### **Item 8L Attachment**

## AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND INNOVATIVE TDM SOLUTIONS FOR DATABSE MANAGEMENT SERVICES

This is Agreement by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and Innovative TDM Solutions hereinafter referred to as CONTRACTOR, to provide database management services as outlined in their proposal dated May 22, 2019.

VCTC and CONTRACTOR agree as follows:

### 1. STATEMENT OF AGREEMENT

VCTC hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to provide database management services. Contractor shall perform those services on the terms and conditions herein described, and as set forth in Attachment A, Scope of Work, to this Agreement. CONTRACTOR hereby affirms that it has the professional qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof.

### 2. DESCRIPTION OF SERVICES

The services to be performed by CONTRACTOR are those set forth in Attachment A, Scope of Work, and further clarified in Attachment B, Proposal dated May 22, 2019 of this Agreement. In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONTRACTOR shall be performed in a good and workmanlike manner.

### 3. COMPENSATION

- 3.1 The total compensation payable by VCTC to CONTRACTOR for the above stated services is not to exceed \$94,843.00 for the period beginning July 1, 2019 and concluding October 31, 2020. The VCTC shall not be obligated to pay CONTRACTOR for costs incurred in excess of this amount unless received in writing and agreed to by VCTC prior to the commencement of the work.
- 3.2 CONTRACTOR will invoice VCTC by completed task deliverables in accordance with the amended price proposal in Attachment 2 to this agreement. VCTC will pay CONTRACTOR within thirty (30) days of approved receipt of invoice. Each invoice shall be supported by an itemized statement of costs as specified in Contractor's Proposal and claimed to have been incurred by CONTRACTOR and its subcontractors in the performance of the Agreement during the period covered by each invoice. Costs in excess of those specified in the Contractor's Proposal in Attachment 2 shall not be eligible for reimbursement.

### 4. PROGRESS AND COMPLETION

CONTRACTOR shall commence work on the services to be performed upon full execution of this Agreement and shall consider full execution of this Agreement as Notice to Proceed. All services shall be completed in accordance with the Contractor's schedule, adjusted for start date, contained Attachment B to this Agreement. Deviations from the schedule shall be approved by VCTC and all work under this agreement is to be completed within eighteen months of the commencement date.

### 5. ASSIGNMENT AND SUBCONTRACTING

- 5.1 This Agreement is for professional services and CONTRACTOR may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.
- 5.2 CONTRACTOR shall complete all work under this Agreement and as set forth in Attachment A. Contractor may assign duties to another contractor or to any subcontractor only upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

### 6. RELATIONSHIP OF THE PARTIES

CONTRACTOR is, and at all times retains the status of, an independent contractor and shall represent the will of VCTC only as to the results of the subject matter of this Agreement, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONTRACTOR shall have complete control and responsibility over the details and performance of the services herein required to complete the Agreement, and in no event shall CONTRACTOR be considered an officer, agent, servant or employee of VCTC.

### 7. KEY PERSONNEL

Mr. Bill McCaughey, project Manager is considered essential to the work being performed under this Agreement; substitution for this individual will not be made without the prior written consent of the VCTC.

### 8. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Coverage shall not be canceled, except with 30 days' notice to the VCTC.

### **Waiver of Subrogation**

Consultant hereby grants to VCTC a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### **Special Risks or Circumstances**

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Deductibles and Self-Insured Retentions**

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and must disclose the deductible.

### 9. PERMITS

CONTRACTOR shall, at CONTRACTOR's expense, obtain all necessary permits and licenses necessary to perform and complete the work under this Agreement, give all notices, and pay all fees and taxes required by law. Any permits required from VCTC shall be granted to CONTRACTOR at no cost.

### 10. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this Agreement, CONTRACTOR shall save, keep, indemnify, hold harmless VCTC and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONTRACTOR, its officers, agents or employees, including but not limited to, its subcontractors, of the work required pursuant to this agreement, negligent or wrongful act or omission by CONTRACTOR including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONTRACTOR of the work hereunder of any article or material supplied installed pursuant to this agreement. CONTRACTOR shall not be liable for claims, losses, damages or expenses caused by the willful misconduct or gross negligence of the VCTC.

#### 11. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the hiring of employees or in the employment of subcontractors on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and applicable laws promulgated thereunder.

### 12. RECORDS AND AUDITS

The CONTRACTOR's accounting systems shall conform to generally accepted accounting principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers, except for the audit working papers, of CONTRACTOR connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to CONTRACTOR and shall be held open to inspection and audit by representatives of the State Auditor General.

### 13. ATTORNEY'S FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

### 14. TERMINATION BY VCTC

This Agreement may be terminated by the VCTC at any time upon thirty (30) days written notice. In full discharge of any obligation to CONTRACTOR in respect of this Agreement and such termination, the VCTC shall pay for the costs and noncancelable commitments incurred prior to the date of notice of termination and fair closeout costs in accordance with Article 4. CONTRACTOR shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to pay CONTRACTOR any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

### 15. NOTICES

15.1 - All notices to the VCTC under this Agreement shall be in writing and sent to:

Mr. Steve DeGeorge, Director of Planning Ventura County Transportation Commission 950 County Square Drive, Suite 207 Ventura, CA 93003

15.2 - All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Mr. Bill McCaughey, Project Manager Innovative TDM Solutions 7355 Magnolia Avenue Riverside, CA 92504

### 16. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

- 16.1 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.
- 16.2 This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.
- 16.3 This Agreement shall be effective as of the issuance of a Notice to Proceed from the VCTC to CONTRACTOR.

### 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement is executed and to be performed in the County of Ventura.

### 18. 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 therefor 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, or 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.

### 19. FEDERAL REQUIREMENTS

### 19.1 FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal 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 Federal Government, 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.

### 19.2 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. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 19.3 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 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 the Federal Government may issue.

### C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- 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 seg., (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 the Federal Government 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 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 the Federal Government 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 the Federal Government may issue.
- 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 Government 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 Government 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 Government may determine to be appropriate, including, but not limited to:

- 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 Government 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 the Federal Government, modified only if necessary to identify the affected parties.

### 19.4 ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the Federal Government, 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 Federal Government 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 Federal Government, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

### 19.5 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.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

### **VENTURA COUNTY TRANSPORTATION COMMISSION**

Manuel Minjares, Chair	Date	
APPROVED AS TO FORM:		
Steven T. Mattas, General Counsel	Date	
CONTRACTOR – Innovative TDM Solutions		
Bill McCaughey, Project Manager	 Date	

### Attachment A

### **SCOPE OF WORK**

The Scope of Work of work for Innovative TDM Solutions (ITS) shall include but not be limited to the following:

### Average Vehicle Ridership (AVR) Survey Services

ITS will assist all employers in overseeing the survey collection process through to completion. Employers will email their processing form along with paper surveys to ITS. ITS will send paper surveys to Digital Archive Technology (our existing keypunch vendor), who will return a data file for import into the survey software. E-Survey clients will need to submit their processing form only. ITS will produce AVR reports and forward them to VCAPCD.

