painting shall be performed to industry best standards, or VCTC specifications.

### **7.2.2 Warranty**

The Contractor will be responsible for fully exercising and processing warranty claims and ensuring that all vehicle warranty work is performed in accordance with the warranty provisions.

Contractor shall warrant all components and parts installed by Contractor or subcontractor, with the same warranty as is provided by manufacturers or certified rebuilders in the area. If it becomes necessary for VCTC to make any repairs, Contractor shall be billed back for all charges for parts and for labor. VCTC reserves the right to outsource the required repairs and, as the result of Contractor non-compliance, Contractor shall be responsible for any associated expense.

### **7.2.3 Fleet Maintenance Reports**

All maintenance must be performed in accordance with industry accepted procedures and the manufacturer's recommendations. Preventive maintenance efforts will be monitored by VCTC and must adhere to the manufacturer's requirements. Specific emphasis on safety is required. Maintenance is the sole responsibility of the Contractor and will be performed by mechanics licensed under all applicable state and local standards at a local facility in the service area. The Contractor will provide monthly reports on each vehicle detailing at what mileage preventive maintenance is due for each vehicle, the vehicle's current mileage, and when preventive maintenance was last completed (date and mileage). The Contractor will also provide the following fleet maintenance reports on a monthly basis for all vehicles that includes (but is not limited to):

- Road call reports
- Preventative Maintenance reports
- Fleet inventory
- Warranty reports
- Mileage reports

The Contractor will develop all forms and procedures to properly track maintenance and files for each vehicle. At a minimum the file for each vehicle will include:

- Vehicle identification number, license number, and funding source.
- Vehicle maintenance and repair history, including description of maintenance and repair performance, all work orders for each vehicle, vendor or facility doing the work, cost, date, and mileage.

- Vehicle equipment check log verifying that special equipment has been checked according to the manufacturer's suggested schedule or semi-annually, whichever comes first (this includes but is not limited to wheelchair ramps or lifts).
- Documentation that preventative maintenance was performed according to the schedule established by the Contractor and approved by VCTC.
- Vehicle maintenance requests submitted by drivers, including what action taken and when.
- Vehicle pre-trip inspection log, signed by driver.
- Fuel and fluid usage by month.

#### Maintenance Records

Contractor shall maintain a permanent maintenance records file for each vehicle used in furnishing transit services to Heritage Valley. Such records shall include, but are not limited to, the following:

- Preventative and scheduled maintenance work, including parts and labor utilized
- Copies of work orders for all repairs and maintenance activities
- Reports indicating a vehicle defect
- Reports of road-call maintenance
- Warranty work
- Wheelchair lift inspections, routine service, and repairs

#### Service Records

Contractor shall maintain accurate records of all service calls, whether the vehicle is changed-out or repaired upon return, by the use of a daily service call log sheet. For any vehicle that is changed-out or repaired on the road, a service call form must be filled out. A repair order shall be made for every service call, whether a defect is found or not.

Whenever a maintenance person makes a transit vehicle change out, that person is to perform a pre-trip inspection, including the cycling of the wheelchair lift, to ensure that the vehicle is clean and safe prior to placing the vehicle in revenue service.

Any and all maintenance records maintained by Contractor during the term of the Contract shall become the property of, and be furnished to, VCTC at the end of the Contract term.

#### ***7.2.4 Annual Terminal Inspections***

The Contractor shall be responsible for arranging annual terminal inspections by the California Highway Patrol (CHP), and shall also maintain a satisfactory CHP rating throughout the life of this contract. Copies of all CHP inspection documents shall be promptly transmitted to the City within five working days of such inspection.

### **7.3 Bus Conditions**

Contractor shall maintain VCTC-owned buses in clean and neat condition at all times.

#### ***7.3.1 Interior***

Contractor shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, public address system, lighting, fareboxes, headway signs, MDTs and all other electronic devices work properly. Wheelchair securement devices shall be inspected for function and adequate quantity.

The driver's area shall be clean at all times. Driver's personal property shall be kept in a secure area and out of sight. Driver seats shall be maintained in accordance with the OEM standards and as stated below for passenger seats. Contractor shall check interior for damage and clear of trash or graffiti at the conclusion of each shift or service day. Contractor shall not attach or place any markings on the interior of the vehicle without written permission from VCTC.

Contractor shall perform basic cleaning daily and the following maintenance at least weekly:

- Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors.
- Clean driver area, including but not limited to, dash controls, dashboards, above the driver area and along the front dashboard; so as to be free of dust, stains, or grease.
- Clean passenger seats to the extent they are dust free and free of all foreign substances.
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances.
- Replenish system map and route schedule brochure inventory.

#### ***7.3.2 Exterior***

Drivers shall inspect exterior of the bus and note any new cracks, dents, scrapes, graffiti, and any other markings. Driver shall make the report on the DVI and notify Fleet staff of significant damage immediately. Contractor may not attach or place any markings on the exterior of the vehicle without prior written permission of VCTC.

Each bus, at Contractor's sole expense, at least once every 90 days or as deemed necessary by VCTC, will receive a full exterior detail including wheels and tires that will consist of hand wash and wax. All exterior decals and vehicle identifications shall be maintained in like new condition and replaced as required at Contractor's expenses

#### ***7.3.3 Pre-trip Inspection & Daily Servicing***

Contractor will require each driver inspect each vehicle with regard to safety, function, and appearance of the vehicle prior to the placement in revenue service. A daily pre-trip

inspection form shall be completed and submitted for all vehicles prior to the start of service. The checklist will be utilized and kept on file for the VCTC and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections. Mileage must be taken daily. Defective odometers must be replaced immediately.

Daily servicing will include, but not be limited to, fueling; engine oil, transmission fluid, windshield washer fluid and coolant check/add; wheelchair ramp/lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, brochure inventory, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. Contractor must keep accurate fluid records for each vehicle.

#### **7.4 Facilities**

The Contractor will be required to procure its own office workspace and maintenance facilities within the Heritage Valley. Site location will be evaluated as to its overall functionality for administration, operations and maintenance. All facilities included in the Agreement will be subject to inspection and approval by VCTC prior to their use for service operation.

The facility shall have space suitable to accommodate the personnel necessary for operating the service and to maintain and keep all necessary data and records. Contractor shall provide all furniture, furnishings and equipment including but not limited to telephones and telephone service, high-speed internet access line dedicated to data transmissions, cyber equipment such as but not limited to server(s), router(s), desk top and lap top computers to operate out of the office space.

##### Functional areas include:

- A. Dispatch Areas: Suitable office space shall be dedicated and functionally organized to accommodate the dispatch staffs required by HVTs. These areas must include a pass-through window to permit effective interchange between dispatchers and operators as well as enough area to enable dispatchers to assign runs and vehicles to drivers.
- B. Parking Facilities: The Contractor shall provide a facility that will have a secured, well-lit, paved and striped parking lot that shall be kept clean of buildup of oil, grease and standing water. The paved lot shall be of sufficient size to accommodate the fixed route and demand response revenue fleet vehicles, as well as non-revenue support vehicles utilized in overall operations of the contract. The facility shall provide dedicated parking as well as efficient and safe staging of HVTs vehicles. Should the Contractor provide on-site parking for their personnel or operate other vehicles from their facility, these vehicles shall be kept separate from those of the HVTs. The parking, access and egress areas shall be free of debris and trash.

- C. Maintenance Facilities & Tire Shop Area: The facility must have a maintenance area that provides an adequate number of covered working bays for performing Preventive Maintenance Inspections (PMIs), installation of advertising and all mechanical repairs on revenue vehicles. Working bays shall 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 HVTS revenue service vehicle is twenty six feet. A wash bay is preferred on-site; however, the Contractor may propose outsourcing bus-washing functions, subject to the approval of VCTC. The maintenance area shall be equipped with power lifts and/or maintenance pits as to adequately repair vehicles and preferably within the maintenance garage bays. The facility should be free of debris and trash and meet or exceed OSHA (Occupational Safety & Health Administration) and industry standards for maintenance and facility safety.
- o The Contractor shall comply with all Federal and State OSHA regulations. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all Environmental Protection Agency (E.P.A.) and all State of California Health Department regulations. The Contractor shall comply with all state requirements under the Federal Clean Water Runoff Act.
  - o Contractor is required to provide adequate and appropriate shop equipment and special tools as needed to perform the necessary maintenance tasks required to meet VCTC's standards and requirements as described herein (opacity meter, Electronic testing equipment, torque wrenches, alignment equipment, etc.). Said tools must be calibrated and maintained to equipment manufacturers' specifications.
- D. Revenue Storage and Count Room: The Contractor will be responsible to provide for a secured area adequate for the storage of fare boxes, storage bins, counting equipment, where Contractor staff will be able to perform revenue processing and deposit duties. The room must be equipped with surveillance cameras. The area will be periodically inspected to ensure that proper securement and safety of HVTS staff is being provided. Contractor shall ensure that all facilities provided in conjunction with this contract are maintained on a regular basis to ensure a safe, professional, hygienic and attractive working environment that is in compliance with all federal, state and local regulations. Janitorial service shall be provided for all office, administrative, bathroom and public areas at a minimum frequency of three (3) times per week.
- E. Pass sales and Lost and Found. The Contractor will provide a public customer service counter to provide for bus pass and ticket sales and to allow public the ability to recover lost items recovered on the buses.

## **7.5 Return of Vehicles**

Upon termination or completion of the contract term, the Contractor will be responsible for returning all vehicles and equipment 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. In addition to vehicles this requirement also applies to:

VENTURA COUNTY TRANSPORTATION COMMISSION  
HERITAGE VALLEY TRANSIT SERVICES AGREEMENT  
EXHIBIT A - SCOPE OF WORK

bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data unit and audit unit; and any other VCTC provided equipment.

VCTC may contract with a qualified, third-party vehicle inspection firm to assist in the vehicle turnover inspection process. The third-party inspector will conduct individual inspections on each vehicle (within its last preventive maintenance cycle) prior to the return of the vehicle to VCTC. Such inspections will ensure that any necessary repairs are completed and will require the Contractor to conduct any needed repairs. Once the Contractor is notified of any deficiencies requiring repair, the Contractor will have seven (7) days in which to complete those repairs. If said repairs are not completed during that time frame, VCTC or the successor contractor may option to complete those repairs and charge the contractor for cost of repair work.

## **7.6 Applicable Codes and Regulations**

All vehicles required to be utilized for this Agreement will be safe for operation on public streets and freeways over the term of the contract and meet all requirements in the California Vehicle Code for a bus. All parts of the vehicle (and all equipment mounted on or in the vehicle) will conform to the Federal Motor Vehicle Safety Standards and the California Administrative Code, Title 13 on Motor Vehicles. Particular attention will be directed to compliance with California Highway Patrol Motor Carrier Safety Regulations within Title 13 and approved updates to these regulations. The service vehicles operated under this contract are subject to random periodic inspection by the California Highway Patrol (CHP), California Air Resources Board (CARB), and Federal Transit Administration (FTA), as well as VCTC staff. Contractor will notify VCTC of inspections performed by a governmental agency other than VCTC. The results of those inspections will be transmitted to VCTC immediately and any applicable signed certification will be displayed or carried on the vehicles.



# **Ventura County Transportation Commission**

## **Request for Proposals:**

### **Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley**

**RFP No. 1415-9164-HV**

**July 25, 2014**



**Ventura County Transportation Commission  
Request for Proposals  
Fixed Route, Dial-a-ride and ADA Paratransit Services  
For the Heritage Valley**

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Ventura County Transportation Commission  
Request for Proposals  
Fixed Route, Dial-a-ride and ADA Paratransit Services  
For the Heritage Valley

**1. INTRODUCTION**

The Ventura County Transportation Commission (VCTC) seeks proposals from qualified firms for operation and maintenance services of the Heritage Valley community transit system. The selected firm will provide management and administration personnel, bus drivers, maintenance mechanics, and related resources to operate the Heritage Valley system, including, fixed route, ADA Paratransit and general purpose dial-a-ride services.

The language in this document and subsequent amendments supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

Though this procurement, the initial contract term will be for five years with the option for VCTC to annually extend the contract through three one-year periods. The anticipated start of service date is January 5, 2015. Award of contract under this solicitation will be made on a “best value” basis to one Contractor.

This Request for Proposals (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 when such procedure is reasonable and in the best interest of VCTC.

**2. SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS**

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 the best intentions of VCTC, 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.

At the time of issuance of this RFP, the schedule which will govern this process shall be as proposed:

July 25, 2014	Issue RFP
August 8, 2014	Optional Pre-proposal meeting
August 11, 2014	Written questions due
August 15, 2014	Written responses to questions
<b>September 4, 2014</b>	<b>Proposals are due – 3:00 PM Local Prevailing Time</b>
September 5, 2014	Start of proposal evaluation period
September 19, 2014	Oral presentations as needed (1 hour each)
October 3, 2014	Recommendation for Award Presented at VCTC Commission Meeting
January 5, 2015	First day of service

Note: All updates and addendums will be posted to the VCTC website ([www.goventura.org](http://www.goventura.org)) and your attention to that website is required to access this information.

### 3. PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be advertised locally as well as nationally.

Request for Proposals  
Heritage Valley Transit Services  
Fixed Route, Dial-a-ride, and ADA Paratransit Services  
RFP. No. 1415-9164-HV

The Ventura County Transportation Commission (VCTC) is soliciting responses to a Request for Proposals (RFP) dated July 25, 2014, from qualified transportation providers willing to operate fixed route, ADA paratransit and general purpose dial-a-ride services within the Heritage Valley. Service is currently projected to begin on or around January 5, 2015.

Copies of the RFP may be obtained from the VCTC website, <http://www.goventura.org/?q=about-vctc/working-with-vctc>, beginning July 25, 2014. **An optional pre-proposal conference will be held at the VCTC offices on August 8, 2014, at 11:00 AM local prevailing time.** Interested parties are asked to email a copy of any questions regarding this procurement prior to the pre-proposal meeting to: Aaron Bonfilio, Program Manager – Transit Services: [abonfilio@goventura.org](mailto:abonfilio@goventura.org). The VCTC offices are located at 950 County Square Drive, Suite 207, Ventura CA, 93003.

**The deadline for proposal submission is September 4, 2014, at 3:00 PM local prevailing time.** Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed “nonresponsive” and returned unopened.

### 4. MINIMUM QUALIFICATIONS

Proposers must demonstrate that they have the resources and capability to provide the 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 including the company's financial viability within the past three (3) years, credit references, on-going projects and a list of all insurance claims made against the company and a list of all pending litigation which the company may be directly or indirectly involved.

Audited financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the proposer are required.

#### **4.1 YEARS OF EXPERIENCE**

Proposers must demonstrate they have a minimum of five (5) years of experience in providing similar local fixed route, general purpose dial-a-ride and/or ADA paratransit bus operations.

### **5. BACKGROUND INFORMATION**

The Heritage Valley consists of the cities of Santa Paula and Fillmore, the unincorporated Ventura County community of Piru and unincorporated settlements of Rancho Sespe, Bardsdale, and other unincorporated areas surrounding the two cities.

Ventura County Transportation Commission (VCTC) is the public agency responsible for coordination of transit services in Ventura County. In 2011, VCTC initiated the Heritage Valley Transit Study (available on the VCTC website: [www.goventura.org](http://www.goventura.org)) to objectively and comprehensively evaluate transit demand within the Heritage Valley area. The study found that the existing dial-a-ride transit services in Santa Paula and Fillmore were overwhelmed and suggested various options to help address demand. To address this issue, the Cities of Santa Paula and Fillmore and the County entered into an institutional agreement to cooperatively provide transit service within the service area and subsequently formed the Heritage Valley Transit Service (HVTS) Cooperative Committee (also referred to as the Heritage Valley Transit Service Policy Advisory Committee or HVPAC) to monitor such service. The Committee chose VCTC to plan, contract for, and administer the service. Working with the Heritage Valley Transit Study as a base and the HVPAC, VCTC developed a plan to address the transit needs of the community. This includes: The expansion of and adjustment to the fixed route circulator service operating in Santa Paula and the implementation of fixed route circulator service in Fillmore, including limited service to Piru; the provision of additional complementary ADA paratransit service pursuant to the expansion and implementation of fixed route service; and the continued operation of general purpose dial-a-ride (DAR) service

The first six months of the service, January 5, 2015 – July 1, 2015, are to be a trial demonstration period. As with any service startup, routes and hours of service may be subject to adjustment in order to better meet demand. However, VCTC anticipates that the adopted July 2015 level of service will be similar to the level described in this RFP.

### **6. SCOPE OF WORK**

#### **6.1 ROUTE AND SERVICE DESCRIPTION**

##### **6.1.1 Fixed Route**

The Contractor shall operate all designated routes using VCTC-owned buses, Contractor provided operators, and shall provide at the Contractor's expense, all fuel, supplies and accessories necessary for safe operation of such vehicles. All related costs shall be included in the Contractor's proposed hourly service rate. The Contractor and Contractor's personnel shall maintain and operate said vehicles and perform the services at all times in a safe, efficient, and lawful manner, and shall comply with all state, federal and local regulations. The Contractor shall complete all scheduled route hours on a daily basis as specified by VCTC. The Contractor agrees that the vehicles used in performing the services shall, at all times, be maintained and operated in a manner satisfactory to VCTC and suitable for passenger transportation, and shall comply with

ADA requirements for provision of fixed route services. The Contractor shall maintain all vehicles per the standards of the manufacturer or as otherwise specified by VCTC.

**Fixed Route - General Service Framework**

<b>Feature</b>	<b>Santa Paula Circulator</b>	<b>Fillmore Circulator</b>	<b>Fillmore-Piru Shuttle</b>	<b>Fixed Route Expansion Option A*</b>
Route Cycle	60 min	30 min	30 min	TBD
Headways	30 min (avg)	30 min (avg)	Varies (4 trips)	TBD
Hours – Weekdays	6:00am – 8:00pm	6:00am – 8:00pm	7:00am-4:00pm	TBD
Hours – Weekends	8:00am – 6:00pm	7:00am – 6:00pm		TBD
Drivers – Weekdays/Weekends	4 / 2.5	2 / 1.5	1/NA	TBD
Revenue Vehicles	2	1	1	TBD
Capacity Per Bus (Amb/WC)	23 (17/2)	23 (17/2)	23 (17/2)	TBD
Projected Yearly Revenue Hours	9,100	4,000	550	12,500

**\* Fixed Route Service Expansion (“Option A”):** Service Option A includes up to 12,500 additional fixed route revenue hours. As part of their cost proposal, Proposers are asked to propose a fixed hourly rate for this option in addition to their proposed hourly rate for the base level of service. (See section 7.3.8, Cost Proposal).

**6.1.2 General Purpose Dial-a-ride (DAR) and ADA Paratransit**

**6.1.2.1 General Purpose Dial-a-ride (DAR)**

Contractor shall provide general purpose dial-a-ride service for the general public within the Heritage Valley. This service is open to the general public and does not require ADA paratransit eligibility. Historically Dial-a-ride trips are generally requested (and scheduled) same-day on-demand. Depending on availability, Dial-a-ride service is expected to be scheduled for within one hour of a requested pickup time.

**Dial-a-Ride General Service Framework**

<b>Feature</b>	<b>Dial-a-ride</b>	<b>Dial-a-ride Expansion Option B**</b>
Hours –Weekdays	6:00am – 8:00pm	6:00am – 8:00pm
Hours –Weekends	8:00am – 6:00pm	8:00am – 6:00pm
Projected Yearly Revenue Hours Not To Exceed	10,400	+5,000 (=15,400)



**\*\*Dial-a-ride Expansion (“Option B”):** Service Option B includes up to 5,000 additional Dial-a-ride revenue hours. As part of their cost proposal, Proposers are asked to propose a fixed hourly rate for this option in addition to their proposed hourly rate for the base level of service. (See section 7.3.8, Cost Proposal)

**6.1.2.2 ADA Paratransit**

Upon request by an eligible passenger, Contractor shall provide complementary ADA paratransit service in a non-discriminatory manner in compliance with the Federal Transit Administration (FTA) regulations for the implementation of the ADA, and shall strive to meet best practices for overall operational effectiveness and efficiency. This service is available to ADA paratransit certified passengers. ADA Paratransit reservations can be made one day, and up to one week, in advance and service is to be scheduled for within one hour of a requested pickup time. Same day trip reservations are not required but may be accommodated pending availability.

Historically, the demand for ADA paratransit has been very low. In fiscal years 2013/2014 and 2012/2013 zero ADA paratransit trips were performed. Currently, complementary ADA paratransit service is provided during the hours of operation and in the three-quarter mile service area of the Santa Paula Commuter Bus route. In addition to the existing limited service area and available hours, there is a substantial fare differential between the ADA paratransit passenger fare and the discounted adult DAR fare. The current ADA paratransit trip fare is twice the standard adult fare on the existing fixed route circulator.

With the expansion of fixed route service, the service area and available hours of service for complementary ADA paratransit will increase. However, VCTC does not anticipate a significant increase in ADA paratransit demand due to the continued fare differential between the planned DAR and ADA paratransit services. (See Fare Structure, section 6.2.)

ADA Paratransit General Service Framework

Feature	Santa Paula/Fillmore	Fillmore-Piru Shuttle
Hours –Weekdays	6:00am – 8:00pm	7:00am – 4:00pm
Hours –Weekends	8:00am – 6:00pm	n/a

**6.1.3 Holidays & Special Events**

There will be no scheduled fixed route or dial-a-ride service on the following six holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In addition to regular transit service operations, Contractor may be requested by VCTC to provide special event, promotional, or other special transportation services that have been determined to be in the public interest.

**6.1.4 Service Adjustments**

Demand for service may increase from time to time, requiring additional hours, and/or more frequent service. VCTC reserves the right to adjust service at any time plus or minus twenty percent from the

projected number of hours. Modifications to services may include, but are not limited to, extending, deleting, changes to headways or adding routes, or parts of routes, and expanding or decreasing revenue hours. The Contractor must have available, or be able to acquire in a timely fashion, personnel required for the operation of the contract. Changes in revenue hours will be categorized as described below.

#### Base Service Package

Without invalidating the contract, VCTC may order additions or deletions from the work to be performed under the Base Package. VCTC will be allowed to increase or decrease Base Package annual revenue hours by 20% without affecting the rate for service.

In the event that the actual revenue hours fall below eighty percent (80%) of the total projected annual revenue hours, VCTC reserves the right to negotiate a revised fixed unit cost per revenue hour with Contractor. Such negotiations would also occur in the event that transit vehicles need to be provided by the Contractor during the term of the contract. Renegotiation of service hours may also be triggered if the service fails to achieve the State required percentage of operating costs from fare revenues.

#### Service Expansion Options

During the period of this contract, VCTC anticipates making changes to the structure of the services that could result in the Proposer being offered up to 17,500 additional hours of revenue service over the Base Package in the form of Expansion Option A (up to 12,500 fixed route revenue hours), Option B (up to 5,000 dial-a-ride revenue hours), or Option C (any combination of options A and B). Proposers are requested to provide an hourly rate for each option that includes all costs associated with providing the expansion options. Expansion service hours will be compensated based on the proposed expansion service rate contained in the cost proposal. If any of the options are implemented, VCTC will be allowed to increase or decrease total annual revenue hours (i.e. the base package + elected option(s)) by 20% without affecting the rate for service.

## **6.2 FARE STRUCTURE**

Fare boxes and pass card-readers will be provided by VCTC, and maintained by Contractor. Contractor shall collect the fares and charges established by VCTC. Fare collection and all related security measures shall be the responsibility of Contractor. VCTC reserves the right to approve any system implemented throughout the contract term. VCTC reserves the right to examine the books of fares collected at any time. Cash fares collected by the contractor will be deposited into a bank account held by VCTC. At all times, passenger fares are the property of VCTC. Non-cash Fare media shall be collected and submitted to VCTC staff or disposed of in accordance with VCTC policy.

Contractor shall not issue any fare media that has not been specifically approved by the VCTC nor shall the Contractor allow sales to be "on account" or to be paid over time. Contractor is prohibited from selling fare media at other than face value and may not charge any additional fees to process transactions other than those specifically authorized in advance by the VCTC.

Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. Cash fares are to be in the amount due for their appropriate fare classification; as drivers do not make change. Below is the proposed fare structure to be accepted on the HVTS, the fares are subject to change:

➤ **Fixed Route**

Fare Type	Proposed Fare
Fixed Route Adult	\$1.00
Fixed Route Youth (<18)	\$0.50
Fixed Route Child <5	Free
Fixed Route Senior/Disabled	\$0.50

➤ **Dial-A-Ride**

Fare Type	Proposed Fare
Dial-a-ride Adult/Youth	\$1.75
Dial-a-ride Child <5	Free
Dial-a-ride Senior/Disabled	\$0.85

➤ **ADA Paratransit**

Fare Type	Proposed Fare
ADA Paratransit	\$2.00

The HVPAC is in the process of reviewing the fare structure and media, including options for passes and transfers. ***The above proposed cash fares are for example purposes only.*** The fare amounts and types are subject to change.

Fares will be collected, fully counted, secured and deposited by the Contractor daily. VCTC will compare farebox counts with each daily driver log or manifest, as proof that each passenger paid the fare. Any discrepancies may be offset against the Contractor's invoice for services each month.

**6.3 DESCRIPTION OF FLEET**

VCTC will furnish fifteen (15) transit vehicles required for the Heritage Valley Transit Service. Contractor provides required drivers, dispatch, on-going maintenance, storage, heavy repairs, running repair work, supervisory/management services, and all other goods and services needed to provide the operating transit services described in this Scope of Services unless expressly stated that such goods and services will be provided by VCTC. The vehicles will be stored and regular maintenance will be performed within the service area.

See below for fleet information:

Vehicle Type	Quantity	Ambulatory Capacity	Wheelchair Capacity	Manf. / Chassis	Engine	Fuel
Cutaway Bus (23' L)	5	14 Passengers	2 WC Users	Glaval/Chevy	6.0 V8	Gasoline
Cutaway Bus (25' L)	5	16 Passengers	2 WC Users	Glaval / Chevy	6.0 V8	Gasoline
Low-floor Cutaway Bus (26'L)	5	23 Passengers	2 WC Users	ARBOC / Chevy	6.0 V8	Gasoline

VCTC reserves the right to furnish substitute or expansion vehicles should the requirement arise during the term of the Contract. Contractor shall comply with all California and federal requirements and regulations regarding inspections of transit and ADA paratransit vehicles.

**6.4 MARKETING AND PUBLIC RELATIONS**

VCTC shall be responsible for all marketing and public relations activities. VCTC shall furnish all schedules, maps, tickets, transfers, passes, and other printed materials required for marketing the service. Contractor shall distribute passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs undertaken by VCTC from time to time.

VCTC shall be the exclusive public media spokesperson in connection with transit service. Under no circumstance shall Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the transit service without permission from VCTC.

**6.4.1 SIGNAGE AND VEHICLE**

Contractor shall display required head signage, in plain view, in all vehicles while in revenue service.

**6.5 MEDICAL ASSISTANCE TO PASSENGERS**

Contractor employees will not be required by VCTC to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

**6.6 OPERATION OF SERVICES**

The services to be performed by the Contractor pursuant to this proposal are: (1) Actual dispatch and operation of the Fixed Route community circulators and Dial-A-Ride/ADA Paratransit buses and, (2) submission of reports and other materials to VCTC as specified within this RFP.

All operations will be carried out in accordance with California, DOT and FTA regulations and Title VI non-discrimination laws. Contractor will operate transit service in a safe, courteous, reliable manner as specified by VCTC and in strict accordance with the operating days and hours, routes and schedules set forth in the current VCTC brochures or any revisions thereto in writing.

Notwithstanding the above, Contractor will be authorized to deviate from established routes when necessary to avoid construction, detours, or other obstruction within the public right of way, or conditions which otherwise would cause an unsafe condition or operation of the service. Contractor shall notify VCTC of such obstruction causing deviation as soon as is practicable upon learning the deviation may become necessary.

### **6.6.1. Personnel**

The Contractor shall comply with all California, FTA and DOT requirements as they relate to screening and hiring of staff. The Contractor shall comply with all State and Federal requirements related to non-discriminatory recruiting and hiring practices.

Contractor shall make every effort to retain current employees in accordance with CA Labor Code 1070-1074. See Exhibit 3, section 9. of this RFP for more information. Contractor shall use appropriate screening and selection criteria for employing operations personnel. Those checks shall include DMV and criminal background checks, pre-employment drug screening, and physicals of all employees associated with this contract and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all time

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public, as allowed by California State law.

The retention of a well-trained, motivated, and stable workforce is a highly desired component of VCTC transit operations. As part of the Proposer's response to the RFP, Proposer shall clearly articulate specific employee retention strategies including salaries and wages, performance-based incentives, awards, special events, contests, education reimbursement and all other incentives designed to reward and retain quality staff.

VCTC reserves the right to review the resumes of management personnel assigned to this Contract. VCTC may, at its sole discretion, accept or reject any individual proposed by the Proposer during the contract start-up and for any replacement during the term of this Contract. Proposer shall not remove any management personnel without cause without the prior written consent of VCTC. VCTC may also, at its sole discretion, require the replacement of any supervisor or management staff.

Contractor shall provide customer information to the public in English and Spanish during all hours of system operation, Monday through Sunday. Bilingual personnel shall be available during operating hours to receive emails and telephone calls from the public and to provide translation for transportation system personnel and passengers. A minimum of fifty percent (50%) of operations personnel should be bilingual. Contractor shall also install and maintain a TDD system for the hearing impaired. Contractor shall maintain at its own expense at least two distinct telephone lines: one line advertised for and dedicated to ADA Paratransit trip reservations and one line dedicated to the HVTS general customer service; the latter to include options for callers to be connected to trip reservationists for the general purpose dial-a-ride service, or to an HVTS operator for information. Each line shall rollover to at least two other stations. Inbound call data to the ADA Paratransit reservation line shall be tracked and monitored for appropriate hold times. (See section 6.6.8)

#### **6.6.1.1. Key Personnel**

The Contractor shall employ other persons as are necessary to enable the Contractor to perform the services of the contract. As part of this proposal, proposers shall submit a Comprehensive Staffing Plan. The drivers, dispatchers and supervisors must be dedicated to the HVTS. VCTC reserves the right to require

immediate removal or reassignment of any Contractor employee from HVTS it deems unfit for service for any reason, not contrary to law. The VCTC reserves the right to deduct from payments to the Contractor, the salary cost of any vacant positions, whether required herein or established by practice.

- Project Manager: Contractor shall provide an on-site Project Manager to manage the day-to-day operation of the Heritage Valley Transit System. The Project Manager must have at least five years of experience in managing transportation services similar to that provided pursuant to this RFP. The assigned Project Manager will be responsible for monitoring all aspects of the transit system operations including, but not limited to, ridership, quality of service, customer satisfaction, fare collection, accounting in accordance with current established practices, staff motivation, and performance of all Contractor personnel. The Project Manager shall meet with VCTC staff on a regular basis to review performance and address issues on operations and maintenance, and compliance with VCTC transit operating performance criteria. In the absence of the Project Manager, a designated manager shall be fully responsible for the performance of Contractor duties and shall be authorized to take all necessary actions on behalf of the Contractor regarding management of services. The Contractor must ensure that either the Project Manager or the designated backup manager be available locally at all times. The Project Manager or designated manager will not assume other positions within the system, such as driver, but will remain available at all times as manager of the HVTS operation.
- Operations Supervisor(s): Contractor shall employ no less than one full-time Operations Supervisor to provide support during accidents or incidents, including event investigation and follow-up; regular street supervision of service, including the monitoring of schedule adherence, on-street operation, and on-route compliance; and assistance with driver training.

