

Ventura County Transportation Commission

Request for Proposals:

Fixed Route, Dial-A-Ride, and ADA Paratransit Services for the Valley Express

RFP No. 2223-VE

July 25, 2022



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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 known as Valley Express. The selected firm will provide a storage and administration facility, management and administration personnel, bus drivers, maintenance mechanics, and related resources to operate the Valley Express 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.

Through this procurement, the initial contract term will be for four (4) years and four (4) months years with the option for VCTC to annually extend the contract for three (3) one-year periods. The anticipated start of service date is March 2, 2023. Award of contract under this solicitation will be made on a "best value" basis to one (1) 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.

In conducting this RFP, VCTC reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof.
2. In its sole discretion, to accept the Proposal it considers most favorable to VCTC's interest.
3. Issue subsequent Requests for Proposals.
4. Alter the Selection Process Dates.
5. Remedy technical errors in the RFP process.
6. Request additional information from Proposers and investigate the qualifications of all firms under consideration.
7. Confirm any part of the information furnished by a proposer.
8. Obtain additional evidence of managerial, financial, or other capabilities.
9. Approve or disapprove the use of specific subcontractors.
10. Negotiate with any, all, or none of the Proposers.
11. Solicit best and final offers from all or some of the Proposers.
12. Award a contract to one (1) or more Proposers.
13. Accept other than the lowest-priced Proposal.
14. Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any Proposer responding to this RFP.
15. Waive informalities and irregularities in Proposals or the selection process.

VCTC is currently working on a Transit Integration and Efficiency Study (TIES) that might lead to some consolidation of public transit services in Ventura County sometime in the future. VCTC will soon begin a Zero-Emission Vehicle Rollout Plan to prepare for state requirements to transition to emission-free public transit vehicles by 2040. That Rollout Plan may lead to changes in the Valley Express fleet and services in the future.

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 reasonable efforts to keep all interested individuals and entities informed as to changes in the schedule. Schedule

adjustments will be posted to the VCTC website.

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

July 25, 2022	Issue RFP
August 15, 2022	Optional virtual Pre-proposal meeting
August 19, 2022	Written questions due
August 25, 2022	Written responses to questions to be posted to website
September 15, 2022	Proposals are due – 3:00 PM PDT
September 16, 2022	Start of proposal evaluation period
September 28, 2022	Oral presentations as needed (1 hour each)
December 2, 2022	Recommendation for Award Presented at VCTC Commission Meeting
March 1, 2023	Contract begins

Note: All updates and addendums will be posted to the VCTC website (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
Valley Express
Fixed Route, Dial-A-Ride, and ADA Paratransit Services
RFP. No. 2223-VE

The Ventura County Transportation Commission (VCTC) is soliciting responses to a Request for Proposals (RFP) dated July 25, 2022, from qualified transportation providers willing to operate fixed route, ADA paratransit and general-purpose Dial-A-Ride services within the Heritage Valley. The contract term would begin March 1, 2023.

Copies of the RFP may be obtained from the VCTC website, <https://www.goventura.org/work-with-vctc/contracts/> beginning July 25, 2022. **An optional virtual pre-proposal conference will be held at the VCTC offices on August 15, 2022, at 11:00 AM PDT.** Interested parties are asked to email a copy of any questions regarding this procurement prior to the pre-proposal meeting to: Claire Grasty, Director of Public Transit: cgrasty@goventura.org The VCTC offices are located at 751 E. Daily Dr. STE. 420, Camarillo, CA 93010

The deadline for proposal submission is September 15, 2022, at 3:00 PM PDT. 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 outlined in Form A “Proposer Checklist of Minimum Required Elements” and as further described in detail below with their proposal. Failure to provide any of the required documentation shall be cause for a 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.

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.

Prior to March 2015, the transit service within the Heritage Valley was limited to a demand-response general public Dial-A-Ride service (VISTA Santa Paula and VISTA Fillmore Dial-A-Ride services). In 2013, VCTC commissioned the Heritage Valley Transit Study, which recommended implementation of local fixed-route bus service to provide cost-effective service to meet the evolving needs of the community.

The Valley Express service is managed and administered by the Ventura County Transportation Commission and provided through a cooperative agreement between VCTC, the cities of Fillmore and Santa Paula, and the County of Ventura. The Valley Express fixed-route service launched in March 2015, replacing a general public Dial-A-Ride program which no longer met the needs of the community efficiently. Valley Express routes link passengers to medical, civic, shopping, educational, and tourist destinations, as well as regional connectivity via VCTC's Highway 126 service.

The Valley Express fixed-route service includes four (4) routes serving the cities of Fillmore and Santa Paula as well as the unincorporated community of Piru. Two (2) seasonal trippers operate during the school year. Service hours vary by route. Weekday service operates from approximately 6:15 a.m. to 7:45 p.m. Weekend service operates in Santa Paula and Piru from approximately 8:00 a.m. to 5:45 p.m. Service is not operated on designated holidays. Dial-A-Ride service is available to the general public, with priority given to ADA-certified individuals.