- Conduct a survey briefing with each survey client prior to survey distribution
- Hardcopy paper survey for distribution in English and Spanish
- Sample paper survey cover memo in English and Spanish
- Rule 211 Survey Instructions, customized for VCTC
- VCTC e-survey instructions along with an overview of TripSpark AVR/Ridematching Survey Software
- Sample online AVR/Ridematching survey cover memo
- Sample paper Rideguide
- Sample eRideGuide Template
- VCTC AVR survey processing form
- Guaranteed Ride Home Program (GRH) information
- ESurvey set-up form,

### RideMatching

Upon completion of AVR reports, ITS will export AVR data to the ridematching database where all commuter records are geocoded for ridematching and reporting. RideGuides (matchlists) will be produced for employees who requested one during the survey process. Employees who requested a RideGuide and provided an email address on their commuter survey will receive their matchlist electronically, and those who did not will receive a paper RideGuide. Paper RideGuides will be mailed to the ETC for distribution to their employees.

### Post Survey Analysis Reports

ITS will produce a Survey Analysis Report for each worksite surveyed along with a list of employees who filled out a survey, including each employee's home city, zip code, commute mode and commute distance. These reports can be used by ETCs to obtain an overview of the survey population and for targeted rideshare formation marketing. The analysis report will contain the following:

- Summary of all commute modes indicated by employees on commuter survey
- Travel distance reports
- Summary of transportation modes for employees who currently rideshare

A more detailed breakdown of the tasks associated with our proposed scope of work is provided in the table below. In addition, we have provided a breakdown of which staff will play a lead role per task, which staff will play a support role per task, and which staff will serve as back-up, should lead/support staff be out sick, on vacation or on leave. We believe this will provide the assurances to VCTC that ITS has the depth of staff and experience to continue to provide service without interruption regardless of the circumstances.

Breakdown of Tasks and Responsibilities					
Scope of Work Tasks/Services	Project Manager	Client Service s Manage	TDM Solutions Administrat or	TDM Solutions Manager	
Conduct outreach to approximately 28 existing employer clients representing approximately 68 worksites 90 days in advance of VCAPCD plan due	L	S		BU	
2. Conduct survey briefings with AVR clients based on VCAPCD plan due date.	S	L		BU	
3. Manage AVR process with employer clients (paper surveys or Esurveys). Process approximately 17,000		L		BU	
4. Coordinate paper survey processing for clients (keypunch).		L	BU		
5. Produce 65 AVR Reports.	S	L	BU	BU	
6. Merge AVR records into ridematching database.		L	BU	BU	
7. Produce approximately 3,000 RideGuides (matchlists) for employees who requested one		L	BU		
8. Produce post-survey analysis report for client.	S	L		BU	
Produce monthly activity report documenting achievements and progress of tasks.	L	S			

Key: L = Lead S = Support BU = Back-up



### Ventura County Transportation Commission

## **COMMUTER SERVICES PROGRAM**











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May 22, 2019

Mr. Steve DeGeorge Director of Planning Ventura County Transportation Commission 950 County Square Drive, Suite 207 Ventura, CA 93993

Dear Mr. DeGeorge:

Innovative TDM Solutions (ITS) is pleased to submit this proposal in response to Ventura County Transportation Commission's (VCTC) request to support your Commuter Assistance Program. Founded in 1989, ITS is a locally and nationally recognized Transportation Demand Management (TDM) consulting firm. ITS is the proud recipient of 17 TDM industry awards.

For over 30 years, ITS has provided the exact same TDM services that we propose to provide VCTC, to our other county transportation commission clients in Southern California. These agencies include Orange County Transportation Authority (OCTA), San Diego Association of Governments (SANDAG), Los Angeles County Metropolitan Transportation Authority (Metro), San Bernardino County Transportation Authority (SBCTA) and Riverside County Transportation Commission (RCTC).

Specifically, ITS will provide all services related to supporting Ventura County's employers in their compliance efforts with the Ventura County Air Pollution Control District's (VCAPCD) Rule 211. ITS will provide customer service support and oversight in the processing of Average Vehicle Ridership (AVR) and ridematching surveys for employers. ITS will manage and administer VCTC's Guaranteed Ride Home Program (GRH).

For over 16 years, ITS has provided Regional AVR survey support services to VCTC through your contract with Metro. We manage the existing Regional Ridematching Database and AVR software. The software, known as RidePro, was developed to serve the specific needs of VCTC, Metro, OCTA, SBCTA and RCTC.

Since November 2017, ITS has provided direct AVR survey and ridematching assistance to VCTC employer clients. We have successfully collaborated with VCAPCD and increased the number of employer clients utilizing VCTC's services.

Thank you for the opportunity to provide this proposal. We look forward to continuing to work on behalf of VCTC's Commuter Assistance Program.

Sincerely,

William C. McCaughev

William C. Me Caughey

President



Executive Summary



### **Proud Recipient of 17 Industry Awards**

- 2009 ACT Creative Excellence Award
- 2005 San Diego Association of Governments Diamond Award
- 2002 USEPA Partnership Award
- 2001 & 1998 ACT International Outstanding Service Award
- 1998, 1995 & 1994 ACT Southern California Chapter Award of Excellence
- 1998 ACT International Renovation Award
- 1998 & 1996 USEPA "Way to Go" Award
- 1997 South Coast Air Quality Management District Clean Air Award
- 1994 L.A. Magazine Environmental Pride Award
- 1994 & 1992 ACT International Leadership Award
- 1994 ACT International Merit Award
- 1993 PTI Journal Award

### **Innovative TDM Solutions**

(ITS) is a locally and nationally recognized Transportation
Demand Management (TDM)
consulting firm formerly known
as Inland Transportation Services.
Established in 1989, ITS employs
a staff of 10 highly qualified
personnel—including four
employees currently located on-site
at LACMTA's (Metro) office in Los
Angeles.

No other private TDM consulting firm has the depth and breadth of experience and tenure that ITS brings to Ventura County Transportation Commission (VCTC). But most importantly, ITS has been providing regional Average Vehicle Ridership (AVR) and ridematching support services to VCTC for the past 16 years.

### 1. Similar Successful Experience

ITS has established a successful track record while on contract with Metro (to provide regional AVR and ridematching survey services to VCTC)—combining expertise with a high level of motivation and creativity to be a part of VCTC's Commuter Assistance Program success. As a result, we offer VCTC one-of-a-kind TDM strengths and benefits unequalled by other contractors, including:

- **No learning curve or lost time training contractor staff**—Day One, we're doing the job for VCTC, not learning the job.
- We assisted in creating the region's first private Average Vehicle Ridership (AVR) software program—approved by the Ventura County Air Pollution Control District (VCAPCD) for Rule 211 and certified by the South Coast Air Quality Management District (SCAQMD) for Rule 2202 and used by 700+ employers in Ventura, Los Angeles, and Orange counties and also by the cities of Santa Monica, Burbank, and Pasadena.
- 16 years of proven flexibility in adapting to city ordinances and regulatory compliance changes such as the VCAPCD's Rule 211 and the SCAQMD's Rule 2202.
- All ITS team members are SCAQMD certified Employee Transportation Coordinators (ETCs)—so is Project Manager Bill McCaughey and Client Services Manager Allison Stevning.
- ITS is an integral partner in creating, developing, and customizing **RidePro, the customized AVR software, since 2001.**



In addition to our contract with VCTC, ITS has existing contracts with similar Southern California transportation agencies:

- Providing rideshare support to **Orange County Transportation Authority (OCTA)** for the past 14 years.
- Providing rideshare support to **Metro's Rideshare and Shared Mobility Program** for the past 14 years.
- Assisting Metrolink's marketing department with their Corporate Pass Program for employers in Los Angeles, Orange, Riverside, and San Bernardino counties.
- Marketing Victor Valley Transit Authority's (VVTA) Regional Vanpool Program which provides a \$500 monthly subsidy off the cost of a vanpool lease.
- Administering and managing all aspects of San Diego Association of Governments (SANDAG)
   Commuter Assistance Program —for five years.
- Developing and implementing Riverside County Transportation Commission (RCTC) and San Bernardino County Transportation Authority (SBCTA) Rideshare Programs—IE Commuter—for over 25 years.