On-street supervision will include at a minimum conducting roadside pickup and drop-off observations as well as on-board ride checks to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, schedules and passenger relations). VCTC also reserves the right to perform similar investigations and adherence checks of its own, without notice, to ensure compliance with terms of the Contract. All cleaning, maintenance and other personnel that work after service hours shall be appropriately supervised.

- Dispatchers & Phone Operators: Contractor shall install Contractor-furnished radios on all HVTS revenue vehicles. Contractor shall provide the base station and accessories. Contractor shall provide adequate dispatch and radio monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems which could impact HVTS.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone manners, conflict resolution, accident and incident procedures, radio operations, and shall be knowledgeable of local/regional transit schedules, transfer points, rates, and operating policies. Personnel shall be monitored and refresher training will be offered as necessary. Contractor shall ensure that at least one dispatcher is present whenever fixed route and/or DAR/ ADA paratransit operations are in service.

Both dispatchers and phone operators shall coordinate the provisions of this service such that it will optimize the number of riders carried and minimize circuitous routing of DAR/ ADA paratransit services, while maintaining on-time performance. Phone operators shall advise DAR riders to the best of their ability, approximate time of pick-up, and for ADA paratransit riders a scheduled pickup time pursuant to the

negotiated pickup window. At no time shall the Contractor schedule an ADA paratransit passenger to remain on board a vehicle longer than the time it would take to do the same trip via fixed route.

- **Mechanics:** Contractor shall provide the mechanic staff necessary to provide maintenance of VCTC vehicles under the terms of this contract. ASE certified mechanics are desired. At a minimum, Contractor shall ensure that the Comprehensive Staffing Plan include one maintenance manager. This individual may also perform hands on mechanical service.

It shall be the sole responsibility of Contractor to ensure mechanics are properly trained and certified to service components of the vehicles. Contractor shall comply with all applicable training, inspection, testing and reporting requirements of the California Air Resource Board (CARB).

The Contractor shall keep records of employee certifications of any trainings completed, including the initially required training.

- **Drivers:** All drivers shall be required to have valid class B California Driver's Licenses with endorsements for operation of the vehicle to which they are assigned. All drivers must also have in their possession at all times when operating a vehicle for the HVTS service, a valid Department of Motor Vehicles (DMV) Medical Examiner's Certificate and applicable verification of training. The Contractor shall be responsible for monitoring DMV records for drivers to ensure their continued qualification and suitability for fixed route transit and/or DAR/ ADA paratransit vehicle operations.

Contractor shall review current DMV reports of all applicants for the position of driver and shall reject any applicant with a conviction for driving under the influence in the past seven (7) years. Contractor shall join and bear full cost of the DMV Pull Notice program, whereby Contractor shall be notified of any activity on a driver's driving record. Any driver exceeding the DMV point system or with a revoked or suspended license will not be allowed to operate a HVTS vehicle. VCTC reserves the right to require Contractor to replace any driver not acceptable to VCTC. All drivers shall comply with the CHP Driver's Log regulations.

#### **6.6.1.2 Uniform Set of Policies and Procedures**

The Contractor will be required to develop a full set of policies and procedures – including issues designated by VCTC – for all staff involved in the program. These policies and procedures will:

- A. Establish and implement policies and procedures for all operations staff including drivers, office staff, managers, and mechanics.
- B. Establish and implement drug and alcohol testing procedures for the service program that are fully compatible with local, State, and Federal Transit Administration regulations. The successful bidder must submit a Substance Abuse Plan to VCTC which meets all requirements of the Federal Transit Administration and must substantiate that the plan has received FTA approval or otherwise meets FTA requirements.

These policies and procedures will be subject to VCTC's review.

#### Training of Drivers, Dispatchers and Supervisors

The Contractor will develop a full driver, supervisor, and dispatch training program, using generally accepted approaches used in the industry. Contractor shall maintain a record of all training programs including periodic updates and employee attendance. All drivers will be required to complete all training and one week of on-board training prior to transporting passengers. The Contractor will be responsible for paying the drivers for their time in training and ensuring that the drivers attend the training. Subject to VCTC approval, the program must provide, at a minimum, one hundred and twenty (120) hours of classroom and behind-the-wheel instruction covering (but not limited to):

- Customer service & VCTC expectations
- Comprehensive public transit route detail for all routes
- Defensive driving
- Emergency procedures
- System safety and security
- First Aid and CPR Certification
- Sensitivity training
- Passenger assistance methods (including proper operation of all lifts/mobility aid tie-downs)
- On board training
- The proper operation of the two-way radio system
- Daily vehicle inspections
- Accident/incident procedures
- ADA Regulations
- Federal and State rules and regulations
- Employee work rules/ HVTS operating policies

Within this required training period, Proposer shall instruct drivers in at least eight (8) hours of disability awareness sensitivity training, which includes ADA regulations and procedures; four (4) hours of sexual harassment training; eight (8) hours of passenger incident and difficult passenger training; and eight (8) hours of defensive driving training. VCTC reserves the right to review all training materials, to monitor training sessions and amend training requirements during the course of the contract. At a minimum, Contractor shall provide bi-annual refresher training to all staff and shall at VCTC's direction provide additional training as determined by the VCTC. All training shall comply with applicable state and federal requirements. Contractor will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate training. A waiver of some or all of the training requirements will be permitted for all current drivers who have been trained, as described above, and in service for six consecutive months. VCTC strongly encourages the hiring of current experienced drivers.

At least forty (40) hours of behind-the-wheel training, under supervision, shall be provided to all transit drivers. Such behind-the-wheel training may not occur while the vehicle is in revenue service. Additional hours of training may be required to familiarize operators with routes and with the service area. Contractor shall be required to comply with any and all State and/or Federal regulations with respect to new-driver training and licensing.

All drivers shall be trained to comply with all federal, state and local laws and regulations pertaining to the use of, or the prohibition of the use of, communication devices such as cell phones and hand-operated electronic devices. More restrictive rules and policies may be established and enforced by VCTC or Contractor.



### **6.6.1.3 Drivers Requirements/Qualifications**

The Contractor will be responsible for training all office staff and personnel who will carry out the responsibilities of operating service vehicles. All vehicles must be operated by certified, qualified, and appropriately licensed and trained drivers.

Contractor shall conduct a background check on each driver to ensure they meet the following standards and are qualified to perform the intended services:

- All operators must be employees (full or part time) of Contractor. The Contractor may not sub-contract with non-employees to execute revenue service or vehicle operations unless specifically authorized by VCTC in advance.
- Continuous possession of a valid California driver's license for the past five years
- Prior to the operation of revenue service, the possession of a current Class B license with appropriate certifications and endorsements issued by the California DMV. Not more than two moving violations in the past five years and no DUI convictions within the last seven years.
- Demonstrated command of the English language, both oral and written
- Ability to resolve complaints and problems as required
- No felony conviction history

Must pass and comply with Federal Drug and Alcohol Testing regulations

*A waiver by VCTC of certain requirements may be permitted for current drivers on a case-by-case basis who have been in service for at least six (6) consecutive months.*

The following shall be minimum service requirements and driver responsibilities. Failure to carry out these responsibilities shall result in the driver or drivers being prohibited from driving any VCTC owned or lease vehicle in revenue service. Drivers shall:

- Appear neat, clean, and well groomed, in approved uniform
- Be helpful and courteous to passengers at all times
- Operate the vehicle safely and legally
- Assist elderly passengers and passengers with physical impairments
- In cases of emergency, immediately contact dispatch for direction
- Call out stops in accordance with FTA requirements
- Not deviate from route and schedule without VCTC approval
- Not smoke in vehicle and enforce no smoking rules on the bus
- Submit suggestions for service improvements to VCTC via Contractor

### **6.6.1.4 Driver Removal**

VCTC may require Contractor to immediately remove, pending investigation, any driver from transit service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California driver's license.

- Conviction of any felony criminal offense.
- Unacceptable customer service as reported by customers, other drivers, or as observed by VCTC staff
- Non-compliance with Contract specified appearance standards

### **6.6.2. Americans with Disabilities Act (ADA) Requirements**

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

- Compliant ADA paratransit trip reservation and scheduling process, and the fulfillment of operation of complementary paratransit services
- Announcing major stops and transfer points (internally and externally)
- Deploying functioning wheelchair lifts or ramps upon passenger request
- Securing passengers using wheelchairs or using seated mobility devices such as scooters
- Securing passenger mobility devices
- Picking-up passengers with disabilities
- Having a functioning wheelchair lift or ramp
- Repairing electronic destination signs for fixed route vehicles within a reasonable period, and providing clearly readable temporary paper destination signs

### **6.6.3 Safety and Security**

Program shall conform to all DOT and FTA specification and that of any state or federal agency with jurisdiction.

Contractor shall develop, implement, and maintain a formal safety and accident prevention program, including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier and the VCTC.

In the event of an emergency such as flood, fire, or earthquake, the Contractor shall deploy vehicles in a manner described by the VCTC. Emergency service does not constitute an expansion of service. This requirement is discussed further in sections 8.6.8 and 8.6.9 of this document.

### **6.6.4 Accidents and Incident Reporting**

VCTC requires Contractor to have an accident and incident notification program. Contractor shall develop, implement, and maintain formal procedures, approved by the VCTC, to respond to emergencies and routine concerns that from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to: in-service vehicle failure, lift failure, passenger disturbances, passenger injuries and vehicle accidents.

All accidents must be reported to VCTC by telephone immediately by Contractor staff or management and Contractor must prepare and submit incident and accident investigation reports in writing as soon as practical, not to exceed five business days from the date of the event Contractor shall submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents, passenger incidents and workers' compensation claims.

Contractor is requested to have vehicle operators report public safety incidents observed by them to the dispatcher or General Manager, who in turn, is to be requested to refer all such incidents to the proper authorities. Such observed incidents shall include, but not limited to: fires; criminal acts; suspicious circumstances; public right-of-way obstructions; natural disasters; signal outages or bulb out; collisions etc.

### **6.6.5 Software and Hardware**

VCTC will furnish trip reservation and scheduling software and associated hardware for ADA paratransit and dial-a-ride operations, which will remain the property of VCTC upon termination of this contract. The software and/or hardware are subject to change. The Contractor shall be required to use the software and hardware purchased and assigned for use in the operation of Heritage Valley Transit Services, including additional software or equipment products and systems that may be purchased for the full scope of operations; such as for fixed route scheduling and monitoring, farebox reconciliation, or maintenance performance. Currently, VCTC utilizes Trapeze PASS and Trapeze Mobile Data Terminals (MDTs) for its dial-a-ride and ADA paratransit operations.

#### **6.6.5.1 Trapeze PASS and On-board MDTs**

This system shall enable Contractor to track and communicate reservations, dispatching, and scheduling. The objectives of this system are to:

- Allow service providers to enter and identify riders' information, including their specific disability related mobility aids and special needs requirements.
- Reduce time needed to receive and process individual trip requests.
- Improve the scheduling of individual trip requests, maximize vehicle productivity and minimize service cost within established service standards.
- Provide for direct electronic information transfer between VCTC and the Contractor.
- Provide for direct communication between dispatch operations and drivers.
- Streamline system operations/financial reports and invoice processing and validation.
- Enhance information database on registered users.
- Provide more timely data and comprehensive management information.

Provider shall be responsible for maintaining a data communication line for the purpose of receiving information using a computer terminal, printer and modem provided and maintained by provider.

#### **6.6.5.2 Radio**

Contractor shall furnish and equip each transit vehicle with a two-way radio system, including frequency, to provide communications with Contractor vehicles, Contractor's operating and maintenance facilities and dispatch office. The radio equipment is to be available for normal dispatching as well as emergency situations (e.g., accidents, mechanical breakdowns), thereby enabling Contractor to immediately dispatch substitute vehicles. Contractor assumes the responsibility of all maintenance operations and maintenance costs of the radio system.

### **6.6.5.2 On-Board Cameras**

It is VCTC's intent to provide on-board cameras on all passenger vehicles within a year of the contract. The cameras will remain the property of VCTC upon termination of this contract. Images and recordings from the cameras will be available and used by both the contractor and the VCTC.

### **6.6.6 Reports**

#### Operating Records

The Contractor shall be responsible for providing computers and software to meet all reporting, scheduling and dispatching requirements. Contractor shall maintain complete computerized operating records for the duration of this Agreement, including, but not limited to, the following:

- A vehicle log showing vehicle pull-out and pull-in times, driver breaks, and total revenue vehicle hours, deadhead hours, fuel usage, and revenue mileage and deadhead mileage for each vehicle by day.
- A daily computerized trip sheet for each driver filled out completely and correctly.
- Complete records of passengers transported and fares collected, by route, by stop, by day, by month, and by year for each service.
- A complete record of all accidents and incidents involving a revenue vehicle, or revenue service (e.g. a non-vehicle passenger incident).
- Preventative maintenance records related to the VCTC-owned fleet.
- All other reports as may be required by VCTC, including any financial reports related to the Heritage Valley Transit Service.

All operating records shall be available to VCTC for immediate inspection upon request.

#### Ridership Reports

Ridership information shall be collected on all Heritage Valley transit services on a daily basis. Ridership shall be separated by mode, day, and fare category. This report shall be e-mailed in Excel format to the VCTC Program Manager within five (5) business days from the end of each month.

#### Passenger Complaints

Contractor shall conduct an investigation of each complaint to identify cause and prevent recurrence. Contractor shall formally respond to passenger complaints in writing to VCTC within five (5) business days of receipt. Contractor shall contact complainants by telephone, or follow up with written correspondence if necessary.

#### National Transit Database Reporting

Contractor shall collect data, keep records and provide reports sufficient to enable VCTC to meet FTA National Transit Database (NTD) reporting requirements. Contractor shall ensure that all required information is collected and reported in a timely fashion. When paratransit trip survey sample data is required, Contractor will collect and report the data to VCTC.

### Monthly Data

Contractor shall provide operation and maintenance data on transit system management on a monthly basis in format and structure to be determined by VCTC. Reservation and trip schedule information related to DAR/ADA Paratransit may be entered and transmitted using the Trapeze PASS database. VCTC reserves the right to adjust the reporting requirements at any time during the contract.

The Contractor shall submit to VCTC on or before the fifth (5<sup>th</sup>) business day of each month, a set of reports that reflects the following:

1. Total passengers carried by passenger class (e.g. adult, senior, youth, etc.) per fixed route trip or dial-a-ride/ADA paratransit driver run, and summarized by type of day, weekdays, Saturdays and Sundays.
2. Total revenue collected by fare type (e.g. adult, senior, youth, adult monthly pass, youth monthly pass, etc.) per fixed route trip or dial-a-ride/ADA paratransit driver run
3. Vehicle hours of service provided by route (revenue and non-revenue), and summarized by type of day, weekdays, Saturdays and Sundays.
4. Vehicle miles of service operated by route (revenue and non-revenue), and summarized by type of day, weekdays, Saturdays and Sundays.
5. Schedule Adherence (OTP) per mode type, i.e. fixed route, dial-a-ride and ADA paratransit
6. Scheduled, performed, cancelled, no-showed and missed trips for dial-a-ride and ADA paratransit service
7. Origins and Destinations of trips (Specific to DAR and ADA paratransit)
8. Number of days operating
9. Passenger complaints
10. Fuel consumption by gallon
11. Scheduled and Completed Preventative Maintenance Inspections –date and mileage completed reported by vehicle unit
12. In-service vehicle breakdowns
13. Fleet mileage information
14. Driver Training and Evaluation
15. Accidents and incidents

### **6.6.7 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.

### **6.6.8 Performance Measures**

All performance measures will be strictly adhered to in order to provide the highest level of service possible. The VCTC reserves the right to monitor Contractor in its performance of the Contract to ensure all performance measures are adhered to. To receive full compensation, Contractor is required to meet or exceed the following standards of performance on a monthly basis.

### Fixed Route

- Ninety-five percent (95%) of trips operating on-time; an on-time trip is defined as having time point adherence of 0 minutes early and no more than 15 minutes late.
- No more than 5 complaints per 1,000 passengers.
- No more than 2 vehicle and/or passenger accidents per 100,000 miles.
- One hundred percent (100%) preventive maintenance inspections completed as scheduled (within 500 miles of required interval).

#### Dial-A-Ride/ ADA Paratransit

- On time performance of ninety-five percent (95%) within 30 minutes of promised pickup.
- No more than 1 percent (1%) missed trips. A missed trip is one that is not completed in its entirety or is more than 60 minutes late from scheduled pickup time.
- No more than 5 complaints per 1,000 passengers.
- No more than 2 vehicle and/or passenger accidents per 100,000 miles.
- One hundred percent (100%) preventive maintenance inspections completed as scheduled (within 500 miles of required interval).
- Average call answer time by a live operator under forty-five (45) seconds; average call hold time under ninety (90) seconds.

Whenever Contractor fails to meet any performance standard, VCTC may assess liquidated damages of \$150.00 per missed standard.

## **6.7 VEHICLE MAINTENANCE**

Contractor will receive each VCTC-owned transit vehicle after the vehicle has been thoroughly inspected, with all apparent safety-running repairs corrected by VCTC. VCTC and Contractor will be required to sign-off a checklist for each vehicle inspected. During the Contract period, VCTC staff shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced inspections of Contractor's facility. The maintenance facility and record storage will be located within the Heritage Valley.

### **6.7.1 Equipment Maintenance**

The Contractor is responsible for all vehicle maintenance on VCTC vehicles and vehicle equipment including fareboxes, destination signs, Automated Passenger Counters (APC) and Automatic Vehicle Location (AVL) equipment. Contractor will be responsible for programming electronic head signs.

### **6.7.2 Maintenance Responsibility**

Contractor shall be solely responsible for maintenance of the vehicles, including tires. Replacement tires are to be OEM quality or a grade better. Recaps are not permitted.

Any vehicle which sustains damage or experiences failure impairing safe mechanical operation shall be removed from service immediately, and shall not be placed in revenue service until restored to safe operating condition. At no time will a vehicle with a known mechanical defect or faulty lift or ramp be placed in to revenue service. Any vehicle with a faulty lift or ramp occurring in revenue service shall be immediately removed from service until repaired

Failure by Contractor to maintain VCTC-owned transit vehicles to maintenance standards as defined by the manufacturer's technical manual for Severe Operating Conditions (i.e. extensive periods of stop-and-go driving) may result in the vehicles being repaired by VCTC at Contractor's expense. Contractor shall perform all routine preventive maintenance, heavy repair, and running repairs necessary to keep VCTC-furnished vehicles in a safe, reliable and well maintained condition.

#### **6.7.2.1 Repair**

Contractor shall be responsible for all repairs and shall keep detailed repair records. Work shall be performed to industry best standards.

- Routine inspections - VCTC's Program manager or his designee will schedule routine vehicle inspections with Contractor. All vehicle inspections will be completed by representatives of both agencies. At the time of the inspection, all deficiencies shall be scheduled to be corrected within fourteen (14) calendar days of the joint inspection. At the end of the fourteen days, VCTC shall schedule a follow up joint inspection to ensure all items identified are repaired. If repairs are not completed, VCTC will assess liquidated damages in the amount of \$250.00 per affected transit vehicle per calendar day until all the repairs are completed satisfactorily.
- Major Repairs - Contractor shall be responsible for all major repairs. Major repair work must be scheduled to begin no later than seven (7) working days from the time it is listed on the daily fleet status report. In addition, any heavy maintenance repair work shall be completed ten (10) working days from the time it is scheduled for heavy repair work. Failure to have major repair work completed as scheduled will result in liquidated damages of \$250.00 per affected transit vehicle per calendar day until all repairs are completed satisfactorily. Major repairs shall be defined as follows: rebuilding/replacement of engines, transmissions, running gear, lifts, suspension components and brakes.
- Contractor shall pay for any repairs arising from Contractor negligence or abuse of VCTC-owned vehicles and shall be responsible for all repairs required as a result of collision or accident regardless of fault. VCTC shall determine what repairs are due to negligence and abuse. Contractor shall immediately report all body damage to VCTC owned vehicles regardless of the nature of the damage. Contractor, at no cost to City, shall provide all vehicle body repair work and painting. All bodywork and painting shall be performed to industry best standards, or VCTC specifications.

#### **6.7.2.2 Warranty**

The Contractor will be responsible for fully exercising and processing warranty claims and ensuring that all vehicle warranty work is performed in accordance with the warranty provisions.

Contractor shall warrant all components and parts installed by Contractor or subcontractor, with the same warranty as is provided by manufacturers or certified rebuilders in the area. If it becomes necessary for VCTC to make any repairs, Contractor shall be billed back for all charges for parts and for labor. VCTC reserves the right to outsource the required repairs and, as the result of Contractor non-compliance, Contractor shall be responsible for any associated expense.

#### **6.7.2.3 Fleet Maintenance Reports**

All maintenance must be performed in accordance with industry accepted procedures and the manufacturer's recommendations. Preventive maintenance efforts will be monitored by VCTC and must

adhere to the manufacturer's requirements. Specific emphasis on safety is required. Maintenance is the sole responsibility of the Contractor and will be performed by mechanics licensed under all applicable state and local standards at a local facility in the service area. The Contractor will provide monthly reports on each vehicle detailing at what mileage preventive maintenance is due for each vehicle, the vehicle's current mileage, and when preventive maintenance was last completed (date and mileage). The Contractor will also provide the following fleet maintenance reports on a monthly basis for all vehicles that includes (but is not limited to):

- Road call reports
- Preventative Maintenance reports
- Fleet inventory
- Warranty reports
- Mileage reports

The Contractor will develop all forms and procedures to properly track maintenance and files for each vehicle. At a minimum the file for each vehicle will include:

- Vehicle identification number, license number, and funding source.
- Vehicle maintenance and repair history, including description of maintenance and repair performance, all work orders for each vehicle, vendor or facility doing the work, cost, date, and mileage.
- Vehicle equipment check log verifying that special equipment has been checked according to the manufacturer's suggested schedule or semi-annually, whichever comes first (this includes but is not limited to wheelchair ramps or lifts).
- Documentation that preventative maintenance was performed according to the schedule established by the Contractor and approved by VCTC.
- Vehicle maintenance requests submitted by drivers, including what action taken and when.
- Vehicle pre-trip inspection log, signed by driver.
- Fuel and fluid usage by month.

#### Maintenance Records

Contractor shall maintain a permanent maintenance records file for each vehicle used in furnishing transit services to Heritage Valley. Such records shall include, but are not limited to, the following:

- Preventative and scheduled maintenance work, including parts and labor utilized
- Copies of work orders for all repairs and maintenance activities
- Reports indicating a vehicle defect
- Reports of road-call maintenance
- Warranty work
- Wheelchair lift inspections, routine service, and repairs

#### Service Records

Contractor shall maintain accurate records of all service calls, whether the vehicle is changed-out or repaired upon return, by the use of a daily service call log sheet. For any vehicle that is changed-out or repaired on the road, a service call form must be filled out. A repair order shall be made for every service call, whether a defect is found or not.



Whenever a maintenance person makes a transit vehicle change out, that person is to perform a pre-trip inspection, including the cycling of the wheelchair lift, to ensure that the vehicle is clean and safe prior to placing the vehicle in revenue service.

Any and all maintenance records maintained by Contractor during the term of the Contract shall become the property of, and be furnished to, VCTC at the end of the Contract term.

#### **6.7.2.4 Annual Terminal Inspections**

The Contractor shall be responsible for arranging annual terminal inspections by the California Highway Patrol (CHP), and shall also maintain a satisfactory CHP rating throughout the life of this contract. Copies of all CHP inspection documents shall be promptly transmitted to the City within five working days of such inspection.

#### **6.7.3 Bus Conditions**

Contractor shall maintain VCTC-owned buses in clean and neat condition at all times.

##### **6.7.3.1 Interior**

Proposer shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, public address system, lighting, fareboxes, headway signs, MDTs and all other electronic devices work properly. Wheelchair securement devices shall be inspected for function and adequate quantity.

The driver's area shall be clean at all times. Driver's personal property shall be kept in a secure area and out of sight. Driver seats shall be maintained in accordance with the OEM standards and as stated below for passenger seats. Proposer shall check interior for damage and clear of trash or graffiti at the conclusion of each shift or service day. Proposer shall not attach or place any markings on the interior of the vehicle without written permission from VCTC.

Contractor shall perform basic cleaning daily and the following maintenance at least weekly:

- Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors.
- Clean driver area, including but not limited to, dash controls, dashboards, above the driver area and along the front dashboard; so as to be free of dust, stains, or grease.
- Clean passenger seats to the extent they are dust free and free of all foreign substances.
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances.
- Replenish system map and route schedule brochure inventory.

##### **6.7.3.2 Exterior**

Drivers shall inspect exterior of the bus and note any new cracks, dents, scrapes, graffiti, and any other markings. Driver shall make the report on the DVI and notify Fleet staff of significant damage immediately.

Contractor may not attach or place any markings on the exterior of the vehicle without prior written permission of VCTC.

Each bus, at Contractor's sole expense, at least once every 90 days or as deemed necessary by VCTC, will receive a full exterior detail including wheels and tires that will consist of hand wash and wax. All exterior decals and vehicle identifications shall be maintained in like new condition and replaced as required at Contractor's expenses

### **6.7.3.3 Pre-trip Inspection & Daily Servicing**

Contractor will require each driver inspect each vehicle with regard to safety, function, and appearance of the vehicle prior to the placement in revenue service. A daily pre-trip inspection form shall be completed and submitted for all vehicles prior to the start of service. The checklist will be utilized and kept on file for the VCTC and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections. Mileage must be taken daily. Defective odometers must be replaced immediately.

Daily servicing will include, but not be limited to, fueling; engine oil, transmission fluid, windshield washer fluid and coolant check/add; wheelchair ramp/lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, brochure inventory, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. Contractor must keep accurate fluid records for each vehicle.

### **6.7.4 Facilities**

The Contractor will be required to procure its own office workspace and maintenance facilities within the Heritage Valley. Site location will be evaluated as to its overall functionality for administration, operations and maintenance. All facilities included in the proposal will be subject to inspection and approval by VCTC prior to their use for service operation.

The facility shall have space suitable to accommodate the personnel necessary for operating the service and to maintain and keep all necessary data and records. Contractor shall provide all furniture, furnishings and equipment including but not limited to telephones and telephone service, high-speed internet access line dedicated to data transmissions, cyber equipment such as but not limited to server(s), router(s), desk top and lap top computers to operate out of the office space.

#### Functional areas include:

- A. Dispatch Areas: Suitable office space shall be dedicated and functionally organized to accommodate the dispatch staffs required by HVTs. These areas must include a pass-through window to permit effective interchange between dispatchers and operators as well as enough area to enable dispatchers to assign runs and vehicles to drivers.
- B. Parking Facilities: The Contractor shall provide a facility that will have a secured, well-lit, paved and striped parking lot that shall be kept clean of buildup of oil, grease and standing water. The paved lot shall be of sufficient size to accommodate the fixed route and demand response revenue fleet vehicles, as well as non-revenue support vehicles utilized in overall operations of the contract. The facility shall provide dedicated parking as well as efficient and safe staging of HVTs vehicles. Should the Contractor

provide on-site parking for their personnel or operate other vehicles from their facility, these vehicles shall be kept separate from those of the HVTS. The parking, access and egress areas shall be free of debris and trash.

- C. Maintenance Facilities & Tire Shop Area: The facility must have a maintenance area that provides an adequate number of covered working bays for performing Preventive Maintenance Inspections (PMIs), installation of advertising and all mechanical repairs on revenue vehicles. Working bays shall 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 HVTS revenue service vehicle is twenty six feet. A wash bay is preferred on-site; however, the Contractor may propose outsourcing bus-washing functions, subject to the approval of VCTC. The maintenance area shall be equipped with power lifts and/or maintenance pits as to adequately repair vehicles and preferably within the maintenance garage bays. The facility should be free of debris and trash and meet or exceed OSHA (Occupational Safety & Health Administration) and industry standards for maintenance and facility safety.
- o The Contractor shall comply with all Federal and State OSHA regulations. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all Environmental Protection Agency (E.P.A.) and all State of California Health Department regulations. The Contractor shall comply with all state requirements under the Federal Clean Water Runoff Act.
  - o Contractor is required to provide adequate and appropriate shop equipment and special tools as needed to perform the necessary maintenance tasks required to meet VCTC's standards and requirements as described herein (opacity meter, Electronic testing equipment, torque wrenches, alignment equipment, etc.). Said tools must be calibrated and maintained to equipment manufacturers' specifications.
- D. Revenue Storage and Count Room: The Contractor will be responsible to provide for a secured area adequate for the storage of fare boxes, storage bins, counting equipment, where Contractor staff will be able to perform revenue processing and deposit duties. The room must be equipped with surveillance cameras. The area will be periodically inspected to ensure that proper securement and safety of HVTS staff is being provided. Contractor shall ensure that all facilities provided in conjunction with this contract are maintained on a regular basis to ensure a safe, professional, hygienic and attractive working environment that is in compliance with all federal, state and local regulations. Janitorial service shall be provided for all office, administrative, bathroom and public areas at a minimum frequency of three (3) times per week.
- E. Pass sales and Lost and Found. The Contractor will provide a public customer service counter to provide for bus pass and ticket sales and to allow public the ability to recover lost items recovered on the buses.

#### **6.7.5 Return of Vehicles**

Upon termination or completion of the contract term, the Contractor will be responsible for returning all vehicles and equipment 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. In addition to vehicles this requirement also applies to: bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data unit and audit unit; and any other VCTC provided equipment.

VCTC may contract with a qualified, third-party vehicle inspection firm to assist in the vehicle turnover inspection process. The third-party inspector will conduct individual inspections on each vehicle (within its last preventive maintenance cycle) prior to the return of the vehicle to VCTC. Such inspections will ensure that any necessary repairs are completed and will require the Contractor to conduct any needed repairs. Once the Contractor is notified of any deficiencies requiring repair, the Contractor will have seven (7) days in which to complete those repairs. If said repairs are not completed during that time frame, VCTC or the successor contractor may option to complete those repairs and charge the contractor for cost of repair work.

### **6.7.6 Applicable Codes and Regulations**

All vehicles required to be utilized for this proposal will be safe for operation on public streets and freeways over the term of the contract and meet all requirements in the California Vehicle Code for a bus. All parts of the vehicle (and all equipment mounted on or in the vehicle) will conform to the Federal Motor Vehicle Safety Standards and the California Administrative Code, Title 13 on Motor Vehicles. Particular attention will be directed to compliance with California Highway Patrol Motor Carrier Safety Regulations within Title 13 and approved updates to these regulations. The service vehicles operated under this contract are subject to random periodic inspection by the California Highway Patrol (CHP), California Air Resources Board (CARB), and Federal Transit Administration (FTA), as well as VCTC staff. Contractor will notify VCTC of inspections performed by a governmental agency other than VCTC. The results of those inspections will be transmitted to VCTC immediately and any applicable signed certification will be displayed or carried on the vehicles.

## **6.8 IMPLEMENTATION PLAN**

Critical to the success of HVTS is a smooth transition that minimizes the negative impact on passenger services. Without an effective well planned transition and startup, the service could deteriorate prior to implementation. In the Technical Submittal, the Proposer will be required to detail their transition plan including, if necessary, transition from the current contractor.

## **7. PROPOSALS**

Submitted proposals should present the Proposer's qualifications and understanding of the work to be performed. It should follow the format outlined in this RFP and all requested information must be supplied, including a completed checklist indicating the conformance with the required format. Failure to submit a complete proposal in the required format may be considered non-responsive.

### **7.1 Project Description**

VCTC is requesting technical and cost proposals from qualified and experienced contractors to provide operations and maintenance services for the Heritage Valley Transit Service fixed route, ADA paratransit and general purpose dial-a-ride systems.

### **7.2 Proprietary Information**

The proposals received shall become the property of VCTC and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California

Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

### **7.3 PROPOSAL EVALUATION AND CRITERIA**

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 with specific reference to the activities noted above in this RFP in Section 6.0, "Scope of Work". By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP.

#### **7.3.1 Cover Letter**

Each proposal must be accompanied by a cover letter that contains the title "Heritage Valley Transit Service" and a general statement of the purpose for submission and includes the following information:

- Legal business status, address and telephone number of Proposer
- 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 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.

#### **7.3.2 Experience and Qualifications of the Firm and Personnel**

Describe size and organization, function and capabilities and firm's management philosophy. Identify by name and title the key personnel to be assigned to this Contract. Describe their unique skillset and familiarity with the service area and ridership, and experience with the type of service operated. For each individual named, provide the following:

- Resume
- Qualifications
- Training, including accreditation and use of Trapeze PASS Software
- Any other information deemed relevant

Describe in detail the firm's experience with operating local fixed route, ADA paratransit and dial-a-ride on a scale equal to or greater than what is requested. For each listing, provide the following:

- Name of the City/service
- Name of contact person, title, and phone number
- Term of contract
- Number of transit vehicles
- Number of annual revenue hours
- Contract amount
- Services offered and results

VCTC may contact the listed agencies for references. **In addition, indicate whether your firm has ever been debarred by a public agency or have had a contract terminated due to performance issues.**

### **7.3.3 Bidder Financial Status**

Proposers must submit sealed with their original proposal a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.

Financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the proposer are required. Failure to submit the above documents will result in disqualification

### **7.3.4 Fleet and Facility Plan**

A detailed summary maintenance plan assuring compliance with manufacturer guidelines and a plan for assuring bus cleanliness; the location and functional description of the maintenance and operations facility for storage of buses and to house all operations and support functions is to be included in the proposal. Include: the address; building and yard size; description of maintenance, dispatch, administration and meeting/training areas; and facility security features. Multiple facilities may be proposed, e.g. maintenance at one location and general administration at another. See section 6.7.4 of this RFP for further information.

### **7.3.5 Comprehensive Staffing Plan**

A staffing plan including a table of organization or organization chart, resumes of all key positions, job description for frontline employees, retention and incentive strategies, pay scales, description of benefits, etc. An operator training program is to be included detailing the components/modules, duration and testing elements that meets or exceeds the requirements of this RFP.

### **7.3.6 Implementation Plan and Timeline**

A detailed timeline and description of all transition and startup activities required to be prepared to effectively deliver transit service January 5, 2015, as required. The startup plan is to include titles of the staff member responsible for each task; including the projected date each task is to be completed in order to meet the contract effective date.

### 7.3.7 Ability to Perform and Meet Requirements of the RFP (Performance Plan)

The proposer shall provide sufficient information to enable a Review Panel to evaluate the Proposer's ability to perform and meet the requirements of this RFP. Such information **must include**, but not be limited to, the following:

- a) Describe approach, capacity and management philosophy for public transit operations and maintenance.
- b) Describe approach, procedures, and past experience for data collection, record keeping, and reporting to meet National Transit Database (NTD) reporting requirements and Federal Transit Administration (FTA) requirements – including drug and alcohol testing and compliance with ADA requirements.
- c) Describe hiring procedures for the selection of professional operators.
- d) Describe the training program to be use on this contract. Included at a minimum should be an outline of the topics covered, the time which would be devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service with a trainer, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time devoted to customer relations training, and the amount of time spent training with each type of vehicle in the HVTS fleet.
- e) Describe proposed method of fare collection, including security, accounting, and cash handling procedures. Describe procedures and personnel in this phase of the work.
- f) Describe plan for monitoring of on-time performance, driver customer service and compliance with ADA and system/VCTC policies and procedures.
- g) Describe supervisory, call center and dispatch operation. How will communication flow in this area?
- h) Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports.
- i) Describe maintenance program in detail, including, preventative maintenance inspections, handling of road calls, mechanics-to-vehicle ratio in the proposed operation. Discuss training and professional certification strategies, including ASE, experience with proposed equipment, and compliance with California Air Resources Board (CARB) requirements and so on.
- j) Describe vehicle cleaning procedures--including frequency, equipment, and personnel ratio for the number of vehicles. Include a description for interior and exterior cleaning. Provide a sample schedule and checklist.

### 7.3.8 Cost Proposal

VCTC is interested in cost effectiveness rather than low bid, and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the proposer and proposed staff, and the proposed operating methodology will all be considered along with the proposed cost component in evaluating cost effectiveness. 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.

Complete all Cost Proposal forms, including forms for each cost proposal (See Forms C and Forms C-II). Include your response under the title "Cost Proposal." 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:**

- Base Package Hours Only;
- Option A - Base Package + Fixed Route Expansion Option;
- Option B - Base Package + Dial-a-ride Expansion Option;
- Option C – Base Package + Options A + B combined (Fixed Route Expansion + Dial-a-ride Expansion)

**Form C-II - Detailed Cost Component Sheets:**

- **Form C-II - Base Package**
- **Form C-II Option A - Base Package + Fixed Route Expansion Option**
- **Form C-II Option B - Base Package + Dial-a-ride Expansion Option**
- **Form C-II Option C – Base Package + Both Options: Fixed Route Expansion + Dial-a-ride Expansion**

All proposers shall assume the estimated vehicle service hours contained in Exhibit 4 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 should be included. Proposers are to use Cost Proposal forms to propose one fixed hourly rate (Form C). Using the Cost Component Sheets (Forms C-II, C-II A, C-II B and C-II C), Proposers are to explain in line item detail the cost components of the base package as well as each option.

Contractor shall be reimbursed for the following defined service hours:

**A. Fixed Route Service**

The time begins when passenger service begins; that is when vehicle is in route service and ends when out of passenger service or route service as identified in HVTS Fixed Route Schedules. This time does not include deadhead, vehicle check-in/check-out time, time needed for fueling the vehicles, time when vehicle is inoperable on the road or duty free meal periods. Price paid per vehicle revenue hour (VRH) shall include full compensation for furnishing all administration, management, facilities, services, maintenance, and items, including labor materials, tools, equipment and incidentals as required by the Contract for provision of fixed route services.

**B. Dial-A-Ride Service / ADA Paratransit**

The time begins when vehicle is in revenue service; this includes limited deadhead time and until the vehicle returns to administrative/parking facility after dropping off the last client.

For the purposes of this section, "deadhead" time shall be defined as the actual time required to travel **directly** from the transit facility to pick up the first revenue passenger and to travel **directly** to the transit facility after dropping off the last revenue passenger. However, reimbursement for "deadhead" time shall be based on actual deadhead time expended and limited to an average per day of 30 minutes each way for each vehicle. Deadhead time in excess of this amount will not be reimbursed. Deadhead travel times may be verified using the trip reservation and scheduling database.



Vehicle revenue hours do not include vehicle check-in/check-out time at the yard, duty free meal breaks, time taken to fuel vehicles, time when vehicle is inoperable on the road or deadhead time in excess of an average per day of 30 minutes each way for each vehicle when traveling from the transit facility to begin revenue service or to the transit facility when ending revenue service. Price paid per vehicle revenue hour (VRH) shall include full compensation for furnishing all administration, management, facilities, services, maintenance, and items, including labor, materials, tools, equipment and incidentals as required by the Contract.

### **7.3.9 Proposal Submission**

#### **7.3.9.1 Optional Pre-proposal Conference**

An optional pre-proposal conference will be held on August 8, 2014, at 11:00 AM, at the VCTC offices, located at 950 County Square Drive, Suite 207, Ventura CA, 93003. Interested parties, including potential proposers, are strongly encouraged to attend. Staff will present a broad overview of the new service and hear and discuss any questions. To submit questions in advance of the conference, please contact Aaron Bonfilio, Program Manager, at [abonfilio@goventura.org](mailto:abonfilio@goventura.org). Further questions will be answered prior to the proposal deadline date (see section 2 of this RFP).

#### **7.3.9.2 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 unless otherwise expressly stated in the proposal.

#### **7.3.9.3 Communication and Addenda**

VCTC is issuing this Request for Proposals (RFP). Unless otherwise directed, all communications and inquiries regarding this document should be directed to Mr. Aaron Bonfilio, Program Manager, VCTC at 805-642-1591 ext. 121.

VCTC will not be responsible for any oral interpretations given by any VCTC staff, representative, or others. Any revisions to the RFP will be issued and distributed as addenda. Contractors are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. Contractors are specifically directed not to contact any other VCTC personnel, including, but not limited to Commissioners, for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of the proposal submitted by the Contractor violating this policy.

If any addenda are issued to this RFP, VCTC will attempt to notify all prospective proposers who have provided VCTC with their contact information. **However, it will be the responsibility of each proposer, prior to submitting its proposal, to contact the VCTC Program Manager to determine if addenda were issued, and to make such addenda a part of its proposal.**

#### **7.3.9.4 Contracting Agency**

In accordance with the HVTCS Cooperative Agreement, VCTC is the contracting agency for the Contract resulting from this RFP on behalf of the Heritage Valley Transit Service Cooperative Committee.

### **7.3.9.5 Legal Responsibilities**

All proposals must be submitted, filed, made, and executed in accordance with State of California and federal laws relating to proposals for contracts of this nature. By submitting a proposal, proposer certifies that it will comply with all federal laws and requirements, including, but not limited to, Equal Employment opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing federal funds.

### **7.3.9.6 Withdrawal of Proposals**

A proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals. The proposer or its duly authorized representative shall execute the withdrawal request in writing to the VCTC Program manager. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

### **7.3.9.7 Award of Contract**

The proposer to whom the contract is awarded shall be required to enter into a written contract with VCTC in a form approved by VCTC counsel. 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.

### **7.3.9.10 Prohibited Communications During the Proposal Period**

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 HVPAC member agencies or their staff, including VCTC Commissioners and personnel, regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the VCTC Program Manager of Transit Services. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

### **7.3.9.11 Adherence to RFP Format**

All proposals will be reviewed by VCTC to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission. Those 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.

### **7.3.9.12 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.

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.

#### **7.3.9.13 Proposal Interpretations and Addenda**

VCTC will publish on its website ([www.goventura.org](http://www.goventura.org)) any change to or interpretation of the RFP and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

#### **7.3.9.14 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.

#### **7.3.10 Proposal Format**

Submitted proposals should follow the format required of this RFP and all requested information must be supplied. Failure to submit a complete proposal in the required format may be considered non-responsive.

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. To assist with review, proposals shall be presented using three-ring binders and contain a table of contents, and all pages and documentation shall be numbered. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

One (1) clearly marked original and six (6) copies of the proposal, as well as in one (1) electronic copy of the proposal (stored via either CD-ROM or removable flash drive), are to be submitted to **Aaron Bonfilio, Program Manager, Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura CA 93003 on or before September 4, 2014 by 3:00 PM local time.**

The electronic copy shall be formatted to include the entire proposal in PDF format of and copy of the submitted Cost Proposal forms in Excel format (version 2003 or later). **Prefacing the proposal, the proposer shall provide:**

- A. A Cover Letter**
- B. An Executive Summary of three (3) pages or less which gives in brief, concise terms, a summation of the proposal**
- C. Provide a statement that the proposal is valid for a minimum period of three hundred and sixty-five (365) days subsequent to the RFP closing date.**
- D. Provide proof of required insurance in the form of a Certificate of Insurance(s).**
- E. The Completed Checklist of *Minimum Required Elements* (see form A)**

## **7.4 EVALUATION PANEL AND SCORING PROCESS**

### **7.4.1 EVALUATION PANEL**

Evaluation of the proposals will be made by a Section Panel appointed by the VCTC. VCTC will appoint a Panel Chair from among the Panel members. 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 to be awarded.

### **7.4.2 SCORING PROCESS**

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 responsible and responsive proposers will be evaluated using the criteria identified in this RFP and will be awarded a maximum of 100 points.

VCTC will award Proposers with ten (10) 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.

Fifteen (15) points will be awarded for the qualification of the proposer and is based on the proposer’s past history of successfully operating similar service to those described in the RFP including VCTC service. Fifteen (15) points are allocated for the qualification and experience of the proposed team. Thirty (30) points are awarded for the operating methodology, that is, the proposer’s effective use of personnel and resources to ensure quality service delivery, including: the proposed fleet and facility plan, the implementation plan and timeline, comprehensive staffing plan, and the performance plan. The remaining forty (40) points are awarded for the cost effectiveness of the proposal, that is, the proposed cost in relation to the quality and level of service to be provided.

VCTC will evaluate all proposals and award a contract to the qualified proposer submitting a responsive proposal providing the best value in the determination of VCTC.

## **8. GENERAL CONTRACTOR REQUIREMENTS**

### **8.1. 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 1).

Furthermore, the Contractor shall comply with U.S. DOT and FTA Drug and Alcohol regulations, including 49 CFR Part 40 and Part 655 (see exhibit 5).

### **8.2. LIAISON WITH CITY, COUNTY, AND STATE AGENCIES**

The Contractor shall coordinate closely with affected City of Fillmore, City of Santa Paula, County, California Highway Patrol, and Caltrans 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.

### **8.3. SERVICE EXPANSION AND REDUCTION/HOURLY RATES**

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.

### **8.4. 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 the 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 fixed hourly rate contained in the contract and the actual amount of revenue vehicle service hours operated.

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.

## **8.5. 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.

## **8.6. COOPERATION WITH VCTC**

### **8.6.1. PROMOTIONAL USE OF VEHICLES**

The Contractor shall provide such buses as VCTC may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to VCTC.

### **8.6.2. 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. **At no time shall the Contractor issue a press release or initiate other media contact regarding HVTS without first receiving approval from the VCTC Executive Director or his/her representative.**

### **8.6.3. 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.

#### **8.6.4. 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.

#### **8.6.5. MARKETING**

VCTC has retained a consultant for marketing, and public relations, (and may also do so for 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.

#### **8.6.6. 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 or the HVPAC. It is understood that the Contractor is not and shall not be the legal representative or agent of VCTC or HVPAC 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.

#### **8.6.7. 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.

#### **8.6.8. 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.

#### **8.6.9. OPERATING NON-DECLARED EMERGENCY SERVICE AND/OR SPECIAL EVENT**

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, 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.

#### **8.7. 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.

#### **8.8. FORCE MAJEUR**

None of the Member Agencies (including the City of Santa Paula, the City of Fillmore, VCTC and the County of Ventura) or the Contractor, shall be liable 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 causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. 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.

Such events may include, but are not restricted to, the following: 1) governmental restrictions or limitations; 2) failure or shortage of fuel, water, fuel oil or other utility or services; 3) riot, war, insurrection or other national or local emergency; 4) natural disasters; or 5) route impasses due to construction, accidents or other reasons.



## **8.9. 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.

## **8.10. 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.

## **8.11. BOND AND INSURANCE REQUIREMENTS**

### **8.11.1 PERFORMANCE BOND REQUIREMENTS**

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 seventy-five percent (75%) 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 five, 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.

### **8.11.2 INSURANCE REQUIREMENTS AND INDEMINIFICATION**

#### **8.11.2.1 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- \$2 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 - \$10 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.

**8.13.2.1.1 REQUIRED LANGUAGE**

**THE CERTIFICATE MUST ALSO CONTAIN THE FOLLOWING LANGUAGE:**

"The Agencies as specified by the VCTC Agreement(s) including the Ventura County Transportation Commission, the City of Fillmore, the City of Santa Paula, and the County of Ventura, and officers and agents of each of them, 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."

**8.11.2.1.2. 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.

**8.11.2.1.3 INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the Ventura County Transportation Commission (VCTC), and the City of Santa Paula, the City of Fillmore and the County of Ventura (collectively referred to as HVTS AGENCIES), its officers, agents, and employees from all liability costs, claims, 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 or HVTS AGENCIES 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, with counsel approved by VCTC, whenever or wherever made or brought against any or all of the HVTS AGENCIES and VCTC arising out of the contract services based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless the said HVTS AGENCIES and 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 said HVTS AGENCIES and VCTC to use said equipment because of any infringement or alleged infringement of any letters patent.

**8.12. 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.**

**8.13. LIMITATIONS ON SUB-CONTRACTING**

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

**8.14. ADDITIONAL REQUIREMENTS**

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

- A. Neither party assumes any liability for failure to fulfill the terms and conditions of this Agreement caused by events beyond the reasonable control of such party. Such events may include, but are not restricted to the following: natural disaster, acts of government in either its sovereign or contracted capacity, a failure or shortage of fuel, water, fuel oil or other utility or services, strikes, riots, fires, floods, epidemics, war, insurrection or other national or local emergency, freight embargo, impassibility of routes due to construction, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or its subcontractor.
- B. In the event that circumstances arise beyond the Contractor's control that significantly affect the cost of operation, VCTC would be willing to discuss, without obligation, the possibility of adjusting the hourly rate pertinent to the changed circumstances, without any commitment on the part of VCTC to make any such adjustment.
- C. The RFP, Exhibits, Forms and Attachments, Addenda, the Proposal and its Attachments, and the Agreement contain the entire understanding between the Contractor and VCTC. No modification or addition to this Agreement shall have any affect whatsoever unless set forth in writing and signed by both parties hereto.
- D. Any item of work contained in either the RFP or the Proposal shall be performed by Contractor and/or Subcontractor as though it appeared in the Agreement. In the event of any conflict, the terms of this Agreement, the RFP, all exhibits and attachments and the Addenda govern over the Proposal unless specifically stated otherwise.
- E. Disputes regarding the interpretation or application of any provisions shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. VCTC shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law.
- F. The failure of VCTC to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by VCTC, nor shall, as a result, VCTC relinquish any rights that it may have under this Contract.
- G. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.
- H. The Agreement and the RFP shall be interpreted in accordance with the domestic laws of the State of California.

#### **8.4.1 Rights Reserved by VCTC**

All proposals submitted in response to this RFP will become the property of VCTC and will be subject to disclosure pursuant to the California Public Records Act. 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 California 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 the HVPAC.

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

## **9. EXHIBITS, FORMS / CERTIFICATIONS**

- EXHIBIT 1: FTA CONTRACTUAL PROVISIONS
- EXHIBIT 2: PROTEST PROCEDURES
- EXHIBIT 3: COVERED EMPLOYEE INFORMATION – PER CA LABOR CODE SECTION 1072 4.6
- EXHIBIT 4: PROPOSED LEVEL OF SERVICE – HOURS PER YEAR, INCLUDING OPTIONS
- EXHIBIT 5: DRUG FREE WORKPLACE REQUIREMENTS
- FORM A: PROPOSER CHECKLIST OF MINIMUM REQUIRED ELEMENTS
- FORM B: PROPOSER CERTIFICATION STATEMENT
- FORM C: BID RATES
- FORM C-II: COST COMPONENT DETAIL FOR BASE PACKAGE
- FORM C-II A: COST COMPONENT DETAIL FOR OPTION A
- FORM C-II B: COST COMPONENT DETAIL FOR OPTION B
- FORM C-II C: COST COMPONENT DETAIL FOR OPTIONS A+B
- FORM D: LOBBYING CERTIFICATION
- FORM E: CERTIFICATION REGARDING SUSPENSION OR DEBARMENT

## **EXHIBIT 1 – FTA CONTRACTUAL PROVISIONS**

### **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 3.1 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 3.1 below.

### **3.1 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

**Termination for Convenience** - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## 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 disbarred, 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)1 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 of 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 subrecipients 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 (l) 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 subrecipient 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 2 – 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 or 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 protestor to discuss and attempt to resolve the protest.
- C. After the meeting the protestor shall, within five (5) working days, give the Executive Director

written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor 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 protestor 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 protestor, 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 protestor 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 protestor 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 3 –EMPLOYEES COVERED UNDER THE STATE OF CALIFORNIA LABOR CODE SECTION 1072**

The current transit service provided in the Heritage Valley Service is primarily dial-a-ride service, with a small fixed route component and ADA. The proposed service required in the RFP is substantially different. However, 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). Current Classifications of Employees covered under the State of California Labor Code Section 1072 are described below.

<b>EMPLOYEES</b>	<b>WAGE SCALE</b>
22 DRIVERS – 10 Full-time, 12 Part-time	\$10.09 - \$14.23
2 Supervisors	\$20.44 - \$21.48
7 Dispatchers	\$9.32 - \$15.53
1 Part-time Mechanic	\$16.50

*Full-time employees are eligible for medical, dental and optical insurance – paid 50% by the employer. Life insurance is provided at no cost to the employee.*

**EXHIBIT 4 – PROPOSED LEVEL OF SERVICE:  
HOURS PER YEAR, INCLUDING SERVICE OPTIONS**

The proposed level of service is detailed below. VCTC reserves the right to adjust service at any time plus or minus twenty percent from the projected number of hours, including proposed options, without affecting the rates for service. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours.

Proposers are to refer to the below information when preparing their proposals. See Cost Proposal Forms C, and C-II, C-II A, C-II B, and C-II C.

<u>BASE PACKAGE</u>	<u>HOURS OF SERVICE</u>
Fixed Route - Fillmore Service	4,000
Shuttle: Fillmore – Piru	550
Fixed Route - Santa Paula	9,100
Dial-a-ride	10,400
<b>TOTAL BASE PACKAGE</b>	<b>24,050</b>

<u>EXPANSION OPTIONS</u>	<u>ADDITIONAL HOURS OF SERVICE</u>	<u>TOTAL ESTIMATED HOURS OF SERVICE</u>
OPTION A - FIXED ROUTE EXPANSION	12,500	36,550
OPTION B - DIAL-A-RIDE EXPANSION	5,000	29,050
OPTION C - BOTH OPTION A + B	17,500	41,550

## **EXHIBIT 5 – DRUG FREE WORKPLACE REQUIREMENTS**

### **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 1 – 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.

## FORM A – PROPOSER CHECKLIST OF MINIMUM REQUIRED ELEMENTS

### CHECKLIST OF MINIMUM REQUIRED ELEMENTS

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

- Cover letter containing all elements required by section 7.3.1
- Proposer Certification Statement
- Description of Qualifications (See section 7.3.2)
- Firm Financial Status Information (See section 7.3.3)
- Fleet and Facility Plan (See section 7.3.4)
- Comprehensive Staffing Plan, including detailed description of training program (See sections 6 and 7.3.5)
- Implementation Plan and Timeline (See sections 6 and 7.3.6)
- Performance Plan (See section 7.3.7)
- Cost Proposal Forms C and all cost component Forms C-II, C-II A, C-II B, and C-II C
- Lobbying Certification
- Affidavit of Non-collusion
- Certification Regarding Suspension or Debarment
- One original completed proposal with sealed financial information
- Six copies of the completed proposal
- One electronic copy of the completed proposal: PDF file as well as Excel file of Cost Proposal



**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 FORM C**

Submitted in response to  
 Ventura County Transportation Commission  
 RFP No. 1415-9164-HV

**COST PROPOSAL - FORM C**

*Multiply the hourly rate by the proposed number of hours to calculate the total annual cost.*

SERVICE PACKAGE TO BE PROPOSED	PROJECTED ANNUAL HOURS*	X	EFFECTIVE YEAR										TOTAL COSTS ALL YEARS (sum years 1 - 5)	
			<u>YEAR ONE</u>		<u>YEAR TWO</u>		<u>YEAR THREE</u>		<u>YEAR FOUR</u>		<u>YEAR FIVE</u>			
			Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost		
BASE PACKAGE	24,050	X	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
OPTION A - FIXED ROUTE EXPANSION	36,550	X	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
OPTION B - DIAL-A-RIDE EXPANSION	29,050	X	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
OPTION C - BOTH OPTION A + B	41,550	X	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

(Proposed Rates should match hourly rates on cost forms C-II, C-II A, C-II B, and C-II C, Line 12)

*\*VCTC reserves the right to adjust service at any time plus or minus twenty percent from the projected number of hours, including to proposed options, without affecting the rates for service. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours.*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Firm

**FORM C-II**

**BASE PACKAGE: Cost Component Detail**

DIRECTIONS: *Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.*

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	.....	.....	.....	.....	.....	.....
Management Wages	.....	.....	.....	.....	.....	.....
Supervisor / Dispatch Wages	.....	.....	.....	.....	.....	.....
Mechanic Wages	.....	.....	.....	.....	.....	.....
Utility Wages	.....	.....	.....	.....	.....	.....
Other Wages	.....	.....	.....	.....	.....	.....
Fuel (Revenue Vehicles)	.....	.....	.....	.....	.....	.....
Fuel (Support/Lunch Veh)	.....	.....	.....	.....	.....	.....
Employee Fringes, benefits	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
<b>1</b> Total Operating Costs	.....	.....	.....	.....	.....	.....
<u>Maintenance Costs</u>						
Parts	.....	.....	.....	.....	.....	.....
Tires	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
Rebuilds	.....	.....	.....	.....	.....	.....
<b>2</b> Total Maintenance Costs	.....	.....	.....	.....	.....	.....

**FORM C-II**

**BASE PACKAGE Cost Component Detail (Continued)**

Administration Costs

	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>3</b>	Total Administration Costs	.....	.....	.....	.....	.....

Maintenance / Operating Facilities

	Facility	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>4</b>	Total Maintenance/Operating Facilities Costs	.....	.....	.....	.....	.....

Profit

	.....	.....	.....	.....	.....	.....
<b>5</b>	Total Profit	.....	.....	.....	.....	.....

Other Capital Costs

	Support/Lunch Veh	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>6</b>	Total Other Capital Costs	.....	.....	.....	.....	.....

**FORM C-II**

**BASE PACKAGE Cost Component Detail (Continued)**

Insurance Costs

Bond .....  
 General Liability .....  
 Auto Liability .....

**7** Total Insurance Costs .....

Startup Costs

.....

**8** Total Startup Costs .....

Other Costs

.....  
 .....

**9** Total Other Costs .....

**10** TOTAL COSTS (sum lines 1 - 9) ..... .....

<b>11</b>	<b>BASE PACKAGE - PROJECTED HOURS OF SERVICE</b>	<b>24050</b>	<b>24050</b>	<b>24050</b>	<b>24050</b>	<b>24050</b>
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<b>12</b>	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>					
-----------	--	--	--	--	--	--

<b>FIRM REPRESENTATIVE:</b> _____  <b>SIGNATURE:</b> _____	<b>DATE:</b> _____  <b>FIRM NAME:</b> _____
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**FORM C-II A**  
**OPTION A: Cost Component Detail**

DIRECTIONS: *Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.*

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	.....	.....	.....	.....	.....	.....
Management Wages	.....	.....	.....	.....	.....	.....
Supervisor / Dispatch Wages	.....	.....	.....	.....	.....	.....
Mechanic Wages	.....	.....	.....	.....	.....	.....
Utility Wages	.....	.....	.....	.....	.....	.....
Other Wages	.....	.....	.....	.....	.....	.....
Fuel (Revenue Vehicles)	.....	.....	.....	.....	.....	.....
Fuel (Support/Lunch Veh)	.....	.....	.....	.....	.....	.....
Employee Fringes, benefits	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
<b>1</b> Total Operating Costs	.....	.....	.....	.....	.....	.....
<u>Maintenance Costs</u>						
Parts	.....	.....	.....	.....	.....	.....
Tires	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
Rebuilds	.....	.....	.....	.....	.....	.....
<b>2</b> Total Maintenance Costs	.....	.....	.....	.....	.....	.....

**FORM C-II A**

**OPTION A: Cost Component Detail (Continued)**

Administration Costs

	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>3</b>	Total Administration Costs	.....	.....	.....	.....	.....

Maintenance / Operating Facilities

	Facility	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>4</b>	Total Maintenance/Operating Facilities Costs	.....	.....	.....	.....	.....

Profit

	.....	.....	.....	.....	.....	.....
<b>5</b>	Total Profit	.....	.....	.....	.....	.....

Other Capital Costs

	Support/Lunch Veh	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>6</b>	Total Other Capital Costs	.....	.....	.....	.....	.....

**FORM C-II A**

**OPTION A: Cost Component Detail (Continued)**

Insurance Costs

	Bond	.....	.....	.....	.....	.....	.....
	General Liability	.....	.....	.....	.....	.....	.....
	Auto Liability	.....	.....	.....	.....	.....	.....
<b>7</b>	Total Insurance Costs	.....	.....	.....	.....	.....	.....

Startup Costs

	.....	.....	.....	.....	.....	.....	.....
<b>8</b>	Total Startup Costs	.....	.....	.....	.....	.....	.....

Other Costs

	.....	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....	.....
<b>9</b>	Total Other Costs	.....	.....	.....	.....	.....	.....

<b>10</b>	TOTAL COSTS (sum lines 1 - 9)	.....	.....	.....	.....	.....	.....
-----------	-------------------------------	-------	-------	-------	-------	-------	-------

<b>11</b>	<b>OPTION A - PROJECTED HOURS OF SERVICE</b>	<b>36,550</b>	<b>36,550</b>	<b>36,550</b>	<b>36,550</b>	<b>36,550</b>
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<b>12</b>	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>					
-----------	--	--	--	--	--	--

<b>FIRM REPRESENTATIVE:</b> _____ <b>SIGNATURE:</b> _____	<b>DATE:</b> _____ <b>FIRM NAME:</b> _____
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**FORM C-II B**

**OPTION B: Cost Component Detail**

DIRECTIONS: *Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.*

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	.....	.....	.....	.....	.....	.....
Management Wages	.....	.....	.....	.....	.....	.....
Supervisor / Dispatch Wages	.....	.....	.....	.....	.....	.....
Mechanic Wages	.....	.....	.....	.....	.....	.....
Utility Wages	.....	.....	.....	.....	.....	.....
Other Wages	.....	.....	.....	.....	.....	.....
Fuel (Revenue Vehicles)	.....	.....	.....	.....	.....	.....
Fuel (Support/Lunch Veh)	.....	.....	.....	.....	.....	.....
Employee Fringes, benefits	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
<b>1</b> Total Operating Costs	.....	.....	.....	.....	.....	.....
<u>Maintenance Costs</u>						
Parts	.....	.....	.....	.....	.....	.....
Tires	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
Rebuilds	.....	.....	.....	.....	.....	.....
<b>2</b> Total Maintenance Costs	.....	.....	.....	.....	.....	.....

**FORM C-II B**

**OPTION B: Cost Component Detail (Continued)**

Administration Costs

	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>3</b>	Total Administration Costs	.....	.....	.....	.....	.....

Maintenance / Operating Facilities

	Facility	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>4</b>	Total Maintenance/Operating Facilities Costs	.....	.....	.....	.....	.....

Profit

	.....	.....	.....	.....	.....	.....
<b>5</b>	Total Profit	.....	.....	.....	.....	.....

Other Capital Costs

	Support/Lunch Veh	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>6</b>	Total Other Capital Costs	.....	.....	.....	.....	.....