### 2. Team Identification & Key Personnel

### **Team Experience & Capabilities**

**ITS staff knows VCTC and its key stakeholders and is fully committed to this program's continuing success**—each of our key personnel has worked on VCTC's current Commuter Assistance Program.

### Bill McCaughey, Project Manager

Bill McCaughey has served as Project Manager for all of ITS' projects since 1989. President and founder of ITS, Bill creates and implements results-oriented TDM programs and strategies.

- Developing and managing projects **receiving 17 local, regional, and national awards**—his experience, success, and integrity has resulted in consistently winning contracts for Southern California transportation agencies.
- Providing strong leadership and project management, closely managing team performance, and improving processes to successfully grow TDM programs.
- Serving as the bottom-line, responsible for completing—and exceeding—VCTC projects, tasks, and goals.

### Allison Stevning, Client Services Manager

Allison Stevning has 15 years of TDM experience including 11 years managing the Regional Rideshare Database utilized by VCTC, Metro and OCTA.

- Ms. Stevning provides AVR/database support and troubleshooting, and extensive experience supporting ETCs with their air quality compliance.
- Allison routinely collaborates with VCTC, Metro and OCTA regarding ridematching software enhancements, to improve database functionality and improve the customer experience.
- Performs proactive database administration that produces innovations such as the recently implemented migration of AVRs from a desktop application/connection to a web-based platform.



- Allison is the liaison to the VCAPCD, SCAQMD, City of Santa Monica, and various other entities, to coordinate AVR software updates/developments to insure AVR survey compliance.
- Since 2004, Allison has calculated over 4,300 employer AVRs and produced over 486,000 RideGuides.

### 3. Scope of Work

ITS has developed a thorough and detailed scope of work based on our discussions with VCTC management and based upon our working knowledge of VCTC's Commuter Services Program. **ITS staff has provided support services to VCTC for over 16 years and worked in conjunction with Alan Holmes up until his retirement from VCTC in August 2016.** Since Alan's retirement, ITS collaborates and receives direction from Steve DeGeorge and Caitlin Brooks. ITS understands the needs of VCTC and the assistance the county of Ventura employers need in order to comply with VCAPCD's Rule 211 – Transportation Outreach Program.

ITS will provide an AVR/Ridematching survey briefing to each Ventura County employer once they have received their notice to survey from VCAPCD. We will support the employer's efforts with survey compliance and serve as their customer service agent throughout the process.

As such, ITS will administer, manage and deliver in a timely manner, the following VCTC Commuter Services Program deliverables on an annual basis:

- Conduct AVR/Ridematching briefings with 32-40 employer clients
- Support 45-70 employer client worksites with their AVR/Ridematching survey
- Process 17,000-25,000 AVR surveys
- Calculate 45-70 employer client AVRs
- Produce 2,800-4,000 paper RideGuides

ITS key personnel have processed and calculated over 4,300 employer AVRs and produced over 486,000 RideGuides for VCTC, OCTA, Metro, SBCTA and RCTC. ITS has the experience and depth of personnel to hit the ground running in support of VCTC's Commuter Assistance Program.

In FY 19/20, VCTC requested ITS to market, manage and administer VCTC's Guaranteed Ride Home (GRH) Program.

In addition, VCTC requested ITS to research and evaluate how other GRH programs were administered in the region. ITS concluded its evaluation and has provided VCTC with our recommendations. If VCTC management and Board of Directors approves these recommendations, the optional GRH Scope of Work provided in Section E will be implemented.

### 4. Cost Proposal

ITS' Cost Proposal is based upon a sixteen (16) month contract. The contract term begins 7/1/19 and runs through 10/31/20.

The cost to provide the base contract for AVR/Ridematching services is \$94,842.43.

The cost to provide the optional GRH Program services is \$24,470.04.



Contractor's Skill & Experience



### **Our Clients Say It Best**

"Bill, you and the ITS team were the consummate professionals. During your years of supporting the SANDAG program you consistently sought out opportunities to improve the service delivery. During our many status meetings you and the team were always prepared...presented data and findings unabashedly, and you provided us with excellent service. I found you easy to work with, fair and trustworthy throughout the years of working together; and you were always available to me when I needed support or assistance."

RAY TRAYNOR Department Director, SANDAG

"Over the years, Mr. McCaughey and his staff displayed a high level of professionalism in response to programmatic shifts requiring different skill sets, flexibility in assignments, and quick, constructive implementation of course changes. Within the TDM industry... Mr. McCaughey is broadly respected for his commitment to the profession and his depth and breadth in designing and delivering effective programs/strategies."

MARILYN A. WILLIAMS (Retired) Director of Regional Programs and Public Affairs, RCTC

"As an employer with an average of 17,000 employees, the County of Riverside utilizes the assistance provided by Innovative TDM Solution (ITS) to meet South Coast Air Quality Management District (AQMD) Rule 2202 guidelines. A large employee base with diverse work requirements, assigned at 18 AQMD regulated sites. ITS ensures the needs of the county is consistently met. I have worked with the knowledgeable and courteous staff of ITS for over 10 years. They continue to provide results the County of Riverside expects."

MARK PINIOL Employee Transportation Coordinator County of Riverside, Commuter Services

"It is with great enthusiasm that I recommend the contract with ITS be continued. The County and entire region have greatly benefited from the services provided by this company and the County's ECRP could not have remained in compliance with SCAQMD Rule 2202 without their assistance. The customer service provided should be a model for all companies."

EDDIE WASHINGTON Los Angeles County Transportation Program Manager

## 1. Performing Contracts of a Similar Nature & Complexity

ITS is a locally and nationally recognized TDM consulting firm with extensive experience in the innovation, management, implementation, and administration of regional rideshare programs.

Established in 1989, ITS was founded by Bill McCaughey, our proposed Project Manager for this VCTC contract. ITS is a sole proprietorship located in Riverside, California and employs a staff of 10 highly qualified personnel—including four employees currently located on site at Metro's office in Los Angeles.

No other private TDM consulting firm has the depth and breadth of experience and tenure that ITS brings to VCTC. The creator and innovator of TDM programs throughout Southern California, our employer and commuter incentive-based programs have inspired other organizations both locally and nationally. But most importantly, ITS has been providing these exact same services—and so much more—to VCTC for the past 16 consecutive years. Highlights of ITS' applicable experience is further discussed below.

### A Proven TDM Service Provider

ITS has been Metro's trusted advisor in developing, implementing, and supporting the Rideshare Program since 2005, when Metro issued its first contract for support.