**FORM C-II B**

**OPTION B: Cost Component Detail (Continued)**

Insurance Costs

	Bond	.....	.....	.....	.....	.....	.....
	General Liability	.....	.....	.....	.....	.....	.....
	Auto Liability	.....	.....	.....	.....	.....	.....
<b>7</b>	Total Insurance Costs	.....	.....	.....	.....	.....	.....

Startup Costs

	.....	.....	.....	.....	.....	.....	.....
<b>8</b>	Total Startup Costs	.....	.....	.....	.....	.....	.....

Other Costs

	.....	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....	.....
<b>9</b>	Total Other Costs	.....	.....	.....	.....	.....	.....

<b>10</b>	TOTAL COSTS (sum lines 1 - 9)	.....	.....	.....	.....	.....	.....
-----------	-------------------------------	-------	-------	-------	-------	-------	-------

<b>11</b>	<b>OPTION B - PROJECTED HOURS OF SERVICE</b>	<b>29,050</b>	<b>29,050</b>	<b>29,050</b>	<b>29,050</b>	<b>29,050</b>
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<b>12</b>	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>					
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<b>FIRM REPRESENTATIVE:</b> _____ <b>SIGNATURE:</b> _____	<b>DATE:</b> _____ <b>FIRM NAME:</b> _____
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**FORM C-II C**

**OPTION C: Cost Component Detail**

DIRECTIONS: *Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.*

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	.....	.....	.....	.....	.....	.....
Management Wages	.....	.....	.....	.....	.....	.....
Supervisor / Dispatch Wages	.....	.....	.....	.....	.....	.....
Mechanic Wages	.....	.....	.....	.....	.....	.....
Utility Wages	.....	.....	.....	.....	.....	.....
Other Wages	.....	.....	.....	.....	.....	.....
Fuel (Revenue Vehicles)	.....	.....	.....	.....	.....	.....
Fuel (Support/Lunch Veh)	.....	.....	.....	.....	.....	.....
Employee Fringes, benefits	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
<b>1</b> Total Operating Costs	.....	.....	.....	.....	.....	.....
<u>Maintenance Costs</u>						
Parts	.....	.....	.....	.....	.....	.....
Tires	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
Rebuilds	.....	.....	.....	.....	.....	.....
<b>2</b> Total Maintenance Costs	.....	.....	.....	.....	.....	.....

**FORM C-II C**

**OPTION C: Cost Component Detail (Continued)**

Administration Costs

	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>3</b>	Total Administration Costs	.....	.....	.....	.....	.....

Maintenance / Operating Facilities

	Facility	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>4</b>	Total Maintenance/Operating Facilities Costs	.....	.....	.....	.....	.....

Profit

	.....	.....	.....	.....	.....	.....
<b>5</b>	Total Profit	.....	.....	.....	.....	.....

Other Capital Costs

	Support/Lunch Veh	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
<b>6</b>	Total Other Capital Costs	.....	.....	.....	.....	.....

**FORM C-II C**

**OPTION C: Cost Component Detail (Continued)**

Insurance Costs

	Bond	.....	.....	.....	.....	.....	.....
	General Liability	.....	.....	.....	.....	.....	.....
	Auto Liability	.....	.....	.....	.....	.....	.....
<b>7</b>	Total Insurance Costs	.....	.....	.....	.....	.....	.....

Startup Costs

	.....	.....	.....	.....	.....	.....	.....
<b>8</b>	Total Startup Costs	.....	.....	.....	.....	.....	.....

Other Costs

	.....	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....	.....
<b>9</b>	Total Other Costs	.....	.....	.....	.....	.....	.....

<b>10</b>	TOTAL COSTS (sum lines 1 - 9)	.....	.....	.....	.....	.....	
-----------	-------------------------------	-------	-------	-------	-------	-------	--

<b>11</b>	<b>OPTION C - PROJECTED HOURS OF SERVICE</b>	41,550	41,550	41,550	41,550	41,550
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<b>12</b>	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>					
-----------	--	--	--	--	--	--

<b>FIRM REPRESENTATIVE:</b> _____ <b>SIGNATURE:</b> _____	<b>DATE:</b> _____ <b>FIRM NAME:</b> _____
--	---

## Form D 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 E 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





We Provide Freedom™

***Ventura County  
Transportation Commission  
Fixed Route, Dial-a-Ride and ADA  
Paratransit Services for the Heritage Valley  
RFP No. 1415-9164-HV September 4, 2014***





*PROPOSAL TO*

# Ventura County Transportation Commission

*FOR*

## Fixed Route, Dial-a-Ride and ADA Paratransit Services for the Heritage Valley RFP No. 1415-9164-HV

**Dated: September 4, 2014**

### **SUBMITTED TO:**

Ventura County  
Transportation Commission  
Mr. Aaron Bonfilio, Program Manager  
950 County Square Drive, Suite 207  
Ventura, CA 93003  
Telephone: 805.642.1591 ext 121

### **SUBMITTED BY:**

MV Transportation, Inc.  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
5910 N. Central Expy., Suite 1145  
Dallas, TX 75206  
Telephone: 972.391.4600

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

## Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the Ventura County Transportation Commission. In the event MV is selected to provide services pursuant to the VCTC Request for Proposals for Fixed Route, Dial-a-Ride and ADA Paratransit Services for the Heritage Valley, in addition to any contractual warranties and remedies that the VCTC is entitled to under the contract, MV will warrant its service as follows:

*In the event the Ventura County Transportation Commission is dissatisfied with MV's service for any reason during the term of the contract, the VCTC may terminate the contract. In the event the contract is so terminated, MV will refund to the VCTC any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.*



**MV TRANSPORTATION, INC.**

September 2, 2014

Mr. Aaron Bonfilio, Program Manager  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura, CA 93003

RE: Heritage Valley Transit Service

Dear Mr. Bonfilio:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or “MV”, a California corporation) greatly appreciates the opportunity to submit its proposal in response to the Ventura County Transportation Commission Request for Proposals Number 1415-9164-HV for Fixed Route, Dial-a-Ride and ADA Paratransit Services for the Heritage Valley. I am hopeful that MV’s demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV’s proposed operating plan is contained herein. This plan follows MV’s guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

Mr. Robert Hatchett (Vice President) is your primary contact for this procurement; he and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. Robert can be reached any time of day at 832.622.1730 (phone) or robert.hatchett@mvtransit.com (email). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 623.340.3209 (phone) or joe.escobedo@mvtransit.com (email). Please direct all correspondence related to this and all future procurements to MV’s bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

<i>Officers Authorized to Sign and Bind the Firm to the Provisions of the RFP and Contract</i>		
<b>Name</b>	W.C. Pihl	Amy Barry
<b>Title</b>	Executive Vice President	Senior Vice President Assistant Corporate Secretary
<b>Address</b>	479 Mason Street, Suite 221 Vacaville, CA 95688	479 Mason Street, Suite 221 Vacaville, CA 95688
<b>Telephone</b>	707.803.2954	707.446.5573

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Heritage Valley Transit Service. We look forward to working with you throughout this procurement.

Sincerely,



W.C. Pihl  
Executive Vice President

## FORM A – PROPOSER CHECKLIST OF MINIMUM REQUIRED ELEMENTS

### CHECKLIST OF MINIMUM REQUIRED ELEMENTS

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

- wt Cover letter containing all elements required by section 7.3.1
- wt Proposer Certification Statement
- wt Description of Qualifications (See section 7.3.2)
- wt Firm Financial Status Information (See section 7.3.3)
- wt Fleet and Facility Plan (See section 7.3.4)
- wt Comprehensive Staffing Plan, including detailed description of training program (See sections 6 and 7.3.5)
- wt Implementation Plan and Timeline (See sections 6 and 7.3.6)
- wt Performance Plan (See section 7.3.7)
- wt Cost Proposal Forms C and all cost component Forms C-II, C-II A, C-II B, and C-II C
- wt Lobbying Certification
- wt Affidavit of Non-collusion
- wt Certification Regarding Suspension or Debarment
- wt One original completed proposal with sealed financial information
- wt Six copies of the completed proposal
- wt One electronic copy of the completed proposal: PDF file as well as Excel file of Cost Proposal

**Form B**

**PROPOSER'S CERTIFICATION STATEMENT**

**Firm Name of Proposer:** MV Transportation, Inc.

**Name of Lead Representative:** Mr. Robert Hatchett

**Title:** Vice President

**Name(s) of Associates who will assist Lead Representative:** Mr. Joe Escobedo, Senior Vice President

**Firm Address:** 5910 N. Central Expressway, Suite 1145  
Dallas TX 75206

**Firm Telephone No.:** 972.391.4600

**Firm Fax No.:** 972.391.4890

**E-Mail of Lead Representative:** robert.hatchett@mvtransit.com 832.622.1730

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

**Name of Firm:** MV Transportation, Inc.

**Authorized Signature:** 

**Print Name:** W.C. Pihl

**Title of Person Signing:** Executive Vice President

**Date:** August 27, 2014



Proposal to Ventura County Transportation Commission for  
Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley

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MV Transportation produces its proposals using:

\*Solid ink printers, which produce up to 90% percent less waste, have up to 30% lower lifecycle energy demand,  
and up to 30% smaller carbon footprint than comparable laser printers\*

\*Double sided printing when permitted\*

\*Recycled, 30% post-consumer waste paper\*

\*100% recyclable paper\*

\*Reusable, rewritable CDs/DVDs \*

\*Reusable binders\*



MV TRANSPORTATION, INC.

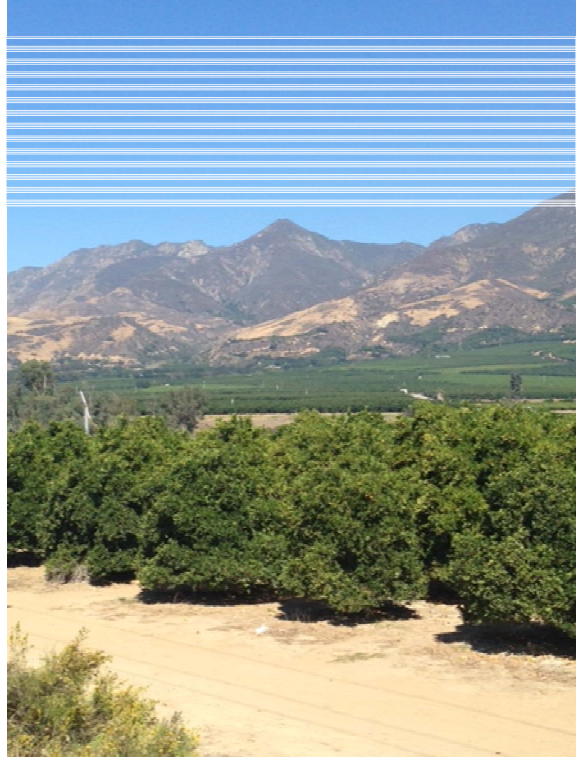


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## B. Executive Summary

As administrator of the Heritage Valley Transit Service, VCTC requires a professional transportation firm that will help build the Heritage Valley Transit System. MV Transportation Inc. is excited to submit its proposal to operate this system and share its experience working with customers in initiating new services, changing service models, and introducing new routes. Examples of the unique partnerships under which MV has worked include:



- **Ahwatukee Local Explorer (Phoenix, Arizona):** MV has operated ALEX since its inception in 2001. Pioneered through a partnership between MV and the City, ALEX was designed to provide fixed route service using smaller vehicles in residential areas where the streets are too narrow to accommodate standard-sized transit buses. This free “neighborhood circulator” service transports passengers in smaller vehicles on a 40-mile route, with stops at parks, schools, shops, the park-and-ride lot, and the RAPID commuter bus service station.
- **iShuttle (Irvine, CA):** MV has provided the iShuttle shuttle service for the City of Irvine since 2008. Designed to improve passenger mobility throughout the Irvine community, this fixed route service connects commercial and residential Irvine locations to Metrolink train stations, with major destinations including the John Wayne Airport, Irvine Business Complex, and the Irvine Spectrum arena.
- **Livermore Amador Valley Transit Authority (Livermore, CA):** MV worked very closely with its Livermore Amador Valley Transit Authority (LAVTA) client to design, build and implement its Bus Rapid Transit (BRT) service, The Tri-Valley Rapid, which began in 2011. This service runs on 10-minute headways during peak hours and 15 minute headways during off-peak hours, uses Traffic Priority Signalization to communicate with the traffic management systems, and provides real-time passenger information through GPS technology.



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- **Capital Area Transit System (Baton Rouge LA):** In January 2014 MV assumed responsibility for short-term and long-term planning, route restructuring, adding and refurbishing existing bus shelters, technology consulting and procurement, marketing, and community outreach in this new management contract.

MV brings its successful experience working with clients building new service and will help ensure similar success for the Heritage Valley transit system.

## MV's Plan for VCTC

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A national transportation company with 58 years of experience in the management and operation of transit systems in 27 states, Washington D.C., and internationally, MV is the largest American-owned passenger transportation company and operates more California transit than any other firm. Throughout its history, MV has consistently made improvements in areas including customer service, operating performance, labor relations, vehicle maintenance, and safety. MV will provide VCTC outstanding service quality through the following plan assets:

### Outstanding Management Team

**Tom Conlon, Project Manager** - Mr. Conlon is a highly skilled fixed route and paratransit professional with 35 years' transportation management experience. He is a results oriented manager and delivers high quality service that meets customer and project needs. Since 2006 Mr. Conlon has served as MV's project manager for its 21-vehicle fixed route, complementary paratransit, general public demand response, and subscription service in Barstow.

**Josh Orellana, Maintenance Manager**- Mr. Orellana is proven maintenance professional with 10 years of technical expertise and supervisory experience. He is a capable mechanic who has demonstrated an ability to provide support and oversight of fleet maintenance programs that deliver safety, quality, and compliance. Mr. Orellana's ASE certifications on brakes and electrical systems, his experience maintaining buses of all types in a 200+ unit fleet, and his commitment to customer service will ensure that the objectives of the project are met.

### Strong Regional Support Team

**Regional Vice President Mr. Fadi Chakbazof** is MV's executive level representative for this operation, and will oversee MV's compliance with the terms and conditions of its contract. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight. He will work closely with Project Manager Tom Conlon to ensure the service is running efficiently and safely.





Proposal to Ventura County Transportation Commission for  
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**Director of Maintenance Mr. Kenneth Pouncey** will work with Josh Orellana, MV's maintenance manager and his team to confirm that each vehicle is in superior condition. He will be onsite regularly to support the operation and conduct training as needed. Mr. Pouncey will also perform maintenance audits to ensure at MV's operation for the VCTC remains a success. Kenny is dedicated to MV's southern California operations and has worked in transportation in the region for more than 20 years.

**Director of Safety Mr. Jerome Rogers** will conduct audits of all safety and security related operations at MV's dedicated facility providing the VCTC's Heritage Valley transit system. Mr. Rogers will work closely with MV's team to ensure that safety and security remain the primary focus. He will be onsite regularly.

### Access to Professional Programs

MV knows that the key to the success of this service is having a positive effect on passenger's daily lives. MV offers the VCTC access to service enhancing tools and professional programs that result in more efficient service, higher service quality, and direct cost savings to the VCTC. These best-in-class programs include:

- **Proprietary software including** TimePoint software and Smart Alert Messenger (SAM), which promote proactive dispatching, improved customer facing communication, and immediate response to service challenges;
- **Longstanding national accounts and vendor relationships** which allow for reduced costs and factory training opportunities;
- **Progress payments**, a payment option that eliminates interest costs from MV's cost; resulting in real savings to the VCTC without affecting service to the passenger. Interest represents the cost of MV borrowing money to cover the cost of doing business until we receive payment from the VCTC. MV offers a payment discount of 0.25 percent annually for the progress payment option;
- **Transparent operations** where unfiltered results from internal audits, operating data, maintenance data management and reporting are shared with the VCTC;
- **Professional employment practices** including MV's centralized qualifications department that manages and processes all employment screens, successful labor relations, current contractor employee retention, and a comprehensive drug and alcohol program;
- **Vehicle maintenance and cleaning programs** that result in service reliability, extended vehicle life, warranty administration and recovery, and excellent fleet appearance;





Proposal to Ventura County Transportation Commission for  
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- **National accounts and vendor relationships** that result in direct cost savings to MV's clients on vehicle parts and fluids, vendor training, office supplies, and other resources;
- **State-of-the art operator training program** that results in professional and knowledgeable service operators;
- **Customer service training**, that focuses on the importance of positive passenger and coworker relations, for operators and office staff;
- **Comprehensive safety program**, which addresses on-road and workplace safety, employee health, and system security, and has resulted in excellent safety ratings and reduced insurance costs.

## Closing

---

A successful future for the VCTC's Heritage Valley transit system requires a management team and service provider that understands how to implement new, and expand existing fixed route, paratransit, and dial-a-ride services. MV has the means and commitment to provide a superior passenger experience while supporting and furthering the Heritage Valley vision. MV has the management team, resources, methodologies, and experience to meet the community's needs now and throughout the contract term.





Proposal to Ventura County Transportation Commission for  
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### **C. Proposal Validity Statement**

MV's proposal is valid for a minimum period of three hundred and sixty-five (365) days subsequent to the RFP closing date.

### **D. Insurance**

MV has the ability to provide insurance of the types and limits required by the RFP. Please see MV's proof of insurance certificate on the following page.





## E. Experience and Qualifications of the Firm and Personnel

### Size and Organization

#### About MV Transportation, Inc.

##### ***The MV Story – Committed to Excellence***

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.

The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



Feysan Lodde, Founder (1975)

***“MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different.” – Feysan Lodde, Founder***

Today, the company remains the nation’s largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

#### **Company Size and Statistics (As of July 2014)**

<b>Number of Employees:</b>	16,955
<b>Number of Vehicles:</b>	9,885
<b>2013 Revenue (000s):</b>	\$1,013,817
<b>Number of Contracts:</b>	226





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**Number of Locations:** 145 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

### ***Success and Accolades***

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.

### **Organizational Structure**

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team is based, as well as all company human resource, public relations, legal, and IT departments. The company also maintains support offices in Elk Horn, Iowa (accounting, qualifications, contract management, and risk management departments) and in Northern California (business development/sales department).

Today, MV operates in 28 states, and through its subsidiaries, internationally. Within North America the company has established operations, each with its own support structure consisting of directors of safety, maintenance, and accounting, as well as labor relations and human resources support.



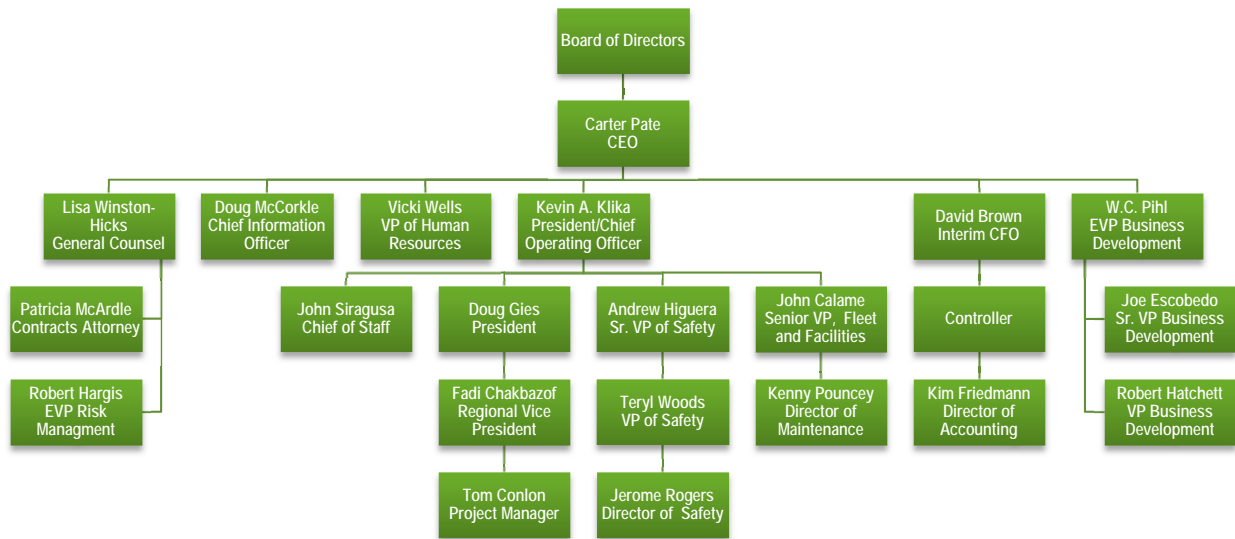




## Proposal to Ventura County Transportation Commission for Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley

VCTC will be supported by industry leaders who are empowered and authorized to make decisions on behalf of the organization. Leading MV’s regional team is Regional Vice President Fadi Chakbazof; Fadi reports directly to Doug Gies, President.

The chart below illustrates the company’s reporting lines and executive structure for this project:



## Function and Capabilities

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company’s history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization’s dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.



While each of MV’s customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of VCTC are listed as references.





Proposal to Ventura County Transportation Commission for  
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## Breadth of Experience

### ***Fixed Route, Flex Route, and Shuttle***

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).

### ***Paratransit and Demand Service***

Operating more demand-based, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages more than 130 contracts operating demand-based transportation services programs across North America, serving diverse metropolitan areas such as New York, Los Angeles, Baltimore and Vancouver. Among its flagship operations, MV provides service on behalf of the Microsoft Corporation for its innovative Microsoft demand shuttle (Redmond Campus), OCTA's Access, DART's Mobility program in Dallas, Capital Metropolitan Transportation Authority's Metro-Access, and METRO's MetroLIFT service in Houston.



### ***Call Center / Control Center Services***

Approximately 60 percent of MV's contracts include a paratransit service component, most of which require that MV either manage the call center, including reservations intake, trip scheduling, and/or dispatching. The company's national call center and central data center in Dallas, Texas was established in 2011 and serves as a hub for several of MV's call center operations. Most recently, when WMATA, MV's client in Washington D.C., adjusted its operating model for the Metro Access Service, contracting with multiple contractors for the provision of service delivery and quality assurance, the Authority selected MV to manage its Operations Control Center (OCC).

### ***Fleet Maintenance***

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance





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operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

### ***Transportation Technologies and Intelligent Transportation Systems***

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use.

The company's former chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations. The knowledge and experience of MV Transportation's technology team is unmatched by its competition and will be valuable as the VCTC considers expanding its use of new technology to enhance the experience of its passengers.

### **Management Philosophy**

---

MV operates under a guiding management philosophy that service quality need not have a direct relationship to operating cost, and instead is derived by a positive work environment where proactive employee relations and professional development are encouraged.

Passenger transportation is a people-focused business, and excellence is achieved when qualified employees have the training and support resources to perform their jobs safely and professionally. Further, a well-trained, well organized staff will realize great operational efficiencies that can contain costs and deliver effective alternative options to MV's customers, without reducing service or sacrificing quality.

## **1. Key Personnel**

### **Tom Conlon, Project Manager**

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MV Transportation, Inc. is pleased to present Mr. Tom Conlon as the proposed project manager for the Heritage Valley transit system. Mr. Conlon brings 35 years





Proposal to Ventura County Transportation Commission for  
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of transportation management experience to the VCTC and has worked in the region throughout his career.

Since 2006, Mr. Conlon has been the project manager of MV's 21-vehicle Barstow Transit operation. Comprising fixed route, complementary paratransit, general public demand response, and subscription service, BAT provides service to the City of Barstow and outlying areas within San Bernardino County.

Here he is responsible for all aspects of the daily operation including supervision of dispatchers, operators, personnel administration, maintenance, safety, training, payroll, local purchasing, and contract administration.

Tom has worked with City staff, as well as the community to provide a service that meets the needs of the passengers and surrounding areas. He has been instrumental in assisting area agencies with transportation-related projects. He has worked with the local humane society to provide suggested modifications for a vehicle that is utilized as a moving shelter. During his term, Tom and his team were called upon by the Barstow City Manager to assist in the evacuation of a nearby housing complex due to fire in July, 2006. The City reached out to Tom and his team for assistance during an emergency occurrence in a mobile home park, and residents were evacuated.

From 2004 to 2006, Mr. Conlon with the general manager for the Antelope Valley Transit Authority (AVTA); this multimode commuter bus system comprised a fleet of 72 revenue vehicles and 130 vehicle operators. The buses were equipped with an automatic passenger counter system, annunciators, and GFI fareboxes. Tom supervised dispatchers using Trapeze scheduling software, lead operators/trainers, operators, and clerks. He was responsible for personnel administration and payroll. Tom oversaw maintenance, safety, training, local purchasing, and contract administration. Prior to receiving his promotion to general manager, Tom served as MV operations manager at this location from 2001 to 2004 overseeing the daily operation including the dispatch function which used Trapeze software.

Prior to joining MV in 2001, Mr. Conlon worked as an operations supervisor for ATC-Forsythe, overseeing paratransit services. He was responsible for monitoring a fully automated ADA dispatching system, as well as the hiring and training of new dispatchers. He also assisted in the fixed route portion of the contract, monitoring vehicle operations and operators performance.

MV has included a letter of recommendation from the City of Barstow's Assistant City Manager Mr. Oliver Chi, affirming Mr. Conlon's proven ability and his dedication to delivering high quality services.





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Tom will be 100% dedicated to the Heritage Valley transit system.

## **Josh Orellana, Maintenance Manager**

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MV is pleased to present Mr. Josh Orellana as maintenance manager for the VCTC's Heritage Valley fleet. Mr. Orellana brings 10 years of maintenance experience to the VCTC and is ASE Certified. Additionally, he is bilingual in English and Spanish.

Mr. Orellana has experience with a broad range of vehicle types including those provided by the VCTC for the Heritage Valley service.

Since 2004 Josh has served as maintenance supervisor for MV's Van Nuys location where he has maintenance responsibilities for more than 200 vehicles. He additionally oversees a maintenance staff of four employees. Responsibilities include parts and fuel ordering for the 200+ vehicle shop; diagnosing and repairing gas engines; MDT voice and radio communication installation; maintenance shop safety/compliance; fleet interior/exterior cleaning schedules; facility sanitation/cleanliness; and preventive maintenance compliance.

Josh is ASE certified in Brakes and Electrical. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV proposes for management of the VCTC's fleet.

Under Mr. Orellana's leadership, proven vehicle maintenance practices will be in place to ensure the VCTC's fleet remains in excellent condition. The dedication and technical expertise that Josh devotes to his maintenance shop will result in fleet reliability, passenger and operator safety, and overall passenger comfort. He will be 100% dedicated to the Heritage Valley transit system.

## **Regional and Corporate Support Team**

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### **Fadi Chakbazof, Regional Vice President**

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.





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Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

If awarded a contract to operate these services, Fadi will lead all of MV's transition activities, garnering all resources necessary to realize a smooth transition of service.

### **Douglas J. Gies, President**



Douglas J. Gies is president of operations and serves as the company's executive level representation for all transit operating contracts in his region. He directly manages a team of regional vice presidents, directors of maintenance and safety, and several personnel that support MV's operating locations.

Mr. Gies is MV's direct liaison to its clients, working closely with local governmental and jurisdictional transit professionals in all contractual matters relating to MV's operations. He enforces MV policy and procedures, making sure that the company lives up to the promises it makes to its employees, passengers, and customers. A leader in passenger transportation for more than two decades, Doug is adept in transit management, skilled in labor relations, and wholeheartedly committed to the ongoing improvement and evolution of public transit services.

Prior to his current role, Mr. Gies served as a regional vice president for the states of Colorado, Arizona, Alaska, Utah, and Oregon. After serving for more than ten years as an area general manager for Laidlaw Transit Services, Doug made the move to MV in 2007 when Laidlaw was sold.

Mr. Gies is the past president of the Colorado Association of Transit Agencies (CASTA) and is an active member in the American Public Transportation Association.

### **Mary West, Director of IT Operations**

Mary West is MV's current director of IT operations and coordinates, manages, and trains MV's personnel across the nation. Ms. West joined the MV team in 2002, working in various operations as an IT Special Projects Manager. In addition to consulting with the transit agencies that we serve and assisting with implementations and startups, Mary has also served as interim general manager in several locations, including our Orlando operation, which schedules 2000 trips daily, and uses 120 vehicles and over 200 employees.





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Prior to this the Trapeze Software Company recognized Ms. West’s abilities and hired her in 2000 as a project manager and trainer. In this role she managed the implementation of the Trapeze Software nationwide.

From 1992 to 1999 Ms. West held a variety of positions with Paratransit, Inc. including, customer service representative, dispatcher, and trainer/instructor. Her exemplary performance in each role earned her the position of regional trainer in 1996 where she provided training for call centers and performed software implementations at various sites throughout the US and Canada. She also authored the User’s Guide for Rides Unlimited, the primary software used by Paratransit, Inc. and other client agencies that they served. In 1999, Mary became the dispatch systems administrator, a role in which she often substituted as the general manager at various sites. Her primary job function as the dispatch system administrator was to provide project management for all automated dispatching software systems, including Trapeze 4.

Ms. West had a direct impact on Paratransit Inc.’s multi-county system, increasing productivity and ridership through more efficient use of resources on the street.

### **Kenny Pouncey, Director of Maintenance**

Mr. Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV’s local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.



He frequently visits MV’s maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Kenny will work with MV’s senior vice president of fleet and facilities, John Calame, to provide the needed support.

Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental cleanup, and renewable energies.

Kenny will serve as MV’s fleet and maintenance transition lead. He will be onsite frequently to meet with VCTC staff, the project manager, the maintenance manager,





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and other key personnel. He will work with MV's transition team to establish the maintenance shop, procure equipment, and transition the fleet.

### **Jerome Rogers, Director of Safety**

As MV's primary safety and training support resource for MV's operations within his region, Mr. Jerome Rogers works closely with his assigned locations to ensure all safety and training procedures are within MV and client standards. Mr. Rogers conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Mr. Rogers joined MV in 2013 as director of safety. He brings 20 years of transportation management experience and 12 years of safety and risk management experience to his role. His experience includes risk management investigations, safety training, occupational and on-road safety, and environmental safety. Jerome is familiar with OSHA, DOT, and other regulatory safety requirements.

Before joining MV, Mr. Rogers worked for Dean Foods in Hayward, Calif. as regional environment health and safety/transportation safety manager. He has served as regional operation manager for Pacific Pulmonary Services, branch manager for G&K services, branch manager for Safeway, branch manager for Brinks, and senior manager for FedEx. Throughout his career, he has managed the deployment of large fleets, and was responsible for the safety and training of vehicle operators.

If awarded a contract to operate these services, Jerome will serve as MV's transition lead in the area of safety and training. He will work with VCTC staff, Mr. Conlon, and other key personnel to deploy MV's company-wide training and safety programs, and tailor these so that they address the unique attributes of the local operating environment and comply with all safety and training standards set forth by VCTC.

### **Kim Friedmann, Director of Accounting**

Kim Friedmann is a skilled finance professional with a career marked with accomplishment. Kim works with her operational support team to ensure all locations comply with contractual requirements, GAAP standards, and MV policy. Focusing on cost containment and fiscal responsibility, she works with MV's managers and division-level accounting teams to ensure all procedures are in place and all personnel are appropriately trained. Kim brings best practices in finance and accounting to VCTC.

Ms. Friedman will serve as MV's transition lead in all areas of finance and accounting. She will be onsite frequently to meet with Project Manager Tom Conlon







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and other key personnel, auditing the location records and ensuring sound business practices. She will also work with MV's transition team to establish on-site procedures and coordinate all centralized functions.

### **Joe Escobedo, Jr., Senior Vice President of Business Development**

Mr. Joe Escobedo is a 20 year veteran of transportation management. He joined MV in 2008 and has served as director, vice president and senior vice president of MV's business development function. Joe draws from his extensive operations experience to support and lead the team of business development vice presidents within his organization. Mr. Escobedo has successfully secured some of MV's largest paratransit, fixed route and shuttle operations through competitive procurement.

Prior to this role, Joe served as operations support center director for Greyhound Lines, Inc., in Dallas, Texas. Here he was responsible for the overall function of this operation, which encompassed the company's largest management team, 2,300 operators and received 950,000 inbound calls a year, 24/7. Mr. Escobedo oversaw the professional development and training of all employees, 2,100 daily schedules, bus assignments, operator assignments and resource allocation and deployment. He was also responsible for planning and deploying additional operator and vehicle assets during peak periods across the U.S. He served as chairperson for emergency operations center and worked with the Department of Defense to accommodate Republican and Democratic conventions and to provide emergency evacuation for Senate and House of Representatives personnel.

Joe will serve as MV's relationship manager and quality liaison for VCTC throughout the life of this contract.

### **Additional Support Services**

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.





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## 2. Experience in Similar Services

### Go West Shuttle, City of West Covina (West Covina, CA)

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Starting March 2014, MV began operating the City of West Covina’s fixed route and paratransit services. Collectively known as the Go West Shuttle, service is delivered with an 11-vehicle fleet of propane and CNG fueled vehicles.



The fixed route operation is a general public service consisting of three routes. The City’s Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

### Access Paratransit Services, Gold Coast Transit (Oxnard, CA)

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MV began operating the ACCESS demand-responsive service for Gold Coast Transit in 2008. Available to seniors and persons with disabilities who are unable to use fixed route transit services, ACCESS connects passengers to origins and destinations in Ojai, Oxnard, Port Hueneme, Ventura, and unincorporated areas of Ventura County. ACCESS is a curb-to-curb, shared-ride advanced reservation service.

MV operates and maintains a fleet of 24 CNG vehicles. MV uses the Trapeze PASS system for scheduling and dispatching, and communicates with operators in service using Mentor mobile data terminals.

### Thousand Oaks Transit, City of Thousand Oaks (Thousand Oaks, CA)

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MV has provided fixed route and paratransit services, collectively known as Thousand Oaks Transit, for the City of Thousand Oaks since 2004. Fixed route service operates within the City, with a Metrolink Commuter Shuttle route connecting passengers to the MetroLink station in nearby Moorpark. The Dial-A-Ride paratransit service is available to seniors and certified persons with disabilities consistent with the provisions of the Americans with Disabilities Act. Dial-A-Ride operates within Thousand Oaks and the nearby City of Westlake Village and designated unincorporated areas of Ventura County.

MV operates and maintains a mixed fleet of 24 gasoline and CNG vehicles. MV uses the NextBus system provided by the City to monitor vehicle location and on-





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time performance. The City provides a monitor and a rolling marquee at the Transit Center which displays the next arriving route. MV uses the City-provided Trapeze PASS system for paratransit scheduling and dispatching.

### Calabasas Transit System (Calabasas, CA)

MV began operating the City of Calabasas Transit System (CTS) in 2011. CTS comprises the following components:

- Shuttle service, a fixed route service delivered throughout the City, with additional service during peak hours;
- Dial-A-Ride service, which connects senior, disabled, or seriously ill Calabasas residents to locations within City boundaries and to a set of locations outside the City; and
- Weekend trolley service, which performs a loop route in one direction throughout the City on Friday evening and all day Saturday.

MV’s team delivers service with a fleet of 11 vehicles, which include CNG, diesel, and gas fuel types. Customers can access real-time shuttle and trolley bus information via MV’s proprietary mobile site and the kiosk feature of the company’s TimePoint software.

### Transportation Services, Los Angeles Department of Transportation (Los Angeles County, CA)



Since its first contract with the Los Angeles Department of Transportation (LADOT) in 2001, MV has become the largest provider of services for LADOT. Today, MV operates fixed route, commuter, and paratransit operations throughout LADOT’s service area, comprising 228 vehicles; 44 vehicles for the Cityride services, 81 for all DASH services, and 103 for all commuter services.



**Central Region Services** – MV operates the following service components for this region:

Cityride Paratransit – MV has provided LADOT’s Cityride paratransit services since September 2006. MV’s team provides mobility to seniors and persons with disabilities living in the City of Los Angeles.





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DASH (package 4) – MV began providing this fixed route service in 2003, and retained this contract for another term as a result of its record of excellence.

**South Region Services** – MV operates the following services in this region:

Commuter Express (Region 1) – MV began operating this service in 2011, providing commuter service from central to southern Los Angeles.

DASH (Package 5) – MV has operated a portion of this community fixed route service since 2006, and began operating a larger portion in 2011.

**North Region Services** – MV began operating Commuter Express and DASH services in this region in June 2012. MV had previously operated these services prior to 2011.

## References

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Client	Project	Address	Contact	Email	Telephone
City of West Covina	Go West Shuttle	1444 West Garvey West Covina, CA 91790	Scott Smilowitz, Community Services Manager	Scott.Smilowitz@westcovina.org	(626) 939-8443
Gold Coast Transit	Access Paratransit Services	301 E. Third Street Oxnard, CA 93030	Margaret Heath, Paratransit and Special Projects Manager	mheath@goldcoastransit.org	(805) 483-3939 X 120
City of Thousand Oaks	Thousand Oaks Transit	1993 Rancho Conejo Rd Thousand Oaks, CA 91320	Mike Houser, Transportation Analyst	mhouser@toaks.org	(805) 376-5063
City of Calabasas	Calabasas Transit System	100 Civic Center Way Calabasas, CA 91302	Ryan Thompson, Asst. Transportation Planner	rthompson@cityofcalabasas.com	(818) 224-1673
Los Angeles Department of Transportation (LADOT)	Commuter Express, DASH fixed route, and Cityride Paratransit	100 Main Street, 10th Floor, Los Angeles CA 90012	Corinne Ralph, Chief of Transit	corinne.ralph@lacity.org	(213) 928-9745

Please refer to the following list of MV’s projects operating local fixed route, ADA paratransit, and dial-a ride services on a scale equal to or greater than the Heritage Valley transit system.





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### MV's Service to the Microsoft Corporation

In Redmond, Washington, MV Transportation, Inc. has partnered with Microsoft Corporation to design a door to desk transportation system including reservation-based commuter service that offers timed transfers to demand-based campus shuttles. The system eliminates the need for any private vehicle on the campus and maximizes productive employee work time, thanks to the innovative on-board technology. MV and Microsoft have worked together to develop what was once a much smaller system into an exemplary transportation network.

MV's commitment to this project – including the placement of specific management individuals to oversee the service, assistance in developing the passenger website, and the implementation of Microsoft-specific innovations – has resulted in growth from a \$3 million to a more than \$20 million cutting edge service that delivers more than 7,500 trips per day.

Since assuming operation of these services, MV has met to brainstorm, determine, invent and implement new technologies – all in partnership with Microsoft staff. One of these innovations is the real time information monitor for passengers (including seasonal graphics and daily factoids) in response to Microsoft staff and employee suggestions. MV also operates an entire window of monitors in the transit center that show the location and ETA of all fixed route and Connector routes.

Among other innovations, MV has established an efficiency increasing tool for its fixed shuttle service. Passengers ask the building receptionist to press a button that notifies the operator that a passenger is ready. If the button is not pushed, the operator knows not to stop at that building. The implementation of this process reduced the average Main Campus shuttle ride from over 20 minutes to less than 10 minutes.

In the fall of 2007, MV also began operation of the Microsoft Connector service, a commuter service that shuttles employees from destinations throughout the Seattle Metropolitan Area to the Redmond campus. The first of its kind, the system is a reservation based private commuter service that provides timed transfers with the on-campus service. MV currently provides more than 50,000 one-way rides a month on the Connector.





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## Debarment or Contract Termination

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MV has never been debarred by a public agency nor has had a contract terminated due to performance issues.

MV is proud of the longstanding relationships that it has formed with the agencies it serves. MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract in its entire 39 years of service. While the company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract terminated due to failure to comply with contract obligations.





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## F. Bidder Financial Status

### Financial Resources and Stability

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MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

Please see MV's confidential audited Financial Statements for 2011–2013 in the separately sealed minimum qualifications and detailed company portfolio documents enclosed with its original proposal submittal. The company's financial position is solid, and has strengthened over the last three years as evidenced by the increase in working capital and working capital current ratios. The company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. David Brown, interim chief financial officer, at (972) 391-4610.

### Credit References

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Please see MV's credit references in the separately sealed minimum qualifications and detailed company portfolio documents enclosed with its original proposal submittal.

### On-going Projects

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Please also see a list of MV's on-going projects in the separately sealed minimum qualifications and detailed company portfolio documents enclosed with its original proposal submittal.

### Claims and Litigation

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Please refer to MV's separately sealed minimum qualifications and detailed company portfolio documents enclosed with its original proposal submittal.





July 23, 2014

**LETTER OF RECOMMENDATION FOR THOMAS CONLON & MV TRANSPORTATION**

To Whom It May Concern:

I am pleased to write this letter of recommendation for Thomas Conlon, who currently serves as the General Manager for the Barstow Area Transit System.

During the past several years, I have had the opportunity to work closely with Thomas on a variety of transportation related initiatives and I can attest that writing this letter of recommendation for him is a true privilege.

For the last eight years, Thomas has served the Barstow transit system with distinction. While his resume clearly exemplifies his abilities and expertise, what I would like to emphasize is the way that Thomas has been able to help us transform and modernize our transportation operation during the past several years. He has shown an unwavering focus and commitment to serving the riders of the Barstow transportation system, and his knowledge and flexibility in operating our system have made him an invaluable member of the organization.

There is no doubt in my mind that Thomas will continue to be successful in whatever transit operation he joins. As has been the case in Barstow, I am confident that he will quickly become a key and integral member of any team he is selected to be on.

Please feel free to contact me at (760) 577-4510 or via email at [ochi@barstowca.org](mailto:ochi@barstowca.org) if you need any additional information.

Best regards,

A handwritten signature in blue ink that reads 'Oliver Chi'.

Oliver Chi  
Assistant City Manager





## G. Fleet and Facility Plan

### 1. Maintenance Plan

MV knows that a strong maintenance program lies at the heart of every safe and reliable transit system. A well-maintained, clean, dependable fleet contributes to overall passenger satisfaction and instills pride in each vehicle operator. MV's maintenance program promotes competence above all else. Periodic shop audits, ASE certification incentives, and ongoing maintenance training support a work environment where work quality and continued education make the difference.



MV operates more than 9,885 vehicles – many of which are similar to the VCTC's fleet – with at least 200 identical to those comprising VCTC's Heritage Valley fleet. This experience ensures VCTC that fleet life will be maximized and service quality standards are met throughout the contract term.

#### Leadership and Approach

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Josh Orellana, MV's proposed maintenance manager will oversee the Heritage Valley transit fleet and facility maintenance and cleaning program. He will report directly to Mr. Conlon, with accountability to both VCTC and MV's corporate maintenance team.

Director of Maintenance Kenny Pouncey will provide regional oversight to MV's Heritage Valley transit maintenance operation, and will be on site often to meet with MV's team, provide additional support, and perform inspections and audits.

Mr. John Calame, senior vice president of fleet and facilities provides oversight and control of the company's maintenance program. Mr. Calame is an industry leader with more than three decades of transit fleet expertise. He is an excellent resource to MV's customers and personally oversaw the development of MV's maintenance policies and procedures.



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## Cost Controls and Information Systems

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According to the National Transit Database's 2012 National Transit Summaries and Trends, transit vehicle maintenance costs compose nearly 20 percent of all operating expenses<sup>1</sup>. MV works to control maintenance costs by:

- Maximizing fleet availability by minimizing unscheduled maintenance, such as road calls, pre-trip inspection failures, and other urgent repairs;
- Monitoring trends across the company's fleets nation-wide, in order to proactively schedule and address known issues
- Stocking parts level based on historical usage and inspection intervals
- Tracking mechanic productivity and labor costs based on activity type
- Identifying maintenance activities that can be outsourced to local, more cost effective vendors; and
- Staying abreast of service bulletins and enforcing warranties on all fleet and equipment.

MV uses the Trapeze Enterprise Asset Management (EAM) to support fleet maintenance, management, and repair. Trapeze EAM provides a sophisticated solution to manage all maintenance activities while tracking labor, parts, and materials costs.

MV's maintenance team uses this system to track all fleet mileage, schedule all inspections, issues parts usage, track labor costs, manage inventory, and generate repair lists.

Designed by fleet managers, for fleet managers, this system provides an intuitive, user-friendly interface that supports efficiency and cost control in forecasting and budgeting. Trapeze EAM is a single-point interface for all fleet, equipment, and parts management; warranty recovery and repair; labor management; and reporting.

## Regulatory Compliance

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More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local

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<sup>1</sup> National Transit Summaries and Trends (NTST), a portion of the Federal Transit Administration's (FTA) Annual Report, Office of Budget and Policy – October 2013





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authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

**a. Daily Maintenance and Vehicle Inspections**

**Pre-trip**

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Each day, operators perform daily vehicle inspections prior to entering service. This 12-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts\*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks\*
- All glass and mirrors are in good condition and without chips or cracks\*
- All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure\*
- Windshield wipers, washer, radio horn, passenger door are all operational\*
- Registration and insurance is valid and registration is visible
- Brake pedal\* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight\*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
- Lift is operating in both electronically and manually, and is free from leakage\*
- Lift interlock is operating properly\*

Note items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

**Post-trip**

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Upon return to the yard, the operator performs a 3-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

### Defect Repair

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If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.





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**b. Preventive Maintenance**

A strong PM program minimizes vehicle downtime and supports MV’s goal of scheduling more than 80 percent of all maintenance activities. The company’s systemic approach to vehicle care places a focus on preemptive care, seeking to minimize reactive repair.

Mid-level technicians typically perform preventive inspections and repair, within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV’s maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. For this project, MV’s proposes a 48,000 mile total preventive maintenance cycle, with safety inspections (A-level) occurring at 3,000 miles.

**Vehicle Preventive Maintenance Cycle**

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Inspection	Interval	Description
A	3,000	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior (lights, safety equipment, etc.)</li> <li>▪ Brake testing</li> <li>▪ Door and/or lift/ramp operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Steam clean/pressure-wash engine</li> <li>▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)</li> </ul>
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Fuel filter change</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>
D	48,000	All A, B, can C level tasks plus: <ul style="list-style-type: none"> <li>▪ Transmission differential fluid change</li> </ul>

**Documentation**

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The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic will document all preventive maintenance activities on the PM checklist. During this time, the mechanic





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performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

## Oil Analysis

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Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hour of receipt.



Reports are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping. MV can also provide VCTC access to online oil sampling reports.

## Heating and Cooling Systems

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MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV will conduct annual AC inspections each spring and annual heating system inspections each September.

The table below represents MV's air conditioning PM cycle. A detailed inspection checklist is available upon request.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures,





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			temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <b>NOTE: The dehydrator should be changed anytime the system is opened.</b>
		•	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap .045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
	Semi-annually		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	Semi-annually		Check condenser fan motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
<b>STRUCTURAL</b>			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose





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			check valves (kazoos) are in place and in good condition.
	Semi-annually		Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<b>*If applicable. **Twice monthly during air conditioning season.</b>			

## Mobility Lifts and Ramps

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Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

## Smartbus and Transit Technology Maintenance

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MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors, and video systems. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV stocks all necessary parts and materials to ensure timely repairs.

## Farebox Maintenance

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Fareboxes are cleaned and inspected for proper operation as part of the preventive maintenance cycle. Necessary repairs are immediately performed and maintenance records are maintained for each unit.

If an issue is identified during a daily vehicle inspection, or while on the road, a mechanic will be immediately assigned to complete the unscheduled repair.







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Once the farebox records are reviewed to determine if the failure is a repeated problem, the mechanic diagnoses the issue. If the farebox requires replacement of a part in stock, the repair will be made immediately. MV will stock swing units (bill validators/coin mechanisms) to support timely repairs. MV ensures oil, grease, cleaning card and other expendable stock levels are adequate.

**c. Warranty Repair**

MV will administer warranties, including documenting, filing, and processing claims. Mr. Josh Orellana, MV's proposed maintenance manager, will manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

The company performs warranty repairs to vehicle body, doors, body, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in Trapeze EAM.

**d. Major Repairs**

MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

**e. Body Repair**

MV is committed to making sure each vehicle remains in safe operating condition beyond its projected life. Body repair is an essential factor in this effort.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body





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damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard. During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

## f. Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.
- **If a tow/wrecker service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in Trapeze EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

## g. Parts and Equipment

### Parts Inventory

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An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. During the transition, MV establishes an inventory based on the fuel type and fleet composition. MV has an extensive network of parts suppliers,





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with whom the company will work closely when transitioning the maintenance functions.

When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts. All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Managers perform both random/spot and planned inventories to confirm all parts usage is accounted for and any discrepancies are investigated.

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in Trapeze EAM.

### Proposed Maintenance Management Information System

MV will provide the Trapeze Enterprise Asset Management (EAM) maintenance management information software (formerly FleetFocus). This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.



Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.

Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Under its latest upgrade under the brand Trapeze EAM, the system will enable integration with the Trapeze scheduling





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software. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by VCTC. Josh Orellana will ensure all vehicle files (electronic and hard copy) are complete and well organized.

## 2. Vehicle Cleaning Plan

### Daily

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All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding basic daily bus cleanliness:

- No food or drinks allowed on the vehicle unless approved by clients. This includes operators.
- Operators will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. They will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.
- Vehicles are swept and dusted daily at the end of each shift
- Any graffiti and/or vandalism will be repaired upon discovery

### Exterior Cleaning

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Vehicles will be washed as needed, at least twice weekly, to assure a clean professional looking vehicle. Every 90 days at minimum, or as required by VCTC, all vehicles will receive a full exterior detail / hand wash and wax including wheels and tires; decals and vehicle identification will be maintained in like new condition and replaced as necessary.

- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.





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- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

### Interior Cleaning

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The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week.



- Vehicle floors will be swept, mopped, cleaned, and all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust will be removed.
- The operator's area will be clean at all times; operators area cleaning will include dash controls, dashboards, above the operator area and along the front dashboard, free of dust, stains, grease, and other foreign substances. Operator seats will be maintained to OEM standards.
- Passenger seats will be cleaned, dust-free and free of all foreign substances
- All ledges, stanchions, handrails, modesty panels, and passenger signal strip will be cleaned, removing dust, grease, gum, or sticky substances.
- System map and route schedule brochure inventory will be replenished.

### Record Keeping

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It is critical that all vehicle cleaning be documented on a vehicle wash log and kept in the maintenance files.

### Required Supplies

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- Environmentally friendly antibacterial soap
- Environmentally friendly exterior bus wash soap
- Glass cleaner



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- Mop and bucket
- Broom and dustpan
- Dusting rag
- Washrag and brush
- Paper towels
- Required safety supplies:
- Safety glasses
- Facemask
- Rubber gloves

### 3. Maintenance and Operations Facility

MV proposes to locate the administrative, maintenance and parking facility at 215 N. 12th Street in Santa Paula. This facility is in Heritage Valley, is central to the service area, and provides easy access to Highway 126.



The 8,000 square feet facility provides ample space to ensure appropriate vehicle storage and maintenance, operations and administration. There are four drive-in bays with two power lifts in the maintenance shop as well as a secure parts area. The entire maintenance area is approximately 4,000 square feet and easily accommodates the revenue vehicles as well as non-revenue support vehicles associated with this service.

MV will provide all required tools and equipment including opacity meter, electronic testing equipment, torque wrenches, and alignment equipment, to name a few.

MV's proposed facility will also have a wash area with pressure washer and water clarifier to clean vehicle exteriors.

The administrative area has offices for the project manager and key staff. There is also an operators' break room and a large training area where new hire classroom



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training will be conducted as well as monthly safety meetings. In addition, MV's facility has a large open area for the dispatch function and a window for dispatchers to check operators in and out. Radio dispatch will also be conducted in this area.

MV will also provide a secured area adequate for the storage of fare boxes, storage bins, and counting equipment. MV's staff will perform revenue processing and deposit duties in this area. The room will be equipped with surveillance cameras.

The facility will also have a public customer service counter for bus pass and ticket sales as well as lost and found recovery.

The site is on 1.03 acres and the outside vehicle storage area is secure with lighting and a chain link fence with barbed wire. The surface area of the parking space is a smooth surface comprised of concrete to allow safe movement of vehicles and pedestrians. MV will restripe the parking lot and assign a designated area for the HVTS fleet.

The facility is located within close proximity to fueling stations resulting in reduced deadhead mileage.

This site is currently vacant and available to move into immediately. It is properly zoned, and ready for minor leasehold improvements, required to establish a proper bus maintenance and operations facility.

This facility will be 100% dedicated to the VCTC's Heritage Valley transit system.

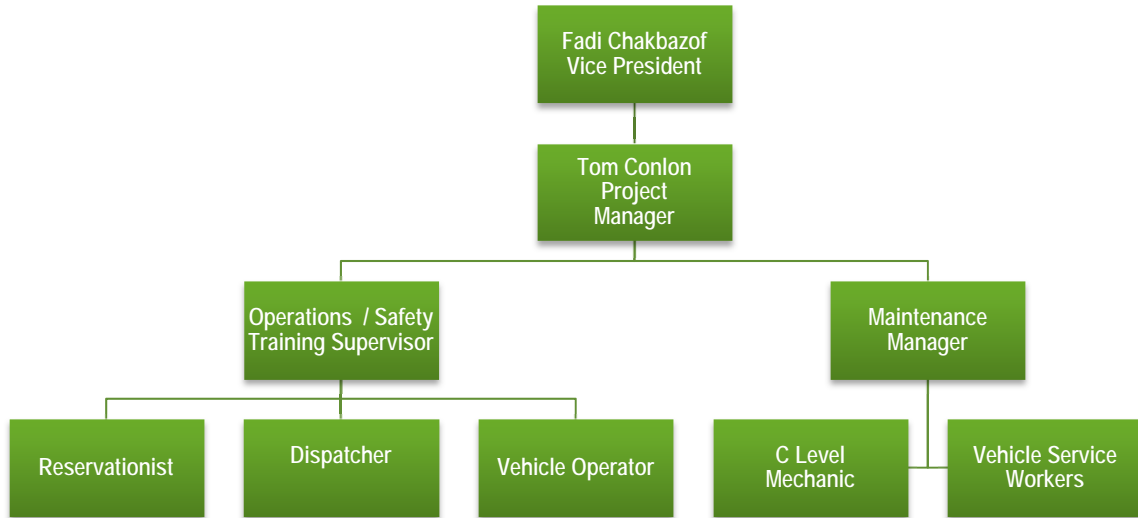




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## H. Comprehensive Staffing Plan

### Proposed Project Organization



### Staffing Levels

Position	Base	Option A	Option B	Option C
Project Manager	1 FT	1 FT	1 FT	1 FT
Maintenance Manager	1 FT	1 FT	1 FT	1 FT
Ops/Safety Training Supervisor	1 FT	1 FT	1 FT	1 FT
Dispatcher	3 FT	3 FT	3.5 FT	3.5 FT
Reservationist	1 FT	1 FT	1.5 FT	1.5 FT
Vehicle Service Worker	1 FT	1.1 FT	1.1 FT	1.3 FT
C Level Mechanic	0 FT	0.5 FT	0.5 FT	1 FT
Operators	15 FT	22 FT	18 FT	25 FT

### Resumes of Key Positions

Please see resumes for MV’s project manager and maintenance manager following this section.







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## Job Descriptions

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### Vehicle Operators

Vehicle operators are the critical interface to passengers and must appropriately represent VCTC. The ideal operator candidate has a safety-first attitude, a professional and caring demeanor, and excellent people service skills. Vehicle operators respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. For fixed route service, operators are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information.

For paratransit service, operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.

When operators report to work, they first check in at dispatch, obtain their manifest or paddle and vehicle assignment. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

They are trained to use all appropriate on-board technology, including MDTs and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows/late cancellations/changes to manifests (for paratransit services), as well as vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicles operators perform a post-trip inspection and submit all completed paperwork to dispatch.

### Project Manager

The project manager is the daily operational liaison between MV and VCTC. This person is MV's field representative and VCTC's advocate. This person must embody the spirit of the Heritage Valley transit system and work in partnership with VCTC, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of VCTC.





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This person is responsible for the safe and high quality operation of the transit system. The responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

MV's project manager also is responsible for the timely processing of management reports, invoices, and payroll as well as farebox counting and reporting. He oversees all data input and processing, report production and ensures the accuracy of information reported. He also audits all operational reports.

MV's project manager will meet with VCTC staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that project managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

MV's project manager for the Heritage Valley transit system will also be responsible for passenger complaint investigation and follow-up.

## **Operations / Safety Training Supervisor**

The operations/safety training supervisor supports the project manager in operational functions, and manages the location's safety and training program. This person has the responsibility of directing the daily operation of the transit system in compliance with the policies of VCTC and in conformance with MV procedures. They ensure that the facility, vehicles, and employees are clean and neat in appearance. The operations/safety training supervisor develops staff schedules, monitors telephone performance and etiquette, and with the project manager, prepares daily, weekly and monthly reports.

In ensuring the safe and efficient training of all operations personnel, the operations /safety training supervisor makes certain MV's team is equipped with the tools, training and support needed for success. He or she coordinates with MV's corporate and regional safety team to provide comprehensive and professional training for all local staff and is responsible for establishing the schedule and curriculum for on-going training. The operations /safety training supervisor maintains all training documentation in the employees' files.

MV's operations/safety training supervisor will also monitor on-road activities to ensure the safe and efficient operation of all vehicles, making certain the Heritage Valley transit system is high quality. As needed, he or she will respond to on-road situations (incidents, accidents, and passenger disturbances) ensuring operators have excellent support throughout the





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service day. He or she will also lead periodic safety meetings, and manages the safety incentive program.

## Maintenance Manager

The maintenance manager is responsible for the safe and effective operation of the VCTC fleet. This person reports to the project manager, and under the guidance of MV's regional director of maintenance, coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the VCTC fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, VCTC, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed. He or she will also perform all repairs as needed and adjust all vehicle systems.

## Reservationist

Reservationists must be proficient in the Trapeze software and its best use practices. These individuals answer calls and respond to incoming trip requests. They also respond to information requests, enter trip requests into the Trapeze software and schedule trips on a real-time basis. These personnel work to integrate their knowledge with the computer in order to improve routing, and in turn on-time performance and productivity.

Responsibilities also include analysis and optimization of routes to maximize efficiency. He/she schedules and reviews rides on a daily basis, making manual enhancements for improved performance.

Other duties include evaluating and making recommendations regarding service demands and routes that are available to complete service. They also develop subscription schedules.





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## Dispatcher

MV's dispatchers direct all on road operations that occur from the daily pullout to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with the VCTC policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and supervisors to efficiently respond to service needs, including accidents and on board emergencies.

Standby operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

MV's dispatchers also serve as a backup reservationist when needed.

## C Level Mechanic

C level mechanics perform a variety of preventive maintenance and minor repairs. Tasks include maintenance, troubleshooting, diagnosis, and/or repairs to a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmission, and steering and suspension. They complete work orders and PMI forms with comments.



## Vehicle Service Worker

Vehicle service workers ensure the Heritage Valley fleet is cleaned to the specifications outlined in the RFP. These persons will work primarily at night to clean and service each vehicle in assembly-line fashion as it comes in off the route.

## Retention and Incentive Strategies

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MV employs a number of strategies to reduce turnover in its local operations, including:





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- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV’s willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

## Safety Recognition Programs

MV offers safety-based programs that recognize employees for safe behavior:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV’s finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV’s local management team will host safety blitzes and/or other employee events to promote safety messages.

## Compensation

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MV is pleased to offer the following compensation package to its team.





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### Operator Pay Scale

Operator Seniority	Year 1	Year 2	Year 3	Year 4	Year 5
Starting	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75	\$ 12.00
6 months	\$ 11.50	\$ 11.75	\$ 12.00	\$ 12.25	\$ 12.50
1 year	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00
2 years	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00	\$ 13.25
3 years	\$ 12.50	\$ 12.75	\$ 13.00	\$ 13.25	\$ 13.50
4 years	\$ 12.75	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75
5 years	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75	\$ 14.00
6 years	\$ 13.25	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.25
7 years	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.25	\$ 14.50
8 years	\$ 13.75	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
9 years	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00
10 years	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25

### Non-Operator Pay Scale

Job Title	Hourly Wage
Project Manager	Confidential
Maintenance Manager	\$25.90
Operations/Safety Training Supervisor	\$19.23
Dispatcher	\$12.50

Job Title	Hourly Wage
Reservationist	\$10.00
Vehicle Service Worker	\$9.00
C Level Mechanic	\$16.00

### Benefits Package

All full time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Safety Bonus:** \$200 per year for performing their duties in a safe manner and maintaining a good attendance record.
- **Vacation Pay:** MV will honor all existing operators' level of vacation. Employees will receive 40 hours of vacation time annually.
- **Medical & Dental Insurance:** MV will provide medical and dental insurance to full time employees. Each plan has dependent





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- coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.
  - **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.
  - **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.
  - **Holiday Pay:** Six paid holidays will be offered for full time employees. Employees hired from the existing contractor will receive this benefit from day one.
  - **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per year.

## Operator Training Program

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In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop





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their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

Please refer to proposal section J.d.1 *Operator Training* for detail regarding MV's operator training program.







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## I. Implementation Plan and Timeline

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth service transition. Using an extensive network of experienced support personnel, MV focuses on organization, efficiency, and quality service while delivering the right leadership and necessary resources, without bureaucracy and micromanagement from corporate headquarters. As a result, MV is able to transition service quickly and without service disruption.

### Reputation for Excellence

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MV has a reputation for transparency and building positive client relationships beginning from the startup period. No other firm possesses the experience in service transitions comparable to that of MV; MV has managed transitions for nearly every type of contracting model, including:

- Overnight transitions of emergency contracts
- Transitions with accelerated timelines
- Initiation of new services
- Phased-in transitions
- Transitions from client-managed services
- Transition-only contracts to prepare service to be taken in-house
- Transitioning management contracts to turnkey contracts
- Transitioning turnkey contracts to management contracts
- Contracts specifically for transition services
- Transitions resulting from bankruptcy of the incumbent contractor

### Implementation Methodology

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Effective communication and relentless attention to detail drive MV's transition approach.

MV's transition leadership team will hold biweekly meetings with VCTC. Discussion topics for these meetings include the progress of the transition, task list changes and updates, potential challenges, and a look ahead to the next two weeks. In addition, MV's implementation team meets daily each morning to review the transition plan, outstanding tasks, current issues, and current task lists.





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## Transition Planning

MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. A draft startup schedule for this transition is included at the end of this section to demonstrate the tasks required during the transition. MV’s transition team updates this document throughout the transition period; however no item on the schedule is marked “complete” without confirmation from the startup manager.