In April 2005, ITS entered into its first five-year Rideshare Program Support contract with Metro to provide commute assistance services to worksites in L.A. County. And since that time, ITS has been supporting Metro's objectives in improving commuter mobility and increasing



transit ridership, carpooling, vanpooling, walking, and biking. ITS support includes project management and oversight of Metro's:

- RidePro database
- AVR processing and calculations
- RideGuide production and quality control
- Administration of Metro Rewards
- Ridematching assistance provided to L.A. County resident commuters through Metro's 511 and 323-G0-METRO lines

ITS also conducts monthly briefing workshops for Metro employer clients, training ETCs on how to utilize Metro's AVR/RideGuide survey services. To date, **ITS has trained over 3,532 ETCs** while maintaining excellent evaluation results.

ITS has successfully and **consistently exceeded Metro expectations and goals for the past 14 years**, including the following accomplishments.

ITS Staff Exceeds Metro Rideshare Expectations							
Cumulative Results through	511 In-Bound Calls	Surveys Processed	AVRs Produced	RideGuides Produced	Go Metro to Work Free Program	Metro Rewards	
YTD 17/18	95,512	3,242,175	8,133	724,861	15,622	203,481	

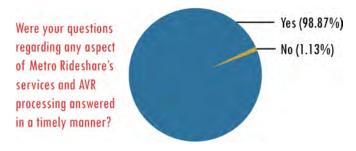
No other consultant has our depth of directly related experience and trained/experienced personnel. Throughout the past 16 years, ITS has demonstrated our ability to:

- Meet contractual goals
- Operate within established project budgets
- Achieve cost saving strategies
- Recommend creative ideas for ongoing program development and growth

Metro Rideshare continuously administers a customer service survey to their 600+ employer clients and ITS maintains an overall rating of 4.85 out of a possible 5. Employers went on to comment on various strengths of ITS staff customer service skills

Please rate your level of satisfaction with each of the following aspects of your most recent experience/contact with Metro Rideshare staff:

Ability to Answer All of My Questions	4.80/5.0
Understanding of Rule 2202 and/or the City of Santa Monica Ordinance	4.86/5.0
Level of Professionalism	4.87/5.0
Level of Friendliness	4.85/5.0
Level of Responsiveness	4.82/5.0
Level of Knowledge	4.85/5.0



and overall responsiveness. ITS clearly stands out from our competitors for the following reasons:

- Direct and identical project experience working for Southern California's County Transportation Commissions.
- Effective, TDM tenured and stable workforce.
- Historical knowledge and proven performance of program services.



- Solid track record of consistently meeting VCTC contractual goals.
- High-quality program support services delivered within project budget.
- Fourteen (14) years and counting of our dedication to the success of VCTC's Commuter Assistance Program.

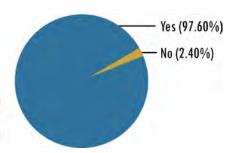
### **Superior TDM Expertise**

ITS has developed, collaborated, marketed, and implemented the following services, demonstrating our expertise in the TDM field.

### **Commuter Services**

- Developing, promoting, administering, and managing incentive and reward programs designed to accomplish various TDM strategies and objectives.
- Managing verification, processing, reconciliation, and accuracy of incentive funds relative to incentivebased programs.
- Attending and coordinating employer and public events to increase awareness of commuter assistance programs; educating commuters on the available tools, services, and henefits.

Do you feel you received adequate follow-up from your ITS Customer Service Representative before and after your AVR/ Ridematching survey?



Please provide any feedback you have regarding your ITS Customer Service Representative's customer service skills:



- Promoting ridematching directly to commuters through Ridematch.info and ridematching website(s).
- Developing and implementing California Rideshare Week annual campaigns including securing sponsors.
- Assisting with marketing and administration of employer Regional Vanpool Subsidy Programs offered by Metro, OCTA, VVTA, and SANDAG.
- Developing and implementing rideshare incentive and promotional contests to increase program participation.

### **Employer Support**

- Prospecting, marketing, and developing new client relationships through innovative sales techniques, networking events, and presentations to employers, their management, and commuters.
- Coordinating survey briefing meetings to educate employers about general rules to comply with the SCAQMD's Rule 2202 Program by guiding them through all steps necessary, including the transportation survey and AVRs. On behalf of the Metro Rideshare Program, ITS has hosted over 145 meetings/marketing workshops, and trained over 3,532 ETCs.



- Conducting one-on-one extensive training to employers using RidePro survey management software (e-surveys), employer management portals, and instructions on the annual SCAQMD survey process.
- Processing and calculating peak and off-peak AVR survey results, including AVR off-peak
  adjustment credit. Since 2002, ITS has performed AVR calculation, survey, and RideGuide
  production for VCTC, Metro, OCTA, RCTC and SBCTA. ITS also stays current on all SCAQMD
  updates, Rule 2202 amendments and leads system updates to implement any new changes.
- Preparing AVR/transportation survey results, eRideGuide, and paper RideGuide fulfillment to employers and commuters using RidePro ridematching software.
- Developing and producing post-survey analysis reports for surveying employers—an
  excellent tool ETCs can use to set up new carpools or vanpools and identify commuter
  target.
- Providing guidance and assistance to employers in preparing SCAQMD's Employee Commute Reduction Plans (ECRPs) including innovative marketing strategies, plan review, and suggested revisions for a more desirable, effective program.
- Developing and presenting educational workshops to ETCs to help implement marketing strategies to assist employers with growing AVR and overall rideshare program participation.
- Collaborating and developing TDM marketing materials for field sales kits and for employer use in on-site marketing of rideshare programs.
- Preparing and presenting customized transportation plans for employers based on interpreting and analyzing data from their transportation survey and worksite analysis, and researching local transit routes near their worksite.
- Leading fundraising efforts for Bike to Work campaigns and securing sponsorships.
- Hosting and organizing bicycle safety workshops for commuters and employers and coordinating with local bicycle coalitions to provide presentations and marketing collateral on bicycle safety.



Since 2001, ITS has secured 825 sponsors, \$716,720 in support of Rideshare Week.

4.82 out of a possible 5.0.

- Creating, implementing, and marketing startup incentive programs and subsidized public transit options for community development programs.
- Hosting community information events leading up to the Inland Empire Bicycle to Work Day in Riverside and San Bernardino Counties, including refreshment and product giveaway pit stops.

### **Program Administration**

- Acting as liaison with RidePro, RideMaster software systems and Komotor programmers
  including developing, testing, and troubleshooting of new and existing programs, maintaining
  existing program formulas/calculations, and implementing new program services.
- Interfacing with SCAQMD to ensure AVR program certification and acceptance including expert assistance to employer clients in resolving queries on AVR results and reports.



- Contributing to the *On the Go* e-newsletter delivered to employers and commuters in Ventura, Los Angeles, Orange, Riverside, and San Bernardino Counties.
- Researching and composing Rideshare Connection e-bulletins emailed to ETCs regularly, keeping them and their commuters informed on Commuter Assistance Programs and services.
- Identifying potential Park and Ride lots for RCTC and SBCTA to maintain a robust offering of parking spaces for carpoolers and vanpoolers.
- Maintaining RideMaster (incentive and client management database) to ensure a consistent user experience.
- Creating and maintaining incoming call tracking databases including working with end users to develop enhancements for maintaining accuracy and consistency in user interface.
- Providing in-depth reporting and analysis of rideshare program results including trips reduced, miles saved, and pounds of pollutants eliminated.