## Management Approach

Regional Vice President Fadi Chakbazof will oversee all startup activities and serve as MV’s full-time transition manager for this project. He will work closely with MV’s project manager Tom Conlon, the local management team, and MV’s support team to direct all elements of the transition. In addition, MV’s operation for the VCTC will have access to MV’s significant local and corporate support during the service transition and throughout the life of the contract for Trapeze training as well as management resources and additional manpower.

MV’s transition team assigned for this project comprises the following team leaders:

Transition Duties	Responsible Team Member
<b>Team Oversight</b>	Fadi Chakbazof, Regional Vice President & Transition Manager
<b>Client Liaison &amp; Contract Compliance</b>	Doug Gies, President Fadi Chakbazof, Regional Vice President & Transition Manager Tom Conlon, Project Manager
<b>Scheduling &amp; Operator Assignments</b>	Tom Conlon, Project Manager Operations / Safety Training Supervisor
<b>Operator Training &amp; Recruiting</b>	Operations / Safety Training Supervisor
<b>Security / Emergency Planning &amp; Assessments</b>	Operations / Safety Training Supervisor Jerome Rogers, Director of Safety
<b>Human Resources</b>	Cristina Pereira, Director of Human Resources
<b>Passenger Relations</b>	Tom Conlon, Project Manager
<b>Service Quality &amp; Contract Liaison</b>	Fadi Chakbazof, Regional Vice President & Transition Manager Tom Conlon, Project Manager
<b>Maintenance, Fleet, Equipment &amp; Facilities</b>	Kenny Pouncey, Director of Maintenance Josh Orellana, Maintenance Manager
<b>Personnel &amp; Training</b>	Operations / Safety Training Supervisor
<b>Budgeting &amp; Finance</b>	Kim Friedmann, Director of Accounting Tom Conlon, Project Manager





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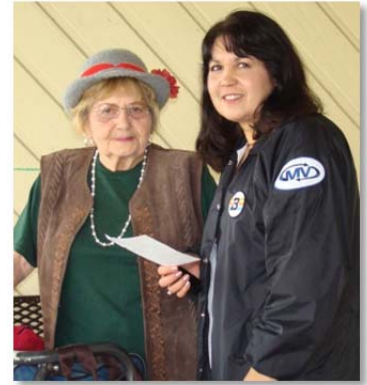
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## Working with the Community

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, with VCTC's permission, MV will establish a Passenger Transition Committee. This committee comprises passengers, VCTC staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.

Mr. Tom Conlon will facilitate this committee, and establish clear, open, and honest communication about how the transition is progressing.



## Personnel Plan

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### Retaining the Existing Team

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive VCTC approval.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

### Outreach

To ensure it keeps the existing workforce engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

MV will schedule meetings during off-peak service hours, where a representative will explain the transition process. Additional MV staff will be available at these meetings to assist existing personnel with the application process.

MV will also establish a toll free number for employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.





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MV recognizes that a few employees may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

### **Vehicle Operator Evaluation and Training**

In addition to pre-employment screening, MV conducts on-road evaluations of all existing operators, and provides each with orientation, customer service, and refresher training. This training is essentially an abridged version of MV's operator training program. The transition team will schedule classes during weekends and nights to accommodate work schedules; during the day vehicle operators newly hired into the system will attend MV's full operator training program.

To minimize the impact that the transition has on the current workforce, MV will request to conduct operator evaluations in-service. If the incumbent contractor will not accommodate this request, MV will schedule evaluations during off-duty hours.

MV will also request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. If the incumbent contractor will not accommodate this request, MV will advise employees to obtain copies of their training files directly.

### **Equipment and Facilities**

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#### **Fleet Transition**

MV has extensive experience in fleet transitions and understands the provisions of this process. MV will schedule fleet acceptance inspections with VCTC and the outgoing service operator. These inspections will occur prior to transitioning the fleet, with ample time to complete any necessary corrective maintenance.

Kenny Pouncey, director of maintenance will manage the fleet inspection and transition. He will facilitate MV's communication with VCTC and the outgoing operator regarding the fleet condition, serving as MV's maintenance representative to VCTC.

#### **Parts Inventory**

Upon award of contract, MV will initiate the parts ordering process. MV has an extensive network of parts suppliers, with whom the company will work closely when transitioning the maintenance functions, further promoting a smooth transition.





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## Facilities Transition

MV's team will be on site at its facility location a minimum of 30 days before service on the new contract begins, and the company's preference is to have access to the facility as soon as possible. This will improve MV's ability to set up and organize the location efficiently.

The night before the facility transition, and early morning of the new contract start, MV will have completed dry runs of where and how operations, administrative, and maintenance staff will begin the first day of service under MV. The majority of non-management personnel will have hopefully transitioned to MV over the transition period, providing for an experienced team on day one. All new employees will be trained and ready for service. The majority of the transition team will be on duty the night of January 4, 2015 to be sure everything is in place for the start of service.

As employees arrive at the facility at the end of their last shift working for the incumbent contractor, additional MV personnel will be on site at its location to answer any questions about the next day. This team will provide all shift and relevant operational information to the employees.

All computer/network, phone, and internet services will be functioning and ready for use. Members of MV's IT team will handle all telephone assignments and assist in any last minute IT issues. MV staff will be available to immediately answer any questions and respond to any concerns.





## J. Ability to Perform and Meet the Requirements of the RFP (Performance Plan)

### a. MV’s Capacity, Management Philosophy, and Approach

#### Capacity

A national transportation company with more than 50 percent of its contracts in the state of California, MV brings the unique characteristics that combine local knowledge, statewide presence, and regional resources with financial support, experiential knowledge, and best in class standard operating procedures. In total, MV and its subsidiaries offer 58 years of experience in the management and operation of transit systems in 28 states, Washington D.C., and internationally. The company is the world’s largest American-owned passenger transportation company and operates more California transit than any other firm. As the only privately owned company of its size, MV also brings its ability to remain a flexible and strong partner.

#### Trapeze Contract Sites

MV uses Trapeze in 56 of its contracts; approximately half of these contracts use an MV-hosted Trapeze platform, while the other half of MV’s clients host and manage the database on their servers. MV has operated Trapeze at the majority of these locations for at least 5 years and many for 10 or more years. MV is happy to provide more detail regarding the date Trapeze was implemented in each operation listed below upon request.

Trapeze Contracts (Client Hosted)	Trapeze Contracts (MV-Hosted)
<ul style="list-style-type: none"> <li>▪ AnchorRides– Anchorage, AK</li> <li>▪ Phoenix Dial A Ride – Phoenix, AZ</li> <li>▪ Handy-Dart Translink – Vancouver, B.C.</li> <li>▪ Access Paratransit – Orange County, CA</li> <li>▪ Gold Coast Transit – Oxnard, CA</li> <li>▪ SEPTA Paratransit – Philadelphia, CA</li> <li>▪ SamTrans RediWheels – San Carlos, CA</li> <li>▪ Thousand Oaks Dial A Ride – Thousand Oaks, CA</li> <li>▪ Alachua County Florida – Gainesville, FL</li> </ul>	<ul style="list-style-type: none"> <li>▪ Access Services – Van Nuys, CA</li> <li>▪ Beverly Hills Dial A Ride –Beverly Hills, CA</li> <li>▪ Dial-A-Ride and VineLine – City of Lodi, CA</li> <li>▪ eVan – Elk Grove, CA</li> <li>▪ Fairfield-Suisun Paratransit – Fairfield, CA</li> <li>▪ KART Paratransit, KCATA–Hanford, CA</li> <li>▪ La Mirada Transit – LaMirada, CA</li> <li>▪ LADOT CitiRide – Los Angeles, CA</li> <li>▪ Monterey Salinas Transit – Monterey, CA</li> <li>▪ San Andreas Regional Center – Monterey, CA</li> </ul>



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<ul style="list-style-type: none"><li>▪ Access Lynx – Orlando, FL</li><li>▪ South Cook County Paratransit, Pace – Alsip, IL</li><li>▪ Kane County Paratransit, Pace – Batavia, IL</li><li>▪ Dupage County Paratransit, Pace – Carol Stream, IL</li><li>▪ Chicago ADA Paratransit, Pace – Chicago, IL</li><li>▪ IndyGo – Indianapolis, IL</li><li>▪ West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village of Schaumburg, Pace – Melrose Park, IL</li><li>▪ Mobility Paratransit, MTA – Baltimore, MD</li><li>▪ Go!Bus – Grand Rapids, MI</li><li>▪ Accessible Raleigh Transportation (ART) – Raleigh, NC</li><li>▪ Access Services, SORTA – Cincinnati, OH</li><li>▪ MetroLIFT, Metropolitan Transit Authority of Harris County – Houston, TX</li><li>▪ UTA Paratransit Service – Ogden, UT</li><li>▪ FasTran – Fairfax, VA</li><li>▪ Spokane Transit Paratransit – Spokane, WA</li><li>▪ MetroAccess, WMATA – Washington DC</li></ul>	<ul style="list-style-type: none"><li>▪ Veterans Administration – No. California, CA</li><li>▪ Norwalk Transit System – Norwalk, CA</li><li>▪ Cityride, LADOT – Pacoima, CA</li><li>▪ Placer Co Health Express– Placer, CA</li><li>▪ Roseville Transit Dial A Ride – Roseville, CA</li><li>▪ Dial A Ride, Santa Clarita Transit – Santa Clarita, CA</li><li>▪ Santa Rosa Paratransit – Santa Rosa, CA</li><li>▪ Whittier Dial A Ride – Whittier, CA</li><li>▪ Connexion – Jacksonville, FL</li><li>▪ Palm Beach County Medicaid Non-Emergency Transportation Program – Palm Beach, FL</li><li>▪ Fulton County HHS – Atlanta, GA</li><li>▪ CityLink – Peoria, IL</li><li>▪ Village of Schaumburg Dial-A-Ride – Schaumburg, IL</li><li>▪ C-TRAN – Cary, NC</li><li>▪ Ashtabula County Transportation System (ACTS) – Ashtabula, OH</li><li>▪ Sandusky Transit System – Sandusky, OH</li><li>▪ B-Line – Corpus Christi, TX</li><li>▪ DART Mobility Management – Dallas, TX</li><li>▪ Handi-Ride – Hampton Roads, VA</li><li>▪ Microsoft Campus Shuttle &amp; Connector – Redmond, WA</li><li>▪ Green Bay Metro – Green Bay, WI</li></ul>
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## Management Philosophy and Approach

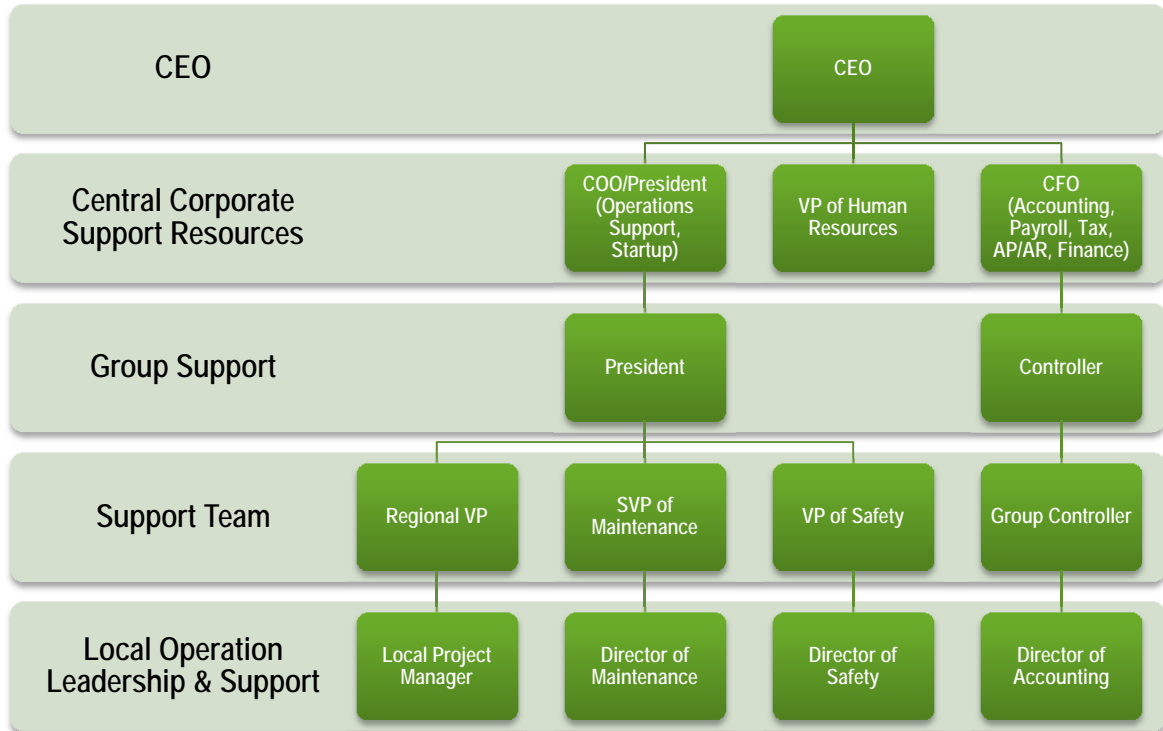
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MV's management philosophy guides its organizational structure that supports ongoing quality controls confirming service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.





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## Operational Control Programs

### Road Supervision and Operator Evaluations

MV’s operations supervisor/safety training supervisor is available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. This position also performs operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator’s file.

### Dispatch Monitoring

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators’ requests for assistance,







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coordinating replacement vehicles as needed. For the paratransit service, if needed, they will reassign trips to another route in order to maintain route timeliness; if necessary they will contact passengers to notify them of a delay and respond to “where’s my ride” calls as needed.

The operations /safety training supervisor will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally callers requesting to speak to a supervisor.

### **Technology Used to Manage and Monitor Service**

MV offers the use of its Smart Alert Messenger (SAM) reporting Software / TimePoint Software in this proposal. This is a valuable tool that supports ongoing service monitoring through effective reporting and real time data updates.

The dispatch monitoring component of this system presents service data in clear and meaningful displays for dispatchers and supervisors to respond to. Using a “worst case first” approach, dispatchers can clearly identify which routes are running late and which routes require immediate assistance.

Service data is then historically reported, thus providing an accurate and detailed description of service delivery throughout the day. With reporting features showing system data by hour, by route, and by operator, MV is able to pinpoint areas and causes of system challenges, without tedious analysis.

### **Controlling Quality through Reporting and Analysis**

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Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. A large portion of the service data is collected and reported using the Smart Alert Messenger (SAM) reporting Software / TimePoint Software, while others are collected using MV’s Lawson Accounting and HR ERP and other third party data collection systems.

As required, MV will track the following items to ensure it is meeting the standards outlined by VCTC and the company:

For the Fixed Route service:

- On-time performance: 95% of trips must operate on time – 0 minutes prior to and no more than 15 minutes past scheduled time point
- Customer complaints: No more than 5 complaints per 1,000 passengers





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- Accidents/incidents: No more than 2 vehicle and/or passenger accidents per 100,000 miles
- Preventive maintenance inspections: 100% completed as scheduled (within 500 miles of required interval)

For the Dial-a-Ride and ADA Paratransit services:

- On time performance: 95% within 30 minutes of promised pickup
- Missed Trips: No more than 1% missed trips – not completed or more than 60 minutes later than scheduled
- Customer complaints: No more than 5 complaints per 1,000 passengers
- Accident / incidents: No more than 2 vehicle and/or passenger accidents per 100,000 miles
- Preventive maintenance inspections: 100% completed as scheduled, within 500 miles of required interval
- Call times: Average call answer time by a live operator under 45 seconds, average call hold time under ninety 90 seconds

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

## Regional Control Programs

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All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

**Safety Inspections (performed by: operations/safety training supervisor, frequency: monthly)** – The operations/safety training supervisor performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

**Safety Audits (performed by: director of safety, frequency: semiannual)** – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.





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**Facility Audits (performed by: regional director of maintenance, frequency: annual)** – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

**Preventive Maintenance Inspection “Rerack” (performed by: maintenance manager, frequency: monthly - Options A, B, and C only)** – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10 percent of the fleet under the PM inspection to ensure completeness.

**Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual)** – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training. Upon completion of the audit, an action plan will be developed to resolve any issues identified.

## Customer Feedback and Quality Measurements

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Safety, maintenance, and operational statistics tell MV’s team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV’s regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV’s regional vice president and vice president of business development will meet frequently with VCTC staff to discuss the local team’s performance. As needed, these individuals will garner additional resources necessary to correct any issues.

## Technology Enhancements

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### thebus.mobi Mobile Site

thebus.mobi is MV’s public-facing mobile site for paratransit and fixed route services. By presenting a unified interface that is easy to navigate, passengers grow comfortable with its use regardless of what mode of transportation is used. This is especially useful for those passengers transitioning from paratransit to fixed route services.

*This system requires a GPS signal to function. Should the VCTC be able to provide a signal, such as through MDTs, MV can implement these technologies at no additional cost. However, if a GPS signal is not available, MV can provide pricing for this function at the VCTC’s request.*





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system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products such as Trapeze®.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV runs on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team will set up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the VCTC IT staff in whatever manner necessary.

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

### **NTD Reporting**

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MV supplies NTD data to its clients and assists in the compilation of these reports. While the Federal Transit Administration (FTA) prohibits private contractors from directly reporting data to the NTD Database on behalf of FTA-funded transit agencies, MV's local operations teams assist in the collection and summarization of all required data.

MV follows the trip sampling methodology and forms, pursuant to the guidelines of the NTD Reporting Manual, including FTA Circular 2710-1A. Compliance with FTA uniform accounting standards and NTD reporting systems is a key element of MV's U.S. federally funded operations.





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MV cooperates fully with its clients' requirements in collection and reporting of all FTA ridership, operating, safety, and financial information. The information collected and summarized for NTD reports will be maintained as required.

The operations/safety training supervisor will be responsible for meeting the sampling, collection, verification, and reporting requirements for the VCTC's NTD reporting. This individual will be supported by the MV corporate staff described in section E.1, and will take advantage of the VCTC's guidance, as well as FTA seminars on NTD reporting, and other support available from the FTA website.

The operations/safety training supervisor will conduct sample trip data collection, with support from the local team. This information is compiled for the following NTD modules: basic, financial and service. MV's vehicle operators will only occasionally be required to conduct sample data collection and then only on the routes with the lowest ridership.

Dispatchers will distribute and collect any required vehicle operator surveys; vehicle operators will complete and submit any required operator surveys. The maintenance manager will supply data for the Asset Module (fleet and facility data). Finally, the operations/safety training supervisor will assist the project manager with collecting required operational and ridership data.

## Drug and Alcohol Testing Program

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MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.





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- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor’s Class in Reasonable Suspicion Training in Drug and Alcohol.

\*Under MV’s Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV’s Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen<sup>®</sup> software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV’s Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

## Compliance with ADA Requirements

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ADA compliance is a critical component of MV’s operator training program, and ensures that the company’s operations are ADA compliant. During training, operators receive an overview of various disabilities as defined by the ADA, as well as an understanding of the law’s requirements. Training also includes practical instruction in how to assist and secure passengers in mobility devices to ensure their safety and comfort.

ADA compliance is also upheld through MV’s safety and maintenance programs. As part of MV’s safety awareness efforts, employees must attend a monthly safety meeting, during which they receive refresher training in safety topics, which includes





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assisting passengers with disabilities and the safe securement of mobility devices. Mobility device lifts are cycled and inspected during each pre-trip inspection, and thoroughly inspected at each preventive maintenance inspection to ensure the safety of MV’s mobility-disabled passengers.

Further, compliance with the provisions of this important law by all MV employees is monitored and enforced by the company’s legal and human resources teams.

**c. Hiring Procedures**

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the VCTC in the provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.



After an interested applicant completes an application online, the application is reviewed by the on-site hiring manager. If the application demonstrates that the candidate has the experience needed to perform the job, the candidate is invited to an interview.

The hiring manager uses behavior-based interviewing techniques to demonstrate the applicant’s past behaviors and how they will fit at the company. Interviews focus on driving abilities, as well as strengths in customer service. After a candidate successfully completes the interview portion of the process, their credentials are qualified.

MV’s qualifications department manages and processes all employment screens pursuant to company policy and client standards (whichever is more stringent). All qualifications personnel are trained in the complete and unbiased employee screening process.

Using a paperless application process, applicants submit their qualifications online and the following background checks and reviews are performed:

Review Type	Description	Criteria
<b>Motor Vehicle Record Review</b>	Applicants must provide a current and valid driving record that shows an applicant’s driving history.  Continuous possession of a valid California driver’s license for the past	No more than 2 points in the past three years, no more than 2 moving violations in the past five years, with no DWI/DUI convictions within the last 10 years.





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	five years is required.	Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements.  If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
<b>Criminal History Checks</b>	MV conducts background checks on all employees through Private Eyes Employment Investigators.	Applicants with a felony criminal conviction within the last 10 years will not be eligible for employment.  Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.
<b>Prior Employment References</b>	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
<b>Pre-Employment Drug and Alcohol Screen</b>	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection.  Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
<b>Pre-Employment Physical Examinations</b>	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice.  Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

### Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's







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performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

### Language Requirements

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Applicants must communicate effectively in English. All applicants must complete a job application in English, and during the interview, MV confirms the candidate has the required language skills to be successful in his or her job. The applicant must demonstrate proficiency in conversational English and the ability to effectively communicate with the general public, and follow instructions from supervisors and VCTC. MV will ensure at least 50% of the operations staff is bi-lingual as required by VCTC.



### GPPV and VTT Endorsements

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MV’s pre-employment screening and training programs met the thresholds set forth for attaining GPPV and VTT endorsements. Ongoing, MV safety meetings satisfy continued training requirements to maintain these endorsements.

### Pull Notification Proof

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MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation’s Requestor Code #79787.

## d. Description of Training Program

### d.1. Operator Training

MV’s new operator training program comprises five training formats:

- Classroom: 42.0 hours
- Pre-Driving Skills: 2.50 hours
- Observation: 30.50 hours





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Behind the Wheel:	29.00 hours
Cadetting:	16.00 hours
<b>Total:</b>	<b>120.00 hours</b>

## Classroom Training

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The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



Interactive Employee Panel Training Discussion

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training hours are provided in the appendix of this proposal.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.



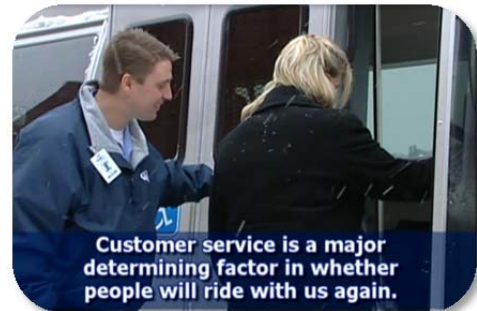
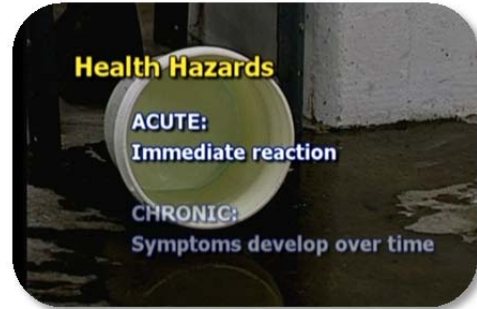
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### Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Additionally, during paratransit BTW training, students will visit major trip generators, such as adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

### Cadet Training

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators, transit centers, and park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV





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offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

## Training Highlights

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### Defensive Driving – LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

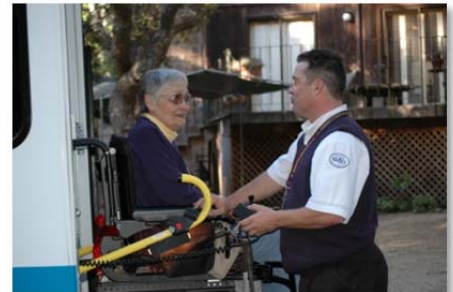
MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV’s operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV’s state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator’s responsibility to serve all passengers, regardless of background or disability.



Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is



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augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### Customer Service

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.



START Training teaches operators the “how”, “when”, and “why” of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

### d.2. Multimode Reservations / Scheduling / Dispatch Training

MV’s training program is built on sensitivity and customer care – critical components of any transportation service, especially those that serve persons with disabilities. As this team serves as the public interface for VCTC’s operation, it is imperative that its members are knowledgeable regarding the service, are skilled in customer service techniques, are well versed in ADA requirements, and are proficient in the use of the Trapeze software provided by VCTC. To this end, MV provides this team with training in these areas.

**Service Overview:** Training begins with an introduction to MV and the Heritage Valley transit system, followed by an overview of paratransit service and ADA regulations as well as the fixed route service. This includes a discussion of employee





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expectations, service hours, important phone numbers, and topics specific to assisting persons with disabilities.

**Ride-Along:** To familiarize themselves with the service, passengers, and the nuances of on-road operations, MV’s dispatchers will participate in a ride-along with a vehicle operator in all service types.

**Telephone Doctor® Customer Service Training:** This video-based training focuses on improving telephone interactions with customers and providing the best assistance possible. Topics include:

- The Service Mentality – Seven key characteristics of superior customer service
- Five Forbidden Phrases – Five phrases which are proven to annoy and frustrate customers
- Proactive Customer Service – Passive, average, and proactive customer service approaches illustrated through various scenarios
- Business Friendly Customer Service – Approaches to customer interactions that promote good business relationships
- Influencing the Interaction – Six practices that will create a more positive experience for customers
- How to Handle theirate Customer – Four-point approach to calming angry customers and diffusing tense situations
- Essential Elements of Internal Customer Service – Promotes awareness of internal interactions and courtesy in the workplace
- “Service Matters” Series – Modules deal with common customer-service oriented questions and issues
- Service Scenarios Series – Modules apply customer service techniques to real-life scenarios
- Houndville Business Animations – Animated scenarios that raise awareness about challenging workplace topics

**Trapeze Training:** MV’s dispatch team also receives training in the use of the Trapeze software. Topics are listed in the following table.

Reservations	Dispatch	Scheduling
Logging in and out	Dispatch operations	Scheduling processes and building runs
Mapping and geocoding	Client ops interface	Manipulating trips
Reservations	Fleet management	





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Subscription trips	Daily processes	Editing trip information
Scheduling	Route optimization	Inserting operator breaks
Canceling and other scenarios	Tool options	

**Observation and Supervised Job Performance:** Dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe his/her position’s duties in action. After the observation period, dispatchers perform their job duties while under supervision.

### d.3. Training Program for Road Supervision

MV’s operations/safety training supervisor will complete the following training:

- *Observation Techniques:* This provides an overview of the training and discusses shaping operator behavior. Trainees learn how to properly observe operator performance.
- *At-Risk Operator Behaviors:* Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- *Coaching the Professional Operator:* This course teaches trainees the basics of coaching professional operators. A distinction is made between coaching, training, and orientation. Additionally, this course discusses the two types of coaching as well as instructs how best to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

### d.4. Safety Program

MV’s safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:





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- Guiding safety policies for bus, facility, and maintenance operations;
- Best of class operator training and certified instructor programs;
- Safety awareness driven by constant communication, recognition, and education;
- Proactive enforcement of safe driving behavior using DriveCam;
- Regular inspections and compliance with regulatory requirements;
- Risk reduction and security threat detection; and
- Exceptional support via the MV safety resource center.

## Safety Policy Manual

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MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

## Safety Training

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### Operator Training and Certified Instructor Programs

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

Classroom training is followed by pre-driving skill, observation, and behind-the-wheel training – where classroom training is put into action in the field.

This training defines the 26 performance standards that all trainees must meet. Each standard is described in detail, checkpoints to success are outlined, failure to achieve the standard is defined, and mastery tips for operators to use in operation are provided.

All operator training is facilitated by an MV-certified training instructor.







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### Operator Training Refresher

In addition to refresher training provided during MV’s monthly safety meetings, MV requires mandatory retraining at the following points of an operators’ employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
<b>Return to Work (after 30 days or more of inactive status)</b>	Required when an operator returns from “inactive” status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
<b>Post-Accident / for cause</b>	Required for any vehicle operator who has received a “preventable” rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator’s ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
<b>Seasonal Refreshers</b>	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
<b>Biannually</b>	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

### Safety Awareness

Among its many initiatives promoting safe behavior, MV’s strength lies in its approach to cohesive safety messaging and recognition.





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Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

### Daily Safety Message

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

### Location Safety Committee

Each MV location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.

The LSC has a significant role in implementing MV's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or more representatives from each department, and will be facilitated by MV's operations/safety training supervisor.

### Safety Meetings

Safety meetings offer an opportunity to provide Verification of Transit Training Document (VTT) required refresher training and address timely topics. All employees must attend this hour long meeting each month.

Several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting topics are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.





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All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

### Safety Recognition Programs

Please see a description of MV's safety incentive program in section H: *Comprehensive Staffing Plan*.

### On-Board Cameras

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MV understands that it is VCTC's intent to provide on-board cameras on all passenger vehicles within a year of the contract. MV has significant experience with on-board cameras and currently has more than 8,000 cameras on its fleet, primarily DriveCam. MV will be happy to assist VCTC in any way needed regarding this technology and has included SEON brochures in the proposal appendix.

### Inspections and Compliance

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#### Compliance with Regulatory Agencies

MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

MV also complies with each state's individual needs specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.
- **The Federal Transit Authority (FTA)**, a DOT agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA)**, a DOT regulatory agency that is responsible to promulgate carrier safety standards and has oversight of interstate carrier safety.





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- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulation related to air, water and noise pollution and hazardous materials regulation.

### Safety Inspections

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance.

These inspections include (at minimum) monthly safety inspections conducted by the project manager, and the following annual inspections:

- **Safety Management Inspections:** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.
- **Maintenance Safety Inspection:** These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.


These inspections include (at minimum) monthly safety inspections conducted by the project manager, and annual safety inspections. These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility.

MV also welcomes VCTC facility inspections.

### Risk Security Threat Reduction

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#### System Security Awareness Classroom Training

MV's classroom training includes a 30-minute presentation of the Warning Signs video,  produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.





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This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place, and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location, and the time rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

### **System Safety Program Plan (SSPP)**

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). A copy of this plan is available upon request.

The goals of MV's Safety Plan are to:

- Identify, eliminate, minimize, and/or control safety hazards and risks;
- Provide a superior level of safety in transit operations;
- Support the safety efforts of the clients MV serves;
- Achieve and maintain a safe work environment; and,
- Comply with all regulatory agencies requirements.

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

### **System Security and Emergency Preparedness Plan (SSEPP)**

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures. A copy of this manual is also available upon request.

MV's SSEPP was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program.





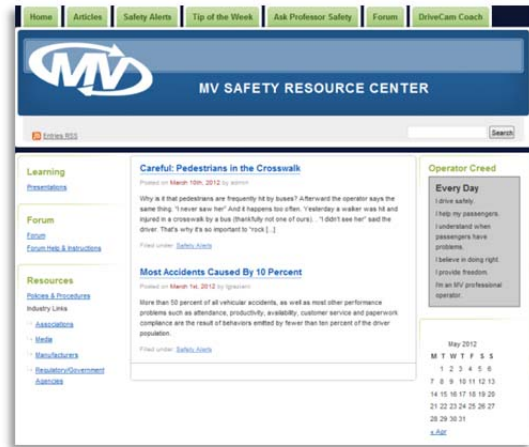
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## Online Safety Support Resources

The *Safety Resource Center (SRC)* is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV's safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

The SRC is a dynamic portal that contains up to date safety-related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:

- **Articles and Alerts:** New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
- **Ask Professor Safety:** A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.
- **Safety Tips:** Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.
- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.





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- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.

## Accident and Injury Investigation Procedures

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MV will immediately report all incidents to VCTC, submit reports within five business days, and notify DMV as required. MV operators will be instructed to report any public safety incidents observed during the service day. All MV locations are required to have the following information readily accessible:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies
- MV Risk Management staff and MV Safety staff
- Project managers' home and cell phone numbers
- Local and MV emergency contact numbers

MV's reporting decals must be posted on the dashboard and on the operator-side sun visor of all vehicles. The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour Claim Line, (866) 688-7475."

Each vehicle must be equipped with three bi-directional emergency reflective triangles (not flares), a fire extinguisher having an Underwriters' Laboratories rating of 5 B, C or more, and Incident Reporting Packets with color disposable flash cameras.

If involved in a vehicular incident, the operator will notify the on duty dispatcher, who will dispatch a supervisor to the scene, and contact emergency personnel (when necessary). The operator must exercise on-scene emergency control until she or he is properly relieved by a supervisor.

The operator, with the assistance of the on-scene supervisor, will use the onboard accident kit to take photographs of the scene, obtain contact information of all





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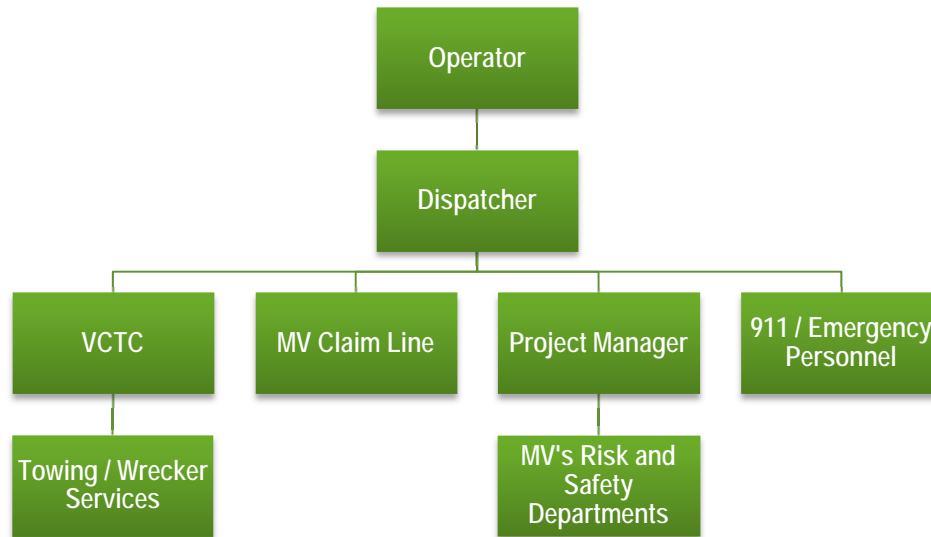
witnesses (using Courtesy Information Cards) and complete an incident report. The operator is required to provide identification and cooperate with police.

As soon as is practical following an accident, drug and alcohol tests are administered to any employee whose performance could have contributed to the accident, such as dispatcher, mechanic, etc.

If reasonable suspicion is suspected, all reasonable suspicion testing guidelines are followed. Test results are obtained and reported to the project manager (or vice versa). The operator remains suspended from driving until his or her driving privileges are reinstated by the qualifications department.

Upon return to the office, the accident report is submitted to dispatch or the project manager.

### Emergency Communications



### Passenger Disturbances – Training

MV is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment it is imperative that MV properly trains operators on how to handle difficult passengers. When confronted with an upset or dangerous passenger, operators are trained to maintain their personal safety and protect the safety of the other passengers as a priority. Operators are thoroughly trained in ADA policies and are taught to act within the law in handling a difficult passenger. Operators must never use violence to subdue a dangerous passenger.







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Any time an operator experiences an incident; MV personnel will notify VCTC within the appropriate time frame. Based upon the severity of an incident, a supervisor and/or police personnel will be requested and sent to assist the operator and speak to the passenger. Once the operator has returned to the yard, they will be required to complete an incident report. This report will be forwarded to the designated VCTC staff and MV will document it in the passenger's rider file where appropriate.

MV understands that some persons' condition may justify their actions. In the case where a disability places an operator or other passengers at risk, MV will work with the individual and VCTC staff to identify alternate methods of transportation for those persons.

**e. Fare Collection**

MV will collect and record fares pursuant to VCTC specified procedures. All operators will be trained in VCTC fare policies, and Mr. Conlon will be responsible for accurate counting and reporting of fare revenues. These counts will also be monitored and reviewed for security reasons. The following fare collection procedures will be implemented:

- Fares will be collected in the fare box or via pass card reader.
- At the end of the day, the fare box vault will be pulled from the fare box and placed into a safe.
- Another empty vault will be placed back into the fare box for service the next day.
- The next business day, Mr. Conlon will remove the vaults to be counted.
- As vaults are opened and fares counted, the counts will be cross referenced to the operator's trip sheet. If variances exist, Mr. Conlon will investigate the discrepancy and take appropriate actions to correct the problem.
- Mr. Conlon will complete the deposit slips and record these on the deposit log. This log, in addition to the bank statement, will be provided to VCTC monthly for invoice verification purposes.
- Mr. Conlon will place the emptied vault in a secure location to be placed back into the vehicle that evening. All vaults will be permanently marked with serial numbers and tracked to ensure immediate awareness if a vault is missing.
- Copies of deposit slips will be forwarded to VCTC.





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**f. Service Monitoring**

MV's project manager and operations/safety training supervisor will be responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They will also serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings reports for these various activities, they will also administer progressive discipline.

The project manager and operations/safety training supervisor will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. The project manager and operations/safety training supervisor will perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The project manager and operations/safety training supervisor meet the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A manager or supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. They also check the vehicle to confirm it is clean and ready for service.





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Please refer to proposal section h: *Performance Reporting* for additional detail regarding service monitoring.

**g. Supervisory, Call Center and Dispatch Operation**

Telephones will be staffed by reservationists available for reservations and information calls during all hours of service. MV will establish a voice mail system to record any reservations requests outside of these business hours (and on specified holidays). ADA trip reservations will be accepted up to seven days in advance, but no less than one day in advance, as required. Same-day ADA requests may be accommodated based on capacity; Dial-a-Ride trip requests will be primarily same-day on demand.

Reservationists answer calls in the order they are received, and with the same standard greeting: “Thank you for calling, how may I assist you today?” All reservationists and dispatchers must attend MV-administered Telephone Doctor Customer Service Training, where they learn professional and respectful telephone skill and effective communication techniques.

A telephone display device (TDD) or other device which allows the hearing impaired to communicate with the reservationist and dispatcher will be provided.

**Paratransit Reservations & Scheduling**

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**Trip Reservations**

If the customer is interested in making a trip reservation, the reservationist asks them for his or her name or ID number, looks up their profile in Trapeze, and confirms their eligibility to use the service.

The reservationist creates a new trip in Trapeze, recording the pickup and/or dropoff locations. Common departure/arrival destinations can be saved in the customer profile screen of Trapeze. If the trip is to or from a new destination, the reservationist will record the location information in Trapeze, reading it back to the caller to confirm accuracy.

If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger. The reservationist inquires about any special assistance needed, such as carrying bags, and includes this information in the comment section of the manifest so that the operator may provide assistance within the program policies.





## Proposal to Ventura County Transportation Commission for Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley

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Once all of the trip details are recorded, the reservationist submits the trip request and Trapeze presents the reservationist with the best available options for scheduling the trip. If the trip cannot be scheduled at the exact time requested, the reservationist attempts to negotiate a trip within one hour of the originally requested time.

If the trip cannot be successfully negotiated, the reservationist documents the trip as a denial pursuant to ADA regulations, and offers the passenger the opportunity to be placed on a standby list.

At the end of each call, the customer is thanked for their business.

### Subscription Trips

Subscription trips are provided pursuant to ADA regulation and VCTC service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm it does not exceed service requirements. MV can provide VCTC with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

### Planning for Productivity and On-Time Performance

Reservationists schedule trips on specific routes based on time and location of trips. The Trapeze software examines potential routes for the next day, as well as recently scheduled trips, and then presents the reservationist with several options from which to choose. This is accomplished while the customer is making a trip reservation.

By establishing templates in Trapeze, system productivity and on-time performance are managed from the start of the trip reservation process. Templates also include scheduled subscription trips.

With solid templates in place, it is critical to appropriately negotiate demand trips to fit well with the subscription trips that are already scheduled. In order to provide a superior reservations process MV employs the following:

- **Scripting** – It is important to hire reservationists with a strong customer service background. It is equally important to give them tools to help them work with passengers to find solutions that help both the customer and the organization. Therefore, MV has developed scripts that they can use when negotiating times for trips.
- **Reservations management reporting** – MV has developed a series of reports that allow MV's team to track each reservationist by the number of trips booked,





## Proposal to Ventura County Transportation Commission for Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley

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appropriate negotiation percentages, and other critical items, in order to monitor performance and achieve the desired results.

- **Reservations training** – MV trains its dispatch teams in best practices for Trapeze use, and how to leverage MV reports, monitors, and procedures to achieve success. This training arms MV’s team with the tools needed to optimize service.

### Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the dispatcher looks up the trip information in Trapeze, and initiates the change. If the change is a same day request, the reservationist initiates the change and notifies the vehicle operator.

In order to accommodate last minute trip changes, cancellations and requests while appropriately protecting system productivity, MV uses a “cancellation matrix” – a per day per hour analysis of historical trip cancellation trends. Reservationists use this matrix to determine the right number of trips to overbook – based on the probability of cancellation volume.

During the service day, excessive time between trips (slack time) created by same-day cancellations is displayed on MV’s slack monitor. By constantly monitoring slack time, MV’s dispatchers can identify where and when to place unscheduled trips in order to improve system productivity.

### Scheduling Procedures

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Once reservations are closed for the day, they review the next days’ routes for efficiency, and begins the batching process in Trapeze.

During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and location. This process maximizes productivity while ensuring on-time performance is maintained.

Once this process is completed, the reservationist reviews all routes to ensure that schedules are attainable, yet productive.

When the routes are finalized, the dispatcher confirms and assigns vehicles and operators to each route and determines their appropriate start-times (based on geography and time of day).





Proposal to Ventura County Transportation Commission for  
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Once all routes are assigned, operator assignments are exported from Trapeze and used for MV’s operator start time hotline. Operators can call this toll-free number to receive their start time for the next day.

The dispatcher then prints the next day’s manifests and the Operator Sign-On Log, expediting the check-in process on the following next day.

## Day of Service

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### Operator Check In

When the operator reports to the facility, he or she will check in at dispatch. The operations/safety training supervisor or on-duty supervisor will be present, along with MV’s dispatch team. The dispatcher will mark the operator as present and hand the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or announcements, and perform a “fit for duty” review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator’s license.

### Standby Operators, Protection Vehicles, and Backup Service

MV’s supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and road calls experienced in the system; however, MV’s team will be prepared for these unfortunate events should they occur.



**Standby Operators:** Standby operators are posted at each facility, and are available to relieve service in the event of an operator illness, road call, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

**Backup Vehicles:** Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or road call.





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### Daily Vehicle Inspections

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

During peak pullout periods, at least one supervisor is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and list it on the out of service monitor, which is mounted on the wall of dispatch and perform all required Lock-Out-Tag-Out procedures.



If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

### Fixed Route Service Delivery

A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop, the operator will change the vehicle head sign from “Out of Service” to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.





## Proposal to Ventura County Transportation Commission for Fixed Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley

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The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

### **Paratransit Service Delivery**

Throughout the service day, the MDT unit will guide the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the MDT unit, the information is transmitted to and the route is updated in Trapeze.

Dispatchers continually track vehicle status and monitor service delivery throughout the service day in Trapeze.

If the passenger does not appear, the operator alerts the passenger of their arrival by quickly beeping the horn. If the passenger still does not appear, the operator uses the MDT to request that the dispatcher call the passenger. If the passenger does not arrive within five minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no show and documents the event, and instructs the operator to move to the next stop.

### **Mobility Device Securement**

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Providing safe transportation to persons in mobility devices is essential to the success of the Heritage Valley transit system. These passengers generally require a greater level of time and attention by the operator. This proper attention of the operator is critical to ensure the mobility device is properly secured so as to make sure the customer enjoys a safe ride. Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The operator opens the door and prepares the mobility device securement area. The lift is then deployed pursuant to specific lift procedures.

Operators will assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The operator will ensure that the brake on the mobility device is engaged, and will secure the lift safety strap. The operator must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready. Maintaining their hand on the mobility device, the operator raises the lift to the top of the lift platform. Once the lift is in place, the operator will maneuver the passenger into the







Proposal to Ventura County Transportation Commission for  
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vehicle and position the chair in preparation for securement. Once the passenger is in place in the securement area, the operator will request permission to begin securement procedures.

Upon consent, the operator will secure the mobility device at strength securement points; the operator will never attach securement straps to spokes or other loose components. The operator checks that the straps are secure and tight, and then requests permission to place the shoulder belt and lap restraint over passenger. Upon consent, these personal restraints are secured, and the operator notifies the passenger that they are ready to depart.

As part of MV's Operator Evaluation program, the local management team will perform spot checks of mobility device securement to ensure procedures are properly followed.

### End of Operator Shift

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When the operator has completed his or her shift, he or she will notify dispatch and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

## h. Performance Reporting

### TimePoint Software

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Stated earlier, MV's proposal includes the provision of its proprietary TimePoint enterprise software suite, a modular system that interfaces with paratransit scheduling systems, onboard technologies and serves as a full-fledged dispatching system for fixed route. It unites data sets and presents up-to-the-minute vehicle location and productivity information to back office/dispatch staff and transit system passengers alike. Users can also upload fixed route schedules from major fixed route scheduling systems.

MV's IT team will interface this system with the Trapeze database to provide a number of tools for its dispatch team to leverage in its daily management of the system. Additionally, if the VCTC permits, MV will also use this data to provide comprehensive historical and real time reporting, to MV staff and the VCTC.

*This system and its components require a GPS signal to function. Should the VCTC be able to provide a signal, MV can implement these technologies at no additional cost. However, if a GPS signal is not available, MV can provide pricing for this function at the VCTC's request. The*





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Report Name	Report Description
Stops	Returns a listing of all stops for the selected operation.
Vehicle List By Division	Displays a list of the vehicles and GPS Unit for the selected operation(s).

**i. Description of Maintenance Program**

Please refer to section G.1: *Maintenance Plan* for a detailed description of MV’s maintenance program, experience with the proposed equipment for this contract, and road call procedures.

The proposed mechanic to vehicle ratio follows:

Base Proposal	Option A	Option B	Option C
1:15	1:112.7	1:12.7	1:11.5

**Maintenance Training and Professional Certification**

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Candidates hired to MV’s shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and VCTC policy, procedures, and requirements is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze EAM), and review of all safety procedures and hazmat requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Alternative fuel safety and inspection
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating





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### **Ford Motor Company Training**

In support of providing the most qualified and skilled technicians to its clients, MV offers exclusive access to all Ford Factory training through the Service Technician Specialty Training (STST) program.

Although the VCTC fleet does not include the use of Ford specific vehicles, the courses in electrical, climate control, steering and suspension, and basic braking apply universally and are available for all MV mechanics.

### **ASE Certification Program**

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1,000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. An employee that attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



### **Factory and Manufacturer Training**

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Goodyear, Supreme, and Bluebird) for training.

### **Compliance with CARB Requirements – Emissions Control Program**

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MV performs annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for diesel bus fleets. This includes the maintenance and repair record for any CARB required reports. MV will administer the Smog Check program for the VCTC gasoline-powered fleet and support vehicles. MV will obtain all associated permits and licenses and make sure all required charges and fees are paid.

### **CHP Inspections**

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MV operates more transit services in the State of California than any other company. It is responsible for more than 50 operating locations which are subject to California





Proposal to Ventura County Transportation Commission for  
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Highway Patrol (CHP) terminal inspections. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits. MV has maintained an outstanding record with the CHP in achieving satisfactory ratings. Copies of reports will be submitted to VCTC within five working days as required in the RFP Scope of Work section 6.7.2.4.

**j. Vehicle Cleaning Procedures**

Please refer to section G.2: *Vehicle Cleaning Plan* for a description of MV’s vehicle cleaning procedures for this contract. The proposed ratio of vehicle service personnel to number of vehicles follows:

Base Proposal	Option A	Option B	Option C
1:15	1:17.2	1:17.2	1:17.6

A sample schedule and checklist are included following this section.



**Form C COST PROPOSAL FORM C**

Submitted in response to  
Ventura County Transportation Commission  
RFP No. 1415-9164-HV

COST PROPOSAL - FORM C

*Multiply the hourly rate by the proposed number of hours to calculate the total annual cost.*

SERVICE PACKAGE TO BE PROPOSED	ROJECTED ANNUAL HOURS*		EFFECTIVE YEAR										TOTAL COSTS ALL YEARS <small>(SUM YEARS 1-5)</small>
			YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR		YEAR FIVE		
			Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost	Hourly Rate	Total Cost	
BASE PACKAGE	24,050	x	\$60.93	\$1,465,289	\$58.00	\$1,394,953	\$58.96	\$1,418,072	\$59.95	\$1,441,882	\$61.16	\$1,470,959	\$7,191,155
OPTION A - FIXED ROUTE EXPANSION	36,550	x	\$52.24	\$1,909,496	\$50.28	\$1,837,657	\$51.19	\$1,871,138	\$52.12	\$1,904,920	\$53.22	\$1,945,178	\$9,468,390
OPTION B - DIAL-A-RIDE EXPANSION	29,050	x	\$58.28	\$1,693,063	\$55.85	\$1,622,517	\$56.82	\$1,650,733	\$57.80	\$1,679,223	\$58.99	\$1,713,519	\$8,359,056
OPTION C - BOTH OPTION A + B	41,550	x	\$51.76	\$2,150,603	\$50.10	\$2,081,801	\$50.98	\$2,118,118	\$51.96	\$2,159,039	\$53.04	\$2,203,692	\$10,713,253

(Proposed Rates should match hourly rates on cost forms C-II, C-II A, C-II B, and C-II C, Line 12)

**\*VCTC reserves the right to adjust service at any time plus or minus twenty percent from the projected number of hours, including to proposed options, without affecting the rates for service. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Firm

**FORM C-II**

**BASE PACKAGE: Cost Component Detail**

DIRECTIONS: Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	\$ 363,795	\$ 368,145	\$ 375,782	\$ 383,973	\$ 392,163	\$ 1,883,858
Management Wages	\$ 68,640	\$ 69,670	\$ 70,715	\$ 71,775	\$ 72,852	\$ 353,652
Supervisor / Dispatch Wages	\$ 143,613	\$ 146,020	\$ 148,456	\$ 150,920	\$ 153,413	\$ 742,421
Mechanic Wages	\$ 118,061	\$ 123,219	\$ 125,514	\$ 127,237	\$ 129,705	\$ 623,735
Utility Wages	\$ 17,344	\$ 19,271	\$ 19,560	\$ 19,854	\$ 20,151	\$ 96,180
Other Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel (Revenue Vehicles)	\$ 161,814	\$ 161,814	\$ 161,814	\$ 161,814	\$ 161,814	\$ 809,070
Fuel (Support/Lunch Veh)	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026	\$ 9,557
Employee Fringes, benefits	\$ 168,740	\$ 172,064	\$ 178,428	\$ 185,586	\$ 193,517	\$ 898,336
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>1</b> Total Operating Costs	<u>\$ 1,043,807</u>	<u>\$ 1,062,057</u>	<u>\$ 1,082,179</u>	<u>\$ 1,103,126</u>	<u>\$ 1,125,641</u>	<u>\$ 5,416,810</u>
<u>Maintenance Costs</u>						
Parts	\$ 15,325	\$ 16,380	\$ 17,058	\$ 17,766	\$ 18,504	\$ 85,033
Tires	\$ 5,327	\$ 5,694	\$ 5,930	\$ 6,176	\$ 6,433	\$ 29,560
Supplies	\$ 2,106	\$ 2,251	\$ 2,344	\$ 2,441	\$ 2,542	\$ 11,684
Outside Services	\$ 4,872	\$ 5,207	\$ 5,423	\$ 5,648	\$ 5,882	\$ 27,032
Rebuilds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b> Total Maintenance Costs	<u>\$ 27,629</u>	<u>\$ 29,532</u>	<u>\$ 30,755</u>	<u>\$ 32,031</u>	<u>\$ 33,362</u>	<u>\$ 153,309</u>

**FORM C-II**  
**BASE PACKAGE: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Administration Costs</u>						
	Corporate Support	\$ 81,316	\$ 63,448	\$ 64,401	\$ 65,384	\$ 66,612	\$ 341,162
	Business License & Taxes	\$ 2,003	\$ 2,064	\$ 2,126	\$ 2,189	\$ 2,255	\$ 10,637
	Office Supplies	\$ 3,180	\$ 3,276	\$ 3,372	\$ 3,480	\$ 3,588	\$ 16,896
3	<u>Total Administration Costs</u>	<u>\$ 86,499</u>	<u>\$ 68,788</u>	<u>\$ 69,899</u>	<u>\$ 71,053</u>	<u>\$ 72,455</u>	<u>\$ 368,695</u>
	<u>Maintenance / Operating Facilities</u>						
	Facility	\$ 62,496	\$ 64,500	\$ 66,516	\$ 68,532	\$ 70,548	\$ 332,592
	Utilities	\$ 11,004	\$ 11,340	\$ 11,676	\$ 12,024	\$ 12,384	\$ 58,428
	Communications Cost	\$ 15,804	\$ 16,284	\$ 16,776	\$ 17,268	\$ 17,796	\$ 83,928
4	<u>Total Maintenance/Operating Facilities Costs</u>	<u>\$ 89,304</u>	<u>\$ 92,124</u>	<u>\$ 94,968</u>	<u>\$ 97,824</u>	<u>\$ 100,728</u>	<u>\$ 474,948</u>
	<u>Profit</u>						
	Profit	\$ 46,010	\$ 46,549	\$ 47,293	\$ 48,080	\$ 49,028	\$ 236,959
5	<u>Total Profit</u>	<u>\$ 46,010</u>	<u>\$ 46,549</u>	<u>\$ 47,293</u>	<u>\$ 48,080</u>	<u>\$ 49,028</u>	<u>\$ 236,959</u>
	<u>Other Capital Costs</u>						
	Support/Lunch Veh	\$ 1,968	\$ 1,968	\$ 1,977	\$ -	\$ -	\$ 5,913
	Shop Tools	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,960	\$ 59,864
	Office Equipment	\$ 7,992	\$ 7,992	\$ 7,992	\$ 6,852	\$ 6,840	\$ 37,668
	Phone System	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,405	\$ 11,909
6	<u>Total Other Capital Costs</u>	<u>\$ 24,312</u>	<u>\$ 24,312</u>	<u>\$ 24,321</u>	<u>\$ 21,204</u>	<u>\$ 21,205</u>	<u>\$ 115,354</u>

**FORM C-II**  
**BASE PACKAGE: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Insurance Costs</u>						
	Bond	\$ 7,554	\$ 7,554	\$ 4,860	\$ 4,946	\$ 5,047	\$ 29,961
	General Liability	\$ 9,755	\$ 9,704	\$ 9,720	\$ 9,737	\$ 9,757	\$ 48,671
	Auto Liability	\$ 37,906	\$ 38,227	\$ 38,551	\$ 38,878	\$ 39,208	\$ 192,768
7	Total Insurance Costs	\$ 55,214	\$ 55,484	\$ 53,130	\$ 53,560	\$ 54,012	\$ 271,401
	<u>Startup Costs</u>						
	Startup Costs	\$ 77,923	\$ -	\$ -	\$ -	\$ -	\$ 77,923
8	Total Startup Costs	\$ 77,923	\$ -	\$ -	\$ -	\$ -	\$ 77,923
	<u>Other Costs</u>						
	Interest	\$ 10,246	\$ 7,523	\$ 6,672	\$ 5,880	\$ 5,138	\$ 35,459
	Employee Hiring and Training	\$ 4,344	\$ 8,585	\$ 8,856	\$ 9,124	\$ 9,391	\$ 40,300
9	Total Other Costs	\$ 14,590	\$ 16,108	\$ 15,528	\$ 15,004	\$ 14,529	\$ 75,759
10	TOTAL COSTS (sum lines 1 - 9)	\$ 1,465,289	\$ 1,394,953	\$ 1,418,072	\$ 1,441,882	\$ 1,470,959	\$ 7,191,155
11	<b>BASE PACKAGE - PROJECTED HOURS OF SERVICE</b>	24,050	24,050	24,050	24,050	24,050	
12	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>	\$ 60.93	\$ 58.00	\$ 58.96	\$ 59.95	\$ 61.16	

<b>FIRM REPRESENTATIVE:</b> _____	<b>DATE:</b> _____
<b>SIGNATURE:</b> _____	<b>FIRM NAME:</b> _____



**FORM C-II A**

**OPTION A: Cost Component Detail**

DIRECTIONS:

*Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.*

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL COST ALL YEARS
<b>Operating Costs</b>						
Driver Wages	\$ 546,919	\$ 556,579	\$ 570,440	\$ 583,450	\$ 597,728	\$ 2,855,115
Management Wages	\$ 68,640	\$ 69,670	\$ 70,715	\$ 71,775	\$ 72,852	\$ 353,652
Supervisor / Dispatch Wages	\$ 143,613	\$ 146,020	\$ 148,456	\$ 150,920	\$ 153,413	\$ 742,421
Mechanic Wages	\$ 134,701	\$ 140,109	\$ 142,657	\$ 144,637	\$ 147,366	\$ 709,469
Utility Wages	\$ 22,037	\$ 24,486	\$ 24,853	\$ 25,226	\$ 25,604	\$ 122,206
Other Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel (Revenue Vehicles)	\$ 250,425	\$ 250,425	\$ 250,425	\$ 250,425	\$ 250,425	\$ 1,252,125
Fuel (Support/Lunch Veh)	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026	\$ 9,557
Employee Fringes, benefits	\$ 219,035	\$ 225,053	\$ 234,384	\$ 244,550	\$ 255,924	\$ 1,178,946
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>1</b> Total Operating Costs	\$ 1,387,169	\$ 1,414,195	\$ 1,443,840	\$ 1,472,950	\$ 1,505,338	\$ 7,223,492
<b>Maintenance Costs</b>						
Parts	\$ 23,775	\$ 25,423	\$ 26,479	\$ 27,581	\$ 28,731	\$ 131,988
Tires	\$ 8,050	\$ 8,608	\$ 8,965	\$ 9,339	\$ 9,728	\$ 44,690
Supplies	\$ 3,182	\$ 3,402	\$ 3,544	\$ 3,691	\$ 3,845	\$ 17,663
Outside Services	\$ 7,361	\$ 7,872	\$ 8,199	\$ 8,540	\$ 8,896	\$ 40,867
Rebuilds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b> Total Maintenance Costs	\$ 42,368	\$ 45,304	\$ 47,186	\$ 49,150	\$ 51,200	\$ 235,209

**FORM C-II A**  
**OPTION A: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Administration Costs</u>						
	Corporate Support	\$ 106,223	\$ 83,852	\$ 85,279	\$ 86,718	\$ 88,456	\$ 450,528
	Business License & Taxes	\$ 2,030	\$ 2,091	\$ 2,154	\$ 2,218	\$ 2,284	\$ 10,777
	Office Supplies	\$ 4,488	\$ 4,632	\$ 4,776	\$ 4,920	\$ 5,064	\$ 23,880
3	Total Administration Costs	\$ 112,741	\$ 90,575	\$ 92,209	\$ 93,856	\$ 95,804	\$ 485,185
	<u>Maintenance / Operating Facilities</u>						
	Facility	\$ 62,496	\$ 64,500	\$ 66,516	\$ 68,532	\$ 70,548	\$ 332,592
	Utilities	\$ 12,840	\$ 13,224	\$ 13,620	\$ 14,028	\$ 14,448	\$ 68,160
	Communications Cost	\$ 17,244	\$ 17,772	\$ 18,300	\$ 18,840	\$ 19,416	\$ 91,572
4	Total Maintenance/Operating Facilities Costs	\$ 92,580	\$ 95,496	\$ 98,436	\$ 101,400	\$ 104,412	\$ 492,324
	<u>Profit</u>						
	Profit	\$ 60,171	\$ 63,919	\$ 64,766	\$ 65,771	\$ 66,348	\$ 320,974
5	Total Profit	\$ 60,171	\$ 63,919	\$ 64,766	\$ 65,771	\$ 66,348	\$ 320,974
	<u>Other Capital Costs</u>						
	Support/Lunch Veh	\$ 1,968	\$ 1,968	\$ 1,977	\$ -	\$ -	\$ 5,913
	Shop Tools	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,960	\$ 59,864
	Office Equipment	\$ 8,508	\$ 8,508	\$ 8,508	\$ 7,368	\$ 7,352	\$ 40,244
	Phone System	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,405	\$ 11,909
6	Total Other Capital Costs	\$ 24,828	\$ 24,828	\$ 24,837	\$ 21,720	\$ 21,717	\$ 117,929

**FORM C-II A**  
**OPTION A: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Insurance Costs</u>						
	Bond	\$ 10,053	\$ 10,053	\$ 6,559	\$ 6,683	\$ 6,826	\$ 40,174
	General Liability	\$ 14,558	\$ 14,506	\$ 14,530	\$ 14,554	\$ 14,583	\$ 72,731
	Auto Liability	\$ 57,278	\$ 57,762	\$ 58,252	\$ 58,746	\$ 59,245	\$ 291,283
7	Total Insurance Costs	\$ 81,889	\$ 82,321	\$ 79,341	\$ 79,983	\$ 80,654	\$ 404,188
	<u>Startup Costs</u>						
	Startup Costs	\$ 89,698	\$ -	\$ -	\$ -	\$ -	\$ 89,698
8	Total Startup Costs	\$ 89,698	\$ -	\$ -	\$ -	\$ -	\$ 89,698
	<u>Other Costs</u>						
	Interest	\$ 11,979	\$ 9,012	\$ 8,137	\$ 7,330	\$ 6,569	\$ 43,027
	Employee Hiring and Training	\$ 6,073	\$ 12,008	\$ 12,386	\$ 12,761	\$ 13,136	\$ 56,363
9	Total Other Costs	\$ 18,052	\$ 21,020	\$ 20,523	\$ 20,091	\$ 19,705	\$ 99,390
10	TOTAL COSTS (sum lines 1 - 9)	\$ 1,909,496	\$ 1,837,657	\$ 1,871,138	\$ 1,904,920	\$ 1,945,178	\$ 9,468,390
11	<b>BASE PACKAGE - PROJECTED HOURS OF SERVICE</b>	36,550	36,550	36,550	36,550	36,550	
12	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>	\$ 52.24	\$ 50.28	\$ 51.19	\$ 52.12	\$ 53.22	

<b>FIRM REPRESENTATIVE:</b> _____  <b>SIGNATURE:</b> _____	<b>DATE:</b> _____  <b>FIRM NAME:</b> _____
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**FORM C-II B**

**OPTION B: Cost Component Detail**

DIRECTIONS:

Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Operating Costs</u>						
Driver Wages	\$ 437,916	\$ 444,194	\$ 454,122	\$ 463,715	\$ 473,644	\$ 2,273,591
Management Wages	\$ 68,640	\$ 69,670	\$ 70,715	\$ 71,775	\$ 72,852	\$ 353,652
Supervisor / Dispatch Wages	\$ 169,119	\$ 172,022	\$ 174,956	\$ 177,924	\$ 180,923	\$ 874,943
Mechanic Wages	\$ 134,701	\$ 140,109	\$ 142,657	\$ 144,637	\$ 147,366	\$ 709,469
Utility Wages	\$ 22,037	\$ 24,486	\$ 24,853	\$ 25,226	\$ 25,604	\$ 122,206
Other Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel (Revenue Vehicles)	\$ 192,850	\$ 192,850	\$ 192,850	\$ 192,850	\$ 192,850	\$ 964,250
Fuel (Support/Lunch Veh)	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026	\$ 9,557
Employee Fringes, benefits	\$ 197,111	\$ 202,049	\$ 210,069	\$ 218,905	\$ 228,724	\$ 1,056,859
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>1</b> Total Operating Costs	<u>\$ 1,224,174</u>	<u>\$ 1,247,233</u>	<u>\$ 1,272,132</u>	<u>\$ 1,296,999</u>	<u>\$ 1,323,989</u>	<u>\$ 6,364,527</u>
<u>Maintenance Costs</u>						
Parts	\$ 18,210	\$ 19,460	\$ 20,264	\$ 21,103	\$ 21,980	\$ 101,016
Tires	\$ 6,416	\$ 6,856	\$ 7,140	\$ 7,435	\$ 7,744	\$ 35,591
Supplies	\$ 2,536	\$ 2,710	\$ 2,822	\$ 2,939	\$ 3,061	\$ 14,067
Outside Services	\$ 5,867	\$ 6,270	\$ 6,529	\$ 6,799	\$ 7,082	\$ 32,547
Rebuilds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b> Total Maintenance Costs	<u>\$ 33,029</u>	<u>\$ 35,296</u>	<u>\$ 36,754</u>	<u>\$ 38,276</u>	<u>\$ 39,867</u>	<u>\$ 183,221</u>

**FORM C-II B**  
**OPTION B: Cost Component Detail (Continued)**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Administration Costs</u>						
	\$ 94,319	\$ 74,171	\$ 75,360	\$ 76,562	\$ 78,032	\$ 398,444
	\$ 2,030	\$ 2,091	\$ 2,154	\$ 2,218	\$ 2,284	\$ 10,777
	\$ 3,684	\$ 3,804	\$ 3,924	\$ 4,044	\$ 4,164	\$ 19,620
3	\$ 100,033	\$ 80,066	\$ 81,438	\$ 82,824	\$ 84,480	\$ 428,841
<u>Maintenance / Operating Facilities</u>						
	\$ 62,496	\$ 64,500	\$ 66,516	\$ 68,532	\$ 70,548	\$ 332,592
	\$ 11,916	\$ 12,276	\$ 12,648	\$ 13,032	\$ 13,428	\$ 63,300
	\$ 18,144	\$ 18,696	\$ 19,260	\$ 19,836	\$ 20,436	\$ 96,372
4	\$ 92,556	\$ 95,472	\$ 98,424	\$ 101,400	\$ 104,412	\$ 492,264
<u>Profit</u>						
	\$ 52,357	\$ 54,450	\$ 55,219	\$ 56,044	\$ 56,989	\$ 275,058
5	\$ 52,357	\$ 54,450	\$ 55,219	\$ 56,044	\$ 56,989	\$ 275,058
<u>Other Capital Costs</u>						
	\$ 1,968	\$ 1,968	\$ 1,977	\$ -	\$ -	\$ 5,913
	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,960	\$ 59,864
	\$ 8,508	\$ 8,508	\$ 8,508	\$ 7,368	\$ 7,352	\$ 40,244
	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,405	\$ 11,909
6	\$ 24,828	\$ 24,828	\$ 24,837	\$ 21,720	\$ 21,717	\$ 117,929

**FORM C-II B**  
**OPTION B: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Insurance Costs</u>						
	Bond	\$ 8,836	\$ 8,836	\$ 5,733	\$ 5,836	\$ 5,957	\$ 35,198
	General Liability	\$ 11,713	\$ 11,662	\$ 11,682	\$ 11,702	\$ 11,726	\$ 58,485
	Auto Liability	\$ 45,651	\$ 46,038	\$ 46,428	\$ 46,822	\$ 47,220	\$ 232,161
7	Total Insurance Costs	\$ 66,200	\$ 66,536	\$ 63,843	\$ 64,361	\$ 64,904	\$ 325,844
	<u>Startup Costs</u>						
	Startup Costs	\$ 83,471	\$ -	\$ -	\$ -	\$ -	\$ 83,471
8	Total Startup Costs	\$ 83,471	\$ -	\$ -	\$ -	\$ -	\$ 83,471
	<u>Other Costs</u>						
	Interest	\$ 11,195	\$ 8,347	\$ 7,472	\$ 6,665	\$ 5,904	\$ 39,583
	Employee Hiring and Training	\$ 5,220	\$ 10,289	\$ 10,615	\$ 10,935	\$ 11,257	\$ 48,317
9	Total Other Costs	\$ 16,415	\$ 18,636	\$ 18,087	\$ 17,600	\$ 17,161	\$ 87,900
10	TOTAL COSTS (sum lines 1 - 9)	\$ 1,693,063	\$ 1,622,517	\$ 1,650,733	\$ 1,679,223	\$ 1,713,519	\$ 8,359,056
11	<b>BASE PACKAGE - PROJECTED HOURS OF SERVICE</b>	29,050	29,050	29,050	29,050	29,050	
12	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>	\$ 58.28	\$ 55.85	\$ 56.82	\$ 57.80	\$ 58.99	

<b>FIRM REPRESENTATIVE:</b> _____	<b>DATE:</b> _____
<b>SIGNATURE:</b> _____	<b>FIRM NAME:</b> _____

**FORM C-II C**

**OPTION C: Cost Component Detail**

DIRECTIONS: Enter detailed costs by line-item. Insert additional /Remove lines as needed. Do not combine lines listed below.

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL COST ALL YEARS
<u>Operating Costs</u>						
Driver Wages	\$ 623,384	\$ 635,347	\$ 650,153	\$ 666,403	\$ 681,695	\$ 3,256,983
Management Wages	\$ 68,640	\$ 69,670	\$ 70,715	\$ 71,775	\$ 72,852	\$ 353,652
Supervisor / Dispatch Wages	\$ 169,119	\$ 172,022	\$ 174,956	\$ 177,924	\$ 180,923	\$ 874,943
Mechanic Wages	\$ 159,503	\$ 167,305	\$ 169,919	\$ 172,778	\$ 175,685	\$ 845,190
Utility Wages	\$ 26,526	\$ 29,474	\$ 29,916	\$ 30,364	\$ 30,820	\$ 147,100
Other Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fuel (Revenue Vehicles)	\$ 280,735	\$ 280,735	\$ 280,735	\$ 280,735	\$ 280,735	\$ 1,403,675
Fuel (Support/Lunch Veh)	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026	\$ 9,557
Employee Fringes, benefits	\$ 248,692	\$ 257,310	\$ 267,763	\$ 279,863	\$ 292,666	\$ 1,346,294
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>1</b> Total Operating Costs	<u>\$ 1,578,399</u>	<u>\$ 1,613,717</u>	<u>\$ 1,646,068</u>	<u>\$ 1,681,809</u>	<u>\$ 1,717,402</u>	<u>\$ 8,237,394</u>
<u>Maintenance Costs</u>						
Parts	\$ 26,578	\$ 28,413	\$ 29,591	\$ 30,821	\$ 32,105	\$ 147,507
Tires	\$ 9,139	\$ 9,769	\$ 10,174	\$ 10,597	\$ 11,039	\$ 50,718
Supplies	\$ 3,612	\$ 3,861	\$ 4,021	\$ 4,189	\$ 4,363	\$ 20,046
Outside Services	\$ 8,357	\$ 8,934	\$ 9,304	\$ 9,691	\$ 10,095	\$ 46,380
Rebuilds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b> Total Maintenance Costs	<u>\$ 47,685</u>	<u>\$ 50,977</u>	<u>\$ 53,090</u>	<u>\$ 55,298</u>	<u>\$ 57,602</u>	<u>\$ 264,652</u>

**FORM C-II C**  
**OPTION C: Cost Component Detail (Continued)**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
<u>Administration Costs</u>						
	\$ 119,769	\$ 95,274	\$ 96,829	\$ 98,604	\$ 100,543	\$ 511,020
	\$ 2,057	\$ 2,119	\$ 2,183	\$ 2,248	\$ 2,315	\$ 10,922
	\$ 4,992	\$ 5,148	\$ 5,304	\$ 5,460	\$ 5,628	\$ 26,532
3	\$ 126,818	\$ 102,541	\$ 104,316	\$ 106,312	\$ 108,486	\$ 548,474
<u>Maintenance / Operating Facilities</u>						
	\$ 62,496	\$ 64,500	\$ 66,516	\$ 68,532	\$ 70,548	\$ 332,592
	\$ 14,676	\$ 15,120	\$ 15,576	\$ 16,044	\$ 16,524	\$ 77,940
	\$ 19,584	\$ 20,172	\$ 20,784	\$ 21,408	\$ 22,056	\$ 104,004
4	\$ 96,756	\$ 99,792	\$ 102,876	\$ 105,984	\$ 109,128	\$ 514,536
<u>Profit</u>						
	\$ 67,653	\$ 72,541	\$ 73,313	\$ 73,965	\$ 75,003	\$ 362,475
5	\$ 67,653	\$ 72,541	\$ 73,313	\$ 73,965	\$ 75,003	\$ 362,475
<u>Other Capital Costs</u>						
	\$ 1,968	\$ 1,968	\$ 1,977	\$ -	\$ -	\$ 5,913
	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,976	\$ 11,960	\$ 59,864
	\$ 9,024	\$ 9,024	\$ 9,024	\$ 7,884	\$ 7,864	\$ 42,820
	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,376	\$ 2,405	\$ 11,909
6	\$ 25,344	\$ 25,344	\$ 25,353	\$ 22,236	\$ 22,228	\$ 120,505



**FORM C-II C**  
**OPTION C: Cost Component Detail (Continued)**

		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL COST ALL YEARS</u>
	<u>Insurance Costs</u>						
	Bond	\$ 11,346	\$ 11,346	\$ 7,432	\$ 7,578	\$ 7,738	\$ 45,440
	General Liability	\$ 16,518	\$ 16,466	\$ 16,492	\$ 16,521	\$ 16,553	\$ 82,550
	Auto Liability	\$ 65,024	\$ 65,574	\$ 66,130	\$ 66,691	\$ 67,258	\$ 330,675
7	Total Insurance Costs	\$ 92,888	\$ 93,385	\$ 90,053	\$ 90,790	\$ 91,549	\$ 458,665
	<u>Startup Costs</u>						
	Startup Costs	\$ 95,216	\$ -	\$ -	\$ -	\$ -	\$ 95,216
8	Total Startup Costs	\$ 95,216	\$ -	\$ -	\$ -	\$ -	\$ 95,216
	<u>Other Costs</u>						
	Interest	\$ 12,937	\$ 9,835	\$ 8,949	\$ 8,120	\$ 7,342	\$ 47,183
	Employee Hiring and Training	\$ 6,906	\$ 13,668	\$ 14,100	\$ 14,526	\$ 14,952	\$ 64,152
9	Total Other Costs	\$ 19,843	\$ 23,503	\$ 23,049	\$ 22,646	\$ 22,294	\$ 111,335
10	TOTAL COSTS (sum lines 1 - 9)	\$ 2,150,603	\$ 2,081,801	\$ 2,118,118	\$ 2,159,039	\$ 2,203,692	\$ 10,713,253
11	<b>BASE PACKAGE - PROJECTED HOURS OF SERVICE</b>	41,550	41,550	41,550	41,550	41,550	
12	<b>PROPOSED HOURLY RATE(S) (divide line 10 by line 11)</b>	\$ 51.76	\$ 50.10	\$ 50.98	\$ 51.96	\$ 53.04	

<b>FIRM REPRESENTATIVE:</b>	_____	<b>DATE:</b>	_____
<b>SIGNATURE:</b>	_____	<b>FIRM NAME:</b>	_____

**Ventura County Transportation Commission  
Vehicle Lease Agreement**

**THIS AGREEMENT BETWEEN** the Ventura County Transportation Commission, (hereinafter “VCTC”) and MV Transportation, Inc., a California corporation, (hereinafter referred to as Contractor) is made an entered into as of \_\_\_\_\_, 2014. Within this Agreement, the term “Parties” shall mean VCTC and the Contractor.

**WHEREAS** VCTC and Contractor have entered into an Agreement for Provision of Fixed Route, Dial-a-ride and ADA Paratransit Services for the period between March 2, 2015 and March 1, 2020; and

**WHEREAS**, VCTC has purchased fourteen (15) transit vehicles for the provision of Fixed Route, Dial-a-ride and ADA Paratransit for the Heritage Valley (hereinafter “Vehicle(s)"); and

**WHEREAS**, VCTC agrees to make the Vehicles available for use by Contractor in providing Fixed Route, Dial-a-ride and ADA Paratransit Services for VCTC’s Heritage Valley Transit Services program (“VCTC Transportation Services Program(s)” herein) in accordance with and subject to the terms of the Current Transit Services Agreements; and

**WHEREAS** the intent of this Agreement is solely to provide for the lease of vehicles to be used by Contractor in the performance of its obligations under the Current Heritage Valley Transit Service and is not intended to amend or modify the Current Heritage Valley Transit Service Agreement.

**NOW THEREFORE** the Parties do agree as follows:

1. Vehicle(s) Acceptance

VCTC agrees to lease fifteen (15) Vehicle(s) listed on the Vehicle Schedule (Attachment A) to Contractor in accordance with the terms set forth in this Agreement. Upon delivery of the Vehicle(s), the parties will jointly execute a vehicle acceptance document specifying the condition of the Vehicle(s). Contractor shall assume all risk and responsibility for the Vehicle(s) thereafter until returned to VCTC. Vehicle(s) shall be returned to VCTC in the same condition as originally delivered, except for ordinary wear and tear. “Ordinary wear and tear” shall be as defined in Section 18 (below) as solely determined by VCTC.

2. Use of Vehicle(s)

Contractor will operate the Vehicle(s) in compliance with all applicable laws and regulations, including traffic regulations, and municipal ordinances in effect and applicable to the VCTC Transportation Services Program within the VCTC Transportation Services Program service Area. Contractor shall use or cause the Vehicle(s) to be used in performance of its obligations set forth in the Current Service and Equipment Agreements between the parties.

VCTC MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE VEHICLE(S) AND EXPRESSLY DISCLAIMS ANY EXPRESS WARRANTY, IMPLIED WARRANTY OR ANY RESPONSIBILITY RELATING TO THE FITNESS OR CONDITION OF ANY VEHICLE OR ANY VEHICLE'S FITNESS FOR ANY PURPOSE PROVIDED HEREUNDER. CONTRACTOR SHALL WORK WITH MANUFACTURER FOR ANY APPLICABLE WARRANTY.

3. Term

The term of this Agreement shall be from \_\_\_\_\_, 2014 through the termination of the Current Heritage Valley Transit Services Agreements, or for a longer period in the event such longer period is forth in any new agreement between the parties regarding VCTC Transportation Services Programs, unless terminated earlier in accordance with this Agreement or extended by amendment to this Agreement.

4. Assignment

Except as outlined in Section 3, this Agreement may not be assigned. Vehicle(s) may be operated only by employees of Contractor.

5. Possession of Vehicle(s)

Contractor shall not be entitled to use of the Vehicle(s) until Contractor has delivered to VCTC and VCTC has approved each of the following documents:

- a. Verification of Business Auto, General Liability and Workers' Compensation insurance covering all Vehicle(s) leased to Contractor, in accordance with the terms provided in the Current Service and Equipment Agreements;
- b. a fully executed copy of this Lease Agreement with VCTC;
- c. a separate acknowledgement of the required maintenance and repair schedule and program for the vehicle(s) which, at a minimum, meet the requirements of Section 8 and Attachment D;
- d. the lease payment amount; and
- e. a plan and timeline for equipping all Vehicle(s) with Contractor's required radio and other communication devices, decaling Vehicle(s) identifying the Contractor and displaying required PUC number and placing wheelchair access decal markings on the Vehicle(s) and any other legally required signage. Such timeline shall specify that the identification shall be completed no later than 30 days following the receipt of delivery of each Vehicle.

6. Records.

Contractor shall be required to prepare and keep Vehicle files by Vehicle number documenting all Vehicle(s) maintenance including, without limitation, preventative maintenance, scheduled maintenance, inspections, parts usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of this Agreement and a copy thereof shall be

provided to VCTC upon request and upon termination of this Agreement. VCTC shall have unrestricted access to all Vehicle maintenance records during planned or unannounced visits or inspections of the Contractor's facilities for the duration of this Agreement. Contractor shall maintain all records generated in the performance of this Lease and the VCTC Transportation Services Program for a period of at least three (3) years after the end of the lease term. Any violation of the provision of this Section will be considered a material breach of the lease and subject to Contractor to all remedies for breach available under law, including, but not limited to, termination of the Agreement.

7. Lease payments

In consideration of the terms of this Agreement and the rental of vehicle(s) hereunder, Contractor agrees to pay VCTC, an annual lease payment of \$1.00 per vehicle per year and such additional rent that may be assessed in accordance with Section 8 of this Agreement. Contractor's initial lease payment shall be made upon the effective date of this Agreement, and annually on the anniversary date of the effective date thereafter.

8. Maintenance program

Within seven (7) days of receipt of the first Vehicle, Contractor shall submit to VCTC acknowledgement of the Required Vehicle Maintenance & Repair Program requirements which will indicate Contractor's agreement to implement said comprehensive preventative maintenance (PM) program for the Vehicle(s). Failure to comply with this requirement shall be grounds for immediate termination of this Agreement and immediate repossession of the Vehicle(s). The maintenance program to be implemented by Contractor shall meet or exceed the manufacturer's recommended or specified guidelines and shall include the maintenance of all add-on equipment, if any, supplied with the Vehicle(s). When maintenance requirements are specified by the manufacturer for different service categories (such as "normal service" and "severe service"), the most stringent and severe service guidelines shall be used. Contractor and VCTC shall meet to review severe service guidelines on a component-by-component basis. Contractor shall maintain the vehicle(s) in accordance with the specified program.

All parts and materials, including lubricants and fuel, used in maintaining or operating the Vehicle(s) shall be in accordance with the Vehicle(s) manufacturer's specifications for said parts and materials.

Contractor shall provide at its sole cost:

- a. Fuel, lubricants, tires, tubes and all other operating supplies necessary for the Vehicle(s);
- b. Maintenance and repairs including all labor and parts required to keep the Vehicle(s) in good operating condition;
- c. Regular exterior and interior washing and cleaning;
- d. Road service for mechanical failures;
- e. Repair of all damages to vehicle including that caused by accidents, vandalism, etc.

All repairs and maintenance shall be performed by personnel who have demonstrated the experience and skill necessary to perform the work, which shall be performed in a workmanlike manner to the generally accepted industry standard of quality. Contractor will be solely responsible for the quality of all repairs and maintenance.

VCTC reserves the right to enter on the property of Contractor or any location where the Vehicle(s) may be parked during scheduled or unscheduled visits to inspect the Vehicle(s) and VCTC may require the immediate repair thereof if the condition of the Vehicle(s) is not satisfactory. In lieu of the above, VCTC may elect to perform, or have performed, the services and or repairs required and assess the costs thereof against Contractor as additional rent. Nothing herein shall relieve Contractor of its obligation to properly maintain the Vehicle(s).

Contractor agrees that each VCTC-owned vehicle shall be surrendered to VCTC's authorized representative for complete mechanical/appearance inspection when requested. These inspections shall be conducted at least twice per year per Vehicle. These inspections may be in addition to any other state or federally required inspections.

In most cases VCTC shall notify Contractor by Monday, the week prior to inspection, of the date and the Vehicle(s) to be surrendered for inspection. Contractor shall arrange to deliver requested Vehicle(s) to VCTC's designated representative within the County of Ventura at the appointed date/time (or within 40 mile radius of the Contractor's facility located at \_\_\_\_\_). Contractor shall be called upon completion of inspection so that within 24 hours of notification, Contractor may call for vehicle. Arrangements for delivering vehicle for inspection shall be handled by Contractor and costs associated with such shall be borne by Contractor. VCTC at its sole discretion and with the cooperation of Contractor may conduct some or all inspections at Contractor's facility. In such case, Contractor agrees to cooperate fully with VCTC and its representative and agrees to furnish necessary equipment to perform such inspection. Such equipment shall be limited to that equipment as used by Contractor to safely and effectively maintain said Vehicle(s).

Contractor agrees that failure to deliver designated Vehicle on the appointed date/time may result in the imposition of liquidated damages of \$300 per day until Vehicle is delivered for inspection. Any damages assessed against Contractor through said method will be deducted from monies owed to Contractor from services provided under its Service Agreement with VCTC.

Upon completion of inspection, VCTC shall forward to Contractor a list of deficiencies, which may have been identified to VCTC by its inspector. Contractor agrees to correct all deficiencies immediately-usually within seven (7) days of notification. Contractor may request an extended timeframe to effect repairs prior to next re-inspection. Any decision to extend re-inspection(s) will be at the sole discretion of VCTC. If, upon re-inspection deficiencies have not been corrected, Contractor agrees to pay \$300 per day per deficiency to VCTC until said deficiencies have been corrected. Any damages assessed against Contractor through this method will be deducted from monies owed to Contractor for services provided under its Agreement for Provision of Transportation Services with VCTC.

The assessment by VCTC of any liquidated damages under the lease agreement or Agreement for Provision of Transportation Services shall not release Contractor from its responsibilities or absolve it from any further remedy enacted by VCTC, including termination of the Agreement.

9. Transfer of Vehicle

Contractor shall not transfer, lease, or otherwise dispose of the Vehicle(s) during the term of this Lease Agreement without the written approval of VCTC or its designee. If Contractor violates any provision of this Agreement, VCTC may terminate this Agreement as to said vehicle(s) and transfer use of the Vehicle(s) to another Contractor.

Contractor agrees to be bound to the terms and conditions of the Vehicle Transfer Agreement, included as an attachment herein. The Vehicle Transfer Agreement shall, upon termination of this agreement, govern the transfer of the Vehicle(s) from Contractor to another Contractor.

10. Vehicle(s) Safety Inspection

Contractor shall be responsible for compliance with any state or federal vehicle inspection programs. The costs of said inspections and any maintenance or repairs required to comply with said inspections shall be the responsibility of Contractor.

11. Obligations of Contractor

Contractor, in relation to the lease of the vehicle(s), shall:

- a. For the term of the lease, maintain and repair or cause the vehicle(s) to be maintained and repaired as specified herein and in a manner that will assure safe and reliable transportation to VCTC passengers.
- b. Operate or cause the vehicle(s) to be operated in a safe manner consistent with all applicable provisions of Federal, State and local laws.
- c. In writing, report to VCTC within seven (7) days any occurrence that will prevent compliance with this section (e.g., accident rendering the vehicle inoperative, mechanical deterioration to the extent that repair is not feasible).
- d. Ensure proper maintenance and repair are performed on the vehicle(s) and that the costs of such maintenance and repairs are borne by the Contractor.
- e. [not used]
- f. Unless otherwise authorized by VCTC in writing, within five (5) days after termination of this Lease Agreement or at the end of the lease term, return the vehicle(s) in the same condition as received, ordinary wear and tear excepted, to VCTC or VCTC's authorized representative at a location to be designated by VCTC (not to exceed a 40 mile radius of the Contractor's facility of \_\_\_\_\_). Contractor is responsible for all cost incurred in the relocation of the vehicle(s) to a location identified by VCTC.
- g. Contractor agrees to fully cooperate with VCTC and any successor Contractor in the transfer of vehicles to a successor Contractor in a manner that will allow for

the smooth and uninterrupted operation of VCTC's Transportation Services Program.

12. Default

A. Contractor shall be in immediate default of this agreement if any of the following events occur:

1. Contractor or Contractor's property are the subject of a proceeding in bankruptcy, receivership or insolvency or Contractor makes an assignment for the benefit of creditors.
2. Contractor fails to comply with the insurance provisions of this agreement and/or the Current Service and Equipment Agreements.

B. Contractor shall be in default of this agreement if any of the following events occur and remain uncured following ten (10) day written notice to Contractor:

1. Contractor fails to comply with any material term or condition of this agreement, including and without limitation, the maintenance and repair requirements.
2. Contractor fails to answer traffic summons or pay fines when due.
3. Contractor fails to keep the Vehicle(s) free of liens and encumbrances.
4. The Vehicle(s) is used for illegal purposes or driven by a person not in possession of the proper credentials or state drivers' license.

13. Remedies

In the event that Contractor is in breach or default of this agreement, VCTC may at its election, enter into Contractor's premises and without further notice or demand take possession of some or all the Vehicle(s), and remove them from Contractor's premises without prejudice to any other remedies both parties may have under any agreement or at law or equity. Upon such repossession VCTC shall have the right to inspect said Vehicle(s) and make any necessary repairs to said Vehicle(s) and assess the costs thereof against Contractor as additional rent.

14. Indemnification

In addition to the indemnification requirements of the Current Service and Equipment Agreements, Contractor shall indemnify, defend and hold harmless VCTC and its officers, agents and employees from and against any and all suits, claims, actions, losses, penalties, and damages of whatsoever kind or nature, (including fines for traffic and parking violations) arising out of or in any way incident to or in connection with, the use, condition or operation of the Vehicle(s) hereunder, including without limitation, damage of any kind to the Vehicle(s), to third parties, and to property during the term of this agreement. Contractor shall defend VCTC in all legal or claim proceedings arising out of or in connection with or in any way incident to the use or operation of the Vehicle(s), pay all costs of defense including attorney's fees, witness fees, and costs incurred directly or indirectly on account of said litigation or claim and satisfy any

judgment rendered in connection therewith and/or to pay the costs of settling said litigation or claim.

15. Insurance

Contractor shall, at all times maintain insurance, in such amounts and as required in the Current Service and Equipment Agreements covering the Vehicle(s) and its operation and provide proof of said insurance to VCTC including Certificates of Insurance as required therein.

16. Theft or Destruction of Vehicle(s)

Contractor shall be solely responsible for and indemnify VCTC against any and all loss associated with the theft or destruction of the Vehicle(s) or the rendering of the Vehicle(s) unsuitable for use (as determined by VCTC) due to fire, riot, insurrection, act of God, accident, or theft.

17. No Property Interest in Vehicle(s)

Vehicle(s) shall be titled by VCTC in VCTC's name. Contractor shall acquire no property interest in the Vehicle(s) by virtue of, or operation of, this Agreement and they shall remain the property of VCTC throughout the term of this Agreement. Contractor shall not disturb, remove or obstruct property tags or labels affixed to or on the Vehicle(s) by VCTC. After taking delivery of the vehicle(s), Contractor shall be responsible to register the vehicle(s) as Lessee thereof and pay all costs of registration and to comply with all official markings and decals as required by VCTC. Contractor shall be responsible for annual vehicle registration fees and costs of keeping current with Department with Motor Vehicles.

18. Ordinary Wear and Tear

Vehicle(s) shall be returned to VCTC in the same condition as originally delivered, except for ordinary wear and tear. Ordinary wear and tear is the result of normal operating conditions with routine preventative maintenance. Normal operating conditions excludes collisions with other vehicles or objects. Proper preventative maintenance must comply with vehicle manufacturer recommended guidelines and standards for the most severe or stringent level specified.

The following shall not be considered ordinary wear and tear:

- Scratch(s) in excess of 4.0 inches in length that break the paint or surface of any body panel, lens, body molding, or window trim
- Four (4) or more consecutive scratches within 1.0 inch of each occurrence of 1.0 inch length that break the paint or surface of any body panel, lens, body molding, or window trim
- Dent(s) in excess of 4.0 inches in diameter to any body panel or body molding
- Four (4) or more consecutive dents within 1.0 inch of each occurrence of 1.0 inch diameter or greater per body panel or bumper
- Hole(s) in frame, any sheet metal, or body panel, including holes caused by rust or



unauthorized modification

- Less than 6/32 of an inch tire tread depth in any groove except the outer grooves
- Any tire with internal belts or casing showing
- Any tire with size or rating that differs from original equipment
- Mismatched, bent, cracked or broken wheels, wheel covers, or trim rings
- Tire side wall damage or repair plugs
- Any tire damage affecting the ability to recap the casing
- Elongation of any wheel lug hole
- Any missing wheel lug nut
- Stains, cuts, or tears to upholstery in excess of 0.5 inch
- Burn holes in upholstery or gouges in any interior surface in excess of 0.125 inch
- Brake wear of greater than 70% of original disk or pad depth
- Unrepaired glass chip or crack in excess of 1.0 inch in diameter or length
- Paint damage due to organic fallout (insect decomposition, bird droppings)
- Paint damage due to Contractor applied decals NOT authorized by VCTC
- Holes drilled in the vehicle body (except as authorized by VCTC)
- Stone chips of greater than 1.0 inch in diameter
- Dent(s) in excess of 4.0 inches in diameter to any bumper
- Any hole, crack, tear or damage through any bumper
- Any modification that voids the original equipment manufacturer's warranty
- Any repair or existing condition not meeting the manufacturer's specifications, for instance excessive play in the steering column
- Poor repairs or alterations that detract from the overall appearance of the vehicle
- All broken or missing parts
- Any repair or alteration that detracts from the safety of the vehicle
- Any damage or condition affecting the safe operation of the vehicle

19. Notices under this Agreement should be delivered to:

For VCTC:

Darren M. Kettle, Executive Director  
Ventura County Transportation  
Commission  
950 County Square Drive, Suite 207  
Ventura, California 93003

For MV Transportation, Inc.:

Office of the General Counsel  
MV Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, Texas, 75206

20. Attachments

This Agreement includes the following attachments which are incorporated as if set forth herein.

- A. Schedule of Vehicles
- B. Current Service and Equipment Agreements

- C. Agreement On The Standards and Procedures For Lessee Transfer of VCTC-Owned Vehicles
- D. Required Maintenance and Repair Program: including Manufacturer's Maintenance Manual and Contractor's proposed maintenance program.

IN WITNESS HEREOF, the parties hereto have caused this this Agreement to be executed by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_ 2014. Each party represents to the other party that this Agreement has been executed by a duly authorized agent of the party so representing.

COMMISSION: VENTURA COUNTY TRANSPORTATION COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Peter Foy, Chairperson

CONTRACTOR: MV TRANSPORTATION, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 David Brown, Chief Financial Officer

ATTEST:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Clerk of the Commission

APPROVED AS TO FORM:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Steven Mattas, General Counsel  
 Commission

APPROVED AS TO CONTENT:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Darren Kettle, Executive Director  
 Commission

2341997.1

**Heritage Valley Transit Services Agreement**  
**Exhibit “F”**  
**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**

**Termination for Convenience** - The VCTC, by written notice, may terminate this contract,

in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **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 disbarred, 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 subrecipients 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 subrecipient 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.