### **ITS Relevant Project Experience**

ITS is currently administering VCTC's Regional Ridematching Database including AVR software. The table below provides a breakdown of relevant tasks ITS provides to other CTCs, which are similar to our proposed scope of work for VCTC. Brief profiles of each project immediately follow.

Similar Program Responsibilities & Tasks	Current Metro Rideshare Program Support Services	OCTA Rideshare Program	RCTC & SBCTA Commuter Assistance Program	SANDAG RideLink Program
511 Customer Service Support	•	•	•	•
Employer Briefing Meetings/Survey Support	•	•	•	•
AVR Processing & Calculations	•	•	•	•
RideGuide Production & Fulfillment	•	•	•	•
Regional Guaranteed Ride Home Program	•	•	•	•
Implementation of Commuter Incentives/Rewards	•		•	•
Regional Rideshare Database (RidePro) Support	•	•	•	•
Regional Ridematching Service Reports	•	•	•	•
Rideshare Event Planning, Promotion & Attendance	•		•	•
Guaranteed Ride Home Program Administration	•	•	•	•
Employer Outreach, Marketing & Sales	•	•	•	•



### Metro Rideshare Program Support Services (1997-Present)

With four staff members working on-site at Metro offices in Los Angeles, **ITS is providing similar rideshare support services to VCTC.** From 2007 to 2010, ITS led fundraising efforts for Metro's Bike to Work campaigns, promoting Active Transportation.

- Securing in-kind sponsorships to increase campaign participation and pit stop sponsors to assist bicycle commuters with refreshments, bicycle maintenance, and encouragement.
- Resulting in 18+ in-kind sponsors totaling \$57,000+ in pit stop supplies, services, and prizes and securing of 60 Pit Stops throughout L.A. County.



• Conducting presentations to educate over 30 Bike to Work Day pit stop hosts/coordinators on bicycle safety and awareness and providing additional resources to achieve a successful event.

In fact, ITS first began working with Metro in 1997, developing their first Rideshare Rewards programs—called Club Metro and now Metro Rewards. ITS trained Metro staff on all aspects of implementation, data entry, policies and procedures, tracking, and administration of the successful rideshare incentive program.

### OCTA Rideshare Marketing Services (1990–Present)

ITS is providing similar services to OCTA as outlined in Metro's RFP. In 1990, **Project Manager Bill McCaughey created the nation's first direct financial incentive program** while working on the OCTA contract. Survive the Drive targeted solo commuters, providing \$1.00 per day in Unocal gift certificates (up to 3 months) for every day a solo driver commuted to work using a rideshare mode.

ITS has worked on several OCTA rideshare projects including marketing and survey support. We have also developed custom transportation plans providing employers with trip reduction strategies specific to their employees, environment, industry, and location. Additional services include:

- Managing OCTA's employer rideshare database
- Processing employer AVR surveys and employee RideGuides through RidePro.
- Marketing OCTA Rideshare Program to new employers needing assistance in complying with SCAQMD Rule 2202.
- Administration of the Guaranteed Ride Home Program.

### RCTC & SBCTA Commuter Assistance Program (1991–2015)

ITS provided management, marketing, and administration on this commuter program including:

- Administration of the Guaranteed Ride Home Program
- The Vanpool Incentive Program
- The 511 Call Center
- Processing AVRs and RideGuides for employers
- Processing the \$2/day Rideshare Incentive Program
- Implementing the Rideshare Plus Program for existing ridesharers

ITS also has provided personalized ridematching assistance to Inland Empire residents and managed the Regional Rideshare Database for Riverside, San Bernardino, Orange, and Los Angeles counties.



### SANDAG RideLink Program (2001-2006)

For five years, ITS marketed, implemented, and successfully administered several SANDAG programs including:

- RidePro Database Management
- Guaranteed Ride Home Program
- FTA/NTD \$400/month Vanpool Subsidy Program
- Bike Locker Program
- School Pool Program

ITS also provided personalized rideshare matching assistance to San Diego resident commuters who called 511, managed the rideshare database, and performed quality control over the production and packaging of employer and school RideGuides. As a result, **ITS successfully grew the SANDAG Vanpool fleet from 500 vans to over 700—a 40% increase**.

### 2. Personnel Knowledge, Availability & Experience

With an average employee tenure of 10+ years, ITS staff knows VCTC and its key stakeholders and is committed to this program's continuing success.

As a contractor already working on VCTC's behalf, we have a staff of well-trained individuals with the education, experience, and professional credentials to perform all tasks identified in our proposed scope of work. ITS staff have a successful track record of supporting and collaborating well with VCTC staff, VCAPCD and are a seamless part of VCTC's Commuter Services Program.

Each of our key personnel have worked on VCTC's current Rideshare Program Support contract and brief profiles of these talented people are provided below.

### Bill McCaughey, Project Manager

Bill McCaughey will serve as Project Manager for the duration of this project. He has 39 years of TDM experience. President and founder of ITS, Bill has a wide range of TDM experience creating and implementing results-oriented TDM strategies.

 Developing and managing projects receiving 17 local, regional, and national awards his experience, success, and integrity has resulted in consistently winning contracts for Southern California transportation agencies. "My experience with William McCaughey and his staff has been very positive. They continue to demonstrate a true understanding of Metro's program needs. They have successfully met their contractual goals and have delivered on all tasks outlined in our Scope of Work while consistently operating within established budget."

PAULA CARVAJAL Transportation Planning Manager, Metro Regional Rideshare

- Providing strong leadership and project management, closely managing team performance, and improving processes to successfully grow TDM programs.
- Serving as the bottom-line, responsible for completing—and exceeding—VCTC projects, tasks, and deliverables.

Designated as key personnel, Bill will not be replaced unless suitable replacement is agreed to in writing and in advance by VCTC.



### **Allison Stevning, Client Services Manager**

Allison Stevning has 15 years of TDM experience including 11 years managing the Regional Rideshare Database utilized by VCTC, Metro and OCTA.

- Ms. Stevning provides AVR/database support and troubleshooting, and extensive experience supporting ETCs with their air quality compliance.
- Allison routinely collaborates with VCTC, VCAPCD, Metro, and OCTA regarding ridematching software enhancements, to improve database functionality and improve the customer experience.
- Performs proactive database administration that produces innovations such as the recently implemented migration of AVRs from a desktop application/connection to a web-based platform.
- Allison is the liaison to the VCAPCD, SCAQMD, City of Santa Monica, and various other entities, to coordinate AVR software updates/developments to insure AVR survey compliance.

Since 2004, Allison has calculated over 4,300 employer AVRs and produced over 486,000 RideGuides.

### 3. ITS References

ITS references for related work performed are provided in the table below.

ITS is pleased to provide our client references, as no one can better validate the authenticity of the statements made in our proposal better than our current and past clients. ITS takes pride in every job we perform and we strongly encourage VCTC to reach out to confirm our client's satisfaction with our professionalism, customer service skills, job knowledge and expertise, and our ability to meet project goals on time and under budget.

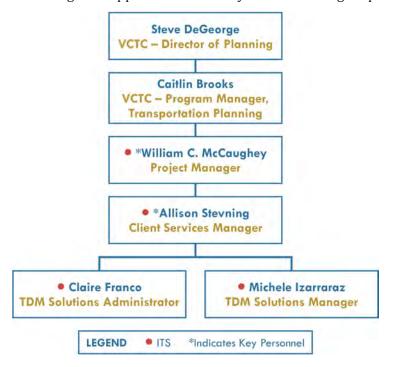
Client & Contact Name	Phone Number & Email Address	Mailing Address
Martin Buford Transportation Planning Manager IV, Metro	(213) 922-2601 bufordm@metro.net	One Gateway Plaza Los Angeles, CA 90012
Ray Traynor Department Director, SANDAG	(619) 699-6987 ray.traynor@sandag.org	401 B Street, Suite 800 San Diego, CA 92121
Sandra Boyle Section Manager, OCTA	(714) 560-5761 sboyle@octa.net	550 S. Main Street Orange, CA 92868
Kelly Lynn Chief of Air Quality/Mobility, SBCTA	(909) 889-8611 klynn@sanbag.gov	1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410
Carol Gomez Program Manager, Transportation, SCAQMD	(909) 396-3264 cgomez@aqmd.gov	21865 Copley Drive Diamond Bar, CA 91765





### 1. Organization Chart

The organization chart below shows our proposed key personnel and support staff for the project. While Bill McCaughey and Allison Stevning will be key personnel assigned to this project, Michele Izarraraz and Claire Franco will administer the GRH Program and serve as back-up support staff should the need arise or should VCTC require additional Commuter Services Program support above and beyond the existing scope of work.



As shown in the table below, our talented key and support personnel have relevant TDM industry experience, which directly supports VCTC's scope of work.

ITS Staff TDM Experience and with VCTC's Scope of Work							
Personnel & Role	Employer AVR Marketing/ Outreach	Conduct AVR Survey Briefings with Employers	Manage AVR Survey Processing	Process AVR Reports and Prepare Employer Survey Analysis	Manage Regional AVR Software and Database	Collaborate with Regional Agencies on AVR Software Compliance and Program Enhancements	Manage and Administer GRH Program
Bill McCaughey, Project Manager	•	•	•	•	•	•	•
Allison Stevning, Client Services Manager	•	•	•	•	•	•	•
Michele Izarraraz, TDM Solutions Manager	•	•	•	•	•	•	•
Claire Franco, TDM Solutions Administrator				•	•		•

### 2. Key Personnel Resumes

Resumes of our key personnel are provided immediately following this page.





Years of Experience 39

# **Education**BA, Communications, Loyola Marymount University

# Certifications TDM Certificate Program, University of California, Riverside Certified by the South Coast Air Quality Management District (SCAQMD) as an Employee Transportation Coordinator (ETC)

### Awards

Bob Owen's Award,
National Association
for Commuter
Transportation – 2006
State of California
Governor's TDM
Leadership Award
Life Time Achievement in
TDM Award – 2018
Commute with Enterprise

Professional
Organizations
Board Member,
National Association
for Commuter
Transportation (ACT)

### Bill McCaughey | Project Manager

"ITS and our clients have developed a mutual respect for one another, allowing us to work together for the betterment of their respective TDM and Rideshare Programs. We really do operate as a team that brings out the best in all members. ITS will always look out for the best interest of our clients by continuing to bring program development ideas and suggestions to the table to meet and exceed program goals and deliverables."

Bill founded ITS in 1989 and has a wide range of experience creating, implementing, and managing results-oriented TDM strategies—receiving 17 local, regional, and national awards. He is serving as Project Manager for LACMTA's current Metro Rideshare Program Support contract and has served in this role continuously since 2005. Bill's successful leadership and implementation has helped grow the program to 700 L.A. County employer clients.

A pioneer in the industry, Bill has been working in TDM for 39 years. His impressive portfolio includes leading teams to provide TDM/Rideshare support services for the VCTC, LACMTA, RCTC, SBCTA, OCTA, and SANDAG. He and his staff developed the first SCAQMD Rule 2202-approved AVR program for employers in the South Coast Air Basin. He has also helped local agency clients through numerous recertifications to keep pace with changes to AVR calculations and Rule 2202.

Going above and beyond contract scope of work to assist when Metro has additional needs, Bill and his team consistently receive outstanding customer service reviews on ETC Survey Briefing Workshops, RP35 trainings, and marketing workshops. He also provides high quality deliverables to LACMTA within project schedule and budget. For this new contract period, Bill will guide his team to deliver the same superior level of service while remaining flexible to Metro's changing needs.

### **Project Experience**

**Metro Rideshare Program Support, Los Angeles, CA:** Project Manager. Oversees all ITS and subconsultant staff. Responsible for providing overall project communications with Metro, achieving and reporting on monthly project progress vs. Metro goals, delivering results within budget, troubleshooting issues, and providing ongoing recommendations to Metro's Project Manager on program development.

"I have personally worked with Bill McCaughey and his staff for over ten years. They have the ability to work effectively and collaborate with multiple agencies, which oftentimes have competing priorities...They have always provided outstanding customer service and support to VCTC."

ALAN HOLMES TDM Program Manager, VCTC



**Metro Regional Ridematching, Los Angeles, CA:** Project Manager. Oversees all aspects of three-county Southern California regional rideshare database management on behalf of LACMTA, VCTC, and OCTA. Manages all aspects of RidePro AVR calculations and oversees AVR revisions as mandated by SCAQMD. Maintains communication with all CTCs to ensure that each is represented in critical regional decisions. Manages and facilitates collaborative enhancements to rideshare and AVR software. Manages scope, development, and testing of software enhancements and upgrades.

**Metro Regional Guaranteed Ride Home Program (GRH), Los Angeles, CA:** Project Manager. Oversees all GRH processes including verifying employer eligibility for the program, entry of GRH claim forms, quality control, audits of payments, and monthly reporting. Communicates with program administrators when issues arise to ensure swift resolution. Maintains project within budget and adheres to all program deadlines.

Victor Valley Transit Authority, TDM Program, Victor Valley, CA: Project Manager (Subcontractor). Reports directly to prime contractor and VVTA Director, assisting in employer marketing and outreach of Regional Vanpool Subsidy Program to grow number of vanpools originating or commuting to the Victor Valley area. Oversees ITS staff in marketing activities to targeted San Bernardino County employers, assists with communication to Enterprise Rideshare for joint collaboration, reviews staff progress, and offers recommendation for troubleshooting issues. Responsible for direct communication with VVTA to deliver weekly status reporting. Handles all communication with prime contractor to track monthly budgeting.

**Metrolink Corporate Partner Program, Los Angeles, CA:** Project Manager. Oversees ITS staff assisting Metrolink in obtaining detailed data research to grow employer base in Corporate Partner Program. Monitors project status and ongoing communication with ITS staff to offer advice, discuss potential issues, and ensure project deadlines are met. Responsible for direct communication with Metrolink Project Administrator to deliver status and end results, and track monthly budgeting.

**OCTA Rideshare Support Services, Orange County, CA:** Project Manager. Oversees ITS staff assisting OCTA employers with AVR survey processes as mandated by SCAQMD, using TripSpark's RidePro software. Manages production of AVR reports, RideGuide production, and Survey Analysis Reports. Oversees adherence to project deadlines and turnaround times. Responsible for delivering results within budget.

**VCTC Commuter Services Program, Ventura, CA:** Project Manager. Oversees all aspects of assisting VCTC employers with AVR and ridematching services. Provides employer survey briefings to ensure employer clients comply with the Ventura County Air Pollution Central District's (VCAPCD) Rule 211. Manages AVR software program and collaborates on software enhancements. Responsible for contract deliverables and adherence to the budget.





Years of Experience

# **Education**BS, Business, University of Redlands

# Certifications Certified by the South Coast Air Quality Management District as an Employee Transportation Coordinator (ETC)

# Specialized Training Proficient in Microsoft Office, RidePro, RideMaster and Inland Empire Commuter (Komotor)programs

### Allison Stevning | Senior Administrative Analyst

"I enjoy my career because I like being part of the greater good of ridesharing. Managing the Regional Rideshare Database gives me the opportunity to dig in and solve problems to help agencies achieve their trip reduction goals."

Allison has 15 years of TDM database experience including 11 years managing the regional TripSpark rideshare database used by VCTC, LACMTA, and OCTA. She provides database support and troubleshooting, extensive experience calculating AVRs, and support with customer satisfaction surveys, AVR calculations, and ETC coordination. Allison's depth of TDM data management expertise includes assisting RCTC and SBCTA to develop their new software program—IE Commuter—for the Inland Empire to use for AVRs.

Allison routinely collaborates with VCTC, Metro, and OCTA to agree on suggested software enhancements to improve database functionality. She also performs software quality control testing for TripSpark updates and provides training to agency staff on using the software program.

Allison performs proactive database administration that produces numerous innovations. For example, recognizing that using a remote desktop connection to access AVR software was time-consuming and inefficient, she coordinated with Trapeze to migrate AVRs to a web-based platform. This increased speed of the connection, making database access faster for agency staff. Having a web-based platform also allows ETCs to access data, helping them to swiftly resolve any data integrity issues.

### **Project Experience**

**VCTC Rideshare Program, Ventura, CA** – Client Services Manager. Since November 2017, effectively manages the Rule 211 survey process on behalf of VCTC. Works closely with Ben Cacatian at VCAPCD to support all Ventura County clients with the Rule 211 survey. While there are employers who still use the paper VCAPCD survey, VCAPCD has encouraged employers to work with Allison and use VCTC as their means of surveying in order to maximize rideshare benefits.

- · Performs all client survey briefings
- Advises clients of questions regarding Rule 211
- Liaisons with VPACD of potential client delays or issues
- Processes AVR reports
- Processes RideGuides
- Produces Survey Analysis reports
- Produces monthly reports

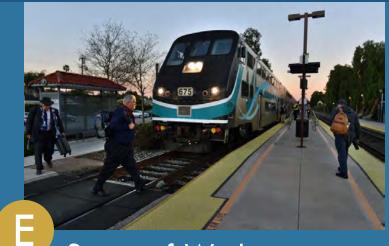


**Metro Regional Ridematching, Los Angeles, CA:** Client Services Manager. For past 14 years, supporting program goals in all areas of marketing and implementation. Her role is centric to the three-county partnership in managing the RidePro rideshare database and AVR software for VCTC, LACMTA, and OCTA. Since November 2009, manages all aspects of AVR calculation process and coordinates all TripSpark/RidePro AVR software revisions as required by SCAQMD Rule 2202/VCAPCD Rule 211, and assists in maintaining the three-county Southern California Regional Rideshare Database.

- Handles software help desk calls for three County Transportation Commissions, providing either immediate resolution to trouble reports or acting as a liaison with TripSpark to ensure problems are solved with a minimum amount of down time.
- In 2015, coordinated regional update to AVR program mandated by SCAQMD. Performed thorough testing of revisions to AVR program and provided testing feedback performed by other regional AVR users. Project was finished in advance of the deadline.
- In 2016, coordinated, tested, and managed extensive modification project of RidePro software which moved AVR software calculation interface from desktop software accessed remotely to a web-based platform.
- Performs testing of all updates and features released by TripSpark.
- Coordinated regional update to electronic and paper AVR surveys and implementation of Spanish online survey.
- Coordinated testing and implementation of electronic RideGuide.
- Produces monthly and quarterly regional reports including phone call tracking, analysis of web traffic, summary of cost and pollution reductions, survey/ RideGuide production numbers, and detailed narrative of quarterly software maintenance.

**OCTA Rideshare Program, Orange County, CA:** Client Services Manager. Since 2004, effectively manages employee transportation survey and AVR calculation process using TripSpark (RidePro) for employers on behalf of OCTA. Process is deadline driven and instrumental to overall program success. Performs detailed quality assurance of surveys prior to mailing to keypunch vendor. Maintains relationship with keypunch vendors and oversees turnaround time to adhere to deadlines.

- Manages detailed post-survey reports (Survey Analysis Reports) process after each employer AVR report is finalized. Reports are key items used in one-one-one meetings by marketing staff to assist employer clients in reducing vehicle trips.
- Provides accurate monthly reporting that encompasses turnaround timeframes and production of all surveys, AVR reports, RideGuides, and post-survey reports. Ensures materials for each client are produced within established time frame, tracking and noting all exceptions.



Scope of Work



ITS has supported VCTC's Commuter Servicees Program for the past 16 years and specifically, the survey services outlined below since November 2016. This section provides an overview of the ITS proposed Scope of Work, and includes the addition of ITS managing and administering VCTC's GRH Program. ITS is ready, willing and able to implement these services immediately. As demonstrated through our TDM experience and background, we will hit the ground running with no learning curve required.

The performance projections, outlined in the Breakdown of Tasks and Responsibilities charts below, are annual projections based on previous fiscal year performances.

### **AVR Survey Services**

Every two years, Ventura County employers with 100 or more employees receive notice from the VCAPCD to comply with Rule 211 – Transportation Outreach Program. This rule requires employers to conduct an Employee Commute Survey in order to produce an AVR score. Employers have the option of conducting their survey using VCAPCD paper survey forms, or VCTC survey forms which are accessible online. Employers who choose to use VCTC's survey will contact ITS in order to begin their survey process.

**ITS will conduct a survey briefing with each survey client** (via webinar), providing the following:

- Hard copy paper survey for distribution in English and Spanish
- Sample paper survey cover memo in English and Spanish
- Rule 211 Survey Instructions which are customized for VCTC
- VCTC e-Survey instructions along with an overview of TripSpark AVR/ Ridematching survey software
- Sample online AVR/Ridematching survey cover memo
- Sample paper RideGuide
- Sample eRideGuide template
- VCTC AVR survey processing form
- Guaranteed Ride Home (GRH) program information
- E-Survey set-up form

**ITS** will assist all employers in overseeing the survey collection process through to completion. Employers will email their processing form along with paper surveys to ITS. ITS will send paper surveys to our existing keypunch vendor, who will return a data file for import into the survey software. E-Survey clients will need to submit their processing form only. **ITS** will produce AVR reports and forward them to VCAPCD.

### Ridematching

Upon completion of AVR reports, ITS will export AVR data to the ridematching database where all commuter records are geocoded for ridematching and reporting. RideGuides (matchlists) will be produced for employees who requested one during the survey process. Employees who requested a RideGuide and provided an email address on their commuter survey will receive their matchlist electronically. All others



will receive a paper RideGuide. Paper RideGuides will be mailed to the ETC for distribution to their employees.

### **Post Survey Analysis Reports**

**ITS will produce a Survey Analysis Report for each worksite surveyed** along with a list of employees who filled out a survey, including each employee's home city, zip code, commute mode and commute distance. These reports can be used by ETCs to obtain an overview of the survey population and for targeted rideshare formation marketing. The analysis report will contain the following:

- Summary of all commute modes indicated by employees on commuter survey
- Travel distance reports
- Summary of transportation modes for employees who currently rideshare

### **Breakdown of Tasks and Responsibilities**

A more detailed breakdown of the tasks associated with our proposed scope of work is provided in the table below. In addition, we have provided a breakdown of which staff will play a lead role per task, which staff will play a support role per task, and which staff will serve as back-up, should lead/support staff be out sick, on vacation or on leave. We believe this will provide the assurances to VCTC that ITS has the depth of staff and experience to continue to provide service without interruption regardless of the circumstances.

Breakdown of Employer Survey Tasks and Responsibilities					
Scope of Work Tasks/Services	Project Manager	Client Services Manager	TDM Solutions Administrator	TDM Solutions Manager	
Conduct outreach to approximately 38 existing employer clients representing approximately 68 worksites 30 days in advance of VCAPCD plan due dates.	L	S		BU	
Conduct survey briefings with AVR clients based on VCAPCD plan due date.	S	L		BU	
3. Manage AVR process with employer clients (paper surveys or Esurveys). Process approximately 17,000 surveys.		L		BU	
4. Coordinate paper survey processing for clients (keypunch).		L	BU		
5. Produce 65 AVR Reports.	S	L	BU	BU	
6. Merge AVR records into ridematching database.		L	BU	BU	
7. Produce approximately 3,500 RideGuides (matchlists) for employees who requested one during survey process.		L	BU		
8. Produce post-survey analysis report for client.	S	L		BU	
9. Produce monthly activity report documenting achievements and progress of tasks.	L	S			

Key: L = Lead S = Support BU = Back-up



### **Guaranteed Ride Home Program**

**In FY 19/20, ITS began to manage and administer VCTC's GRH Program.** During this time, VCTC requested ITS research and evaluate how GRH programs are administered in other parts of the region. ITS concluded its evaluation and recommends VCTC, with management and Board approval, to incorporate the GRH Scope of Work (SOW) as outlined below. **It is important to note the GRH SOW is not included in ITS' base price for services.** If at such time, VCTC approves the recommended changes to the GRH Program, the optional SOW and associated costs would be incorporated.

The **optional** "Breakdown of GRH Program Tasks and Responsibilities" below, provides a detailed SOW, deliverables and staff assigned to each task.

Breakdown of GRH Program Tasks and Responsibilities				
Scope of Work Tasks/Services	Project Manager	Client Services Manager	TDM Solutions Administrator	TDM Solutions Manager
Create VCTC Employer Partnership Agreement (EPA) to validate employer's GRH participation.	S	S		L
2. Distribute and secure signed EPAs from employers.		L		BU
ITS to open dedicated bank account to pay GRH invoices.	L		S	
Transition GRH Program from a VCTC voucher-based program to an employer/commuter reimbursement-based program.	L		S	
Process monthly invoices received from taxi/rental car company until transition to reimbursement program.  Project 20-53 checks per year.	S		L	BU
Receive, review and approve invoices from taxi/rental car company.	S		L	BU
7. Create new GRH Reimbursement Claim Form.	S		L	S
8. Receive, review and process GRH Reimbursement Claim Forms. Project 25-60 checks per year.			L	S
9. Reconcile QuickBooks with monthly bank statements.	S		L	
10. Administer monthly Survey Monkey to GRH reimbursement users to receive feedback on efficiency of GRH rides and timeliness of reimbursed payments. Include survey feedback in monthly reports.		S	L	
11. Expand GRH vendors from taxi/rental car to include Transportation Network companies such as Uber/Lyft.	L	S		
12. Create new VCTC GRH Handbook which includes all policies/procedures for how employers/commuters can participate.	S			L
13. Generate monthly GRH Report to include full accounting of who participated (employer/commuter), number of reimbursed rides, cost of rides, vendor utilized, copies of claim forms and reconciled bank statements.	S			

Key: L = Lead S = Support BU = Back-up



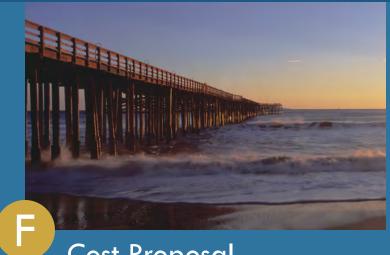
### In Conclusion

The ITS Team is proud of our work and what we've accomplished over the past 30 years. **We have provided exemplary service to our clients and demonstrated our ability to exceed performance objectives—on time and under budget.** We provide a highly qualified and experienced staff that truly cares about the reputation and success of VCTC's Commuter Services Program.

The ITS Team has unparalleled direct TDM project experience with VCTC and surrounding county transportation commissions (OCTA, Metro, SANDAG, SBCTA, and RCTC) dating back to 1991. Our reputation for developing, administering, implementing, and growing client programs is beyond reproach. We hope you reach out to our client references, as we are confident they will provide an outstanding review.

ITS will continually present and recommend innovative strategies and creative concepts to strengthen and grow the VCTC Commuter Services Program. We have demonstrated sound project management and oversight, and document our performance, scope of work and deliverables through monthly reports. And through proactive collaboration, the ITS Team has integrated well with VCTC staff to become a valuable, reliable asset to the VCTC Commuter Services Program.

Thank you for allowing ITS to be a part of your success. **We pledge to continue our outstanding performance and will continue to elevate and grow this exciting program.** 



Cost Proposal



ITS' Cost Proposal is based upon a sixteen (16) month contract from 7/1/19 through 10/31/20. The contract term of sixteen (16) months coincides with Metro's Regional contract with ITS to support a variety of regional TDM strategies for VCTC, Metro, and OCTA.

ITS will continue to provide the employer AVR survey and ridematching scope of work as provided in previous years, and as outlined in Section E - Scope of Work.

In addition, and **as an option to the base contract, ITS included the provision to manage, implement and administer VCTC's GRH Program.** The tasks, responsibilities and deliverables for the GRH Program are included in Section E - Scope of Work (SOW).

It is important to note that ITS has recommended several significant changes to the VCTC GRH Program that are intended to streamline the program, increase efficiencies, reduce the burden of management on VCTC staff and increase GRH options for commuters. **These program changes and enhancements are optional and would require VCTC management and Board approval.** 

If VCTC exercises the GRH Program option, there are a number of items in the GRH SOW that are one-time tasks that will not need to be repeated in future years (Page E-3, Tasks 1, 3, 4, 7, 11 and 12). As such, the GRH budget will decrease after the first six (6) months of the sixteen (16) month contract.

The sixteen (16) month cost to provide the base services of AVR/Ridematching is \$94,842.43.

The sixteen (16) month cost to provide the optional GRH Program services is \$24,470.04.

ITS' bill rates will remain the same for the entire sixteen (16 months).

Not included in ITS' optional GRH Program costs is the cost to pay taxi and rental car vendors for reimbursement of GRH rides. If VCTC approves the transition of the GRH Program from a voucher to a reimbursement program, the costs to reimburse employer clients and/or commuters for their GRH rides is also not included. ITS will front the cost to pay for GRH rides on behalf of VCTC and will submit a separate invoice for reimbursement. VCTC's spends approximately \$2,500 per year for GRH rides.