Dial-A-Ride service is available throughout Santa Paula, Fillmore, and the unincorporated areas that make up the Heritage Valley. The Dial-A-Ride service operates weekdays from 5:45 a.m. to 7:45 p.m. and weekends from 8:00 a.m. to 6:00 p.m., excluding designated holidays.

6. SCOPE OF WORK

6.1. Route and Service Description

Fixed Route

The Contractor shall operate all designated routes using VCTC-owned buses with Contractor-provided operators. Contractor shall provide at the Contractor's expense, supplies and accessories necessary for safe operation of such vehicles. All related costs shall be included in the Contractor's proposed hourly service rate. Proposers may choose to include the cost of fuel in there proposed hourly service rate or to pass through that cost to VCTC.

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

	Sta. Paula A&B Circulators	Fillmore Circulator	Piru Shuttle	Seasonal Tripper Service
Route Cycle	30 min	20 min	30 min	40 min
Headways	45 min (avg)	30 min (avg)	40 min (avg)	Varies (3 trips)
Weekday Hours	6:30am – 3:00pm	7:30am – 5:00pm	6:00am-8:00pm	7:00am-8:00am 12:00pm-3:30pm
Weekend Hours	10:00am – 4:30pm	N/A	8:00am-6:00pm	N/A
Weekday Drivers	1	2.5	2	2
Weekend Drivers	1	N/A	1	N/A
Revenue Vehicles per day	1	3	2/1 (wknd)	2
Capacity Per Bus (Amb/WC)	23 (17/2)	23 (17/2)	23 (17/2)	23 (17/2)
Yearly Revenue Hours	1,500	1,300	2,800	575

Total scheduled hours equal 6,175 revenue vehicle hours annually. VCTC may adjust routes and schedules from time to time. Actual revenue vehicle hours may be lower if schools are not in session, trips are missed or other occurrences.

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 (1) hour of a requested pickup time.

Dial-A-Ride General Service Framework

Dial-A-Ride general service weekday hours are 6:00 a.m. 8:00 p.m. and weekend hours are 8:00a.m. –6:00 p.m. Projected yearly revenue hours are not to exceed 12,000.

Expansion Option: During the period of this contract VCTC may consider service expansion options and may increase Valley Express transit service by up to 9,000 revenue vehicle hours annually. 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 - Proposal Evaluation and Criteria)

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 (1) day, and up to one (1) week, in advance and service is to be scheduled for within one (1) hour of a requested pickup time. Same day trip reservations are not required but may be accommodated depending on space availability.

Complementary ADA paratransit service is provided during the hours of operation set up VCTC and in the three-quarter (3/4) mile service area of the Santa Paula Commuter Bus route. Days and times of operation may be changed by VCTC to accommodate local needs.

Ridership (including PCAs) in recent years, which may not predict future ridership, is shown below.

7/1/19 to 6/30/20 – 5,176 passengers
7/1/20 to 6/30/21 – 1,058 passengers
7/1/21 to 6/14/22 – 1,608 passengers

If fixed route service is changed, the service area and available hours of service for complementary ADA paratransit may change as well.

ADA Paratransit General Service Framework

Santa Paula and Fillmore weekdays hours are 6:00 a.m. - 8:00 p.m. and weekend hours are from 8:00 a.m. – 6:00 p.m. The Fillmore-Piru Shuttle weekday hours are 7:00 a.m. - 4:00 p.m. with no weekend hours.

Holidays and Special Events

There will be no scheduled fixed route or Dial-A-Ride service on the following six (6) 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. Do you have any idea how many hours may be requested for special services? Can you guess at a not to exceed amount?

Service Adjustments

Demand for service may increase or decrease from time to time, requiring an adjustment of hours, and/or 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 Option

Proposers are requested to provide an hourly rate for the base service package and an option that includes all costs associated with providing up to 9,000 additional revenue service hours annually. Expansion service hours will be compensated based on the proposed expansion service rate contained in the cost proposal. If the option is implemented over time or all at once, VCTC will be allowed to increase or decrease total annual revenue hours (i.e. the base package + elected option) by 20% without affecting the hourly rate for service.

6.2. Fare Structure

Fare boxes and pass card-readers will be provided by VCTC and will be maintained by Contractor. Contractor shall collect the fares and charges established by VCTC. Fare collection and all related security measures, including armored car service, 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 overtime. 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 Valley Express, the fares and fare

types are subject to change:

Fixed Route Adult	\$1.25
Fixed Route Youth (<18).....	\$0.60
Fixed Route Child <5.....	Free
Fixed Route Senior/Disabled	\$0.60
Dial-A-Ride Adult/Youth	\$2.00
Dial-A-Ride Child <5	Free
Dial-A-Ride Senior/Disabled	\$2.00
ADA Paratransit	\$2.00

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 Valley Express 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	QTY	Ambulatory Capacity	Wheelchair Capacity	Manf. / Chassis	Engine	Fuel
Cutaway Bus (23' L)	5	12 Passengers	2 WC Users	Glaval	6.0 V8	Gasoline
Cutaway Bus (25' L)	5	16 Passengers	2 WC Users	Glaval	6.0 V8	Gasoline
Cutaway Bus (26'L) Low floor	5	23 Passengers	2 WC Users	ARBOC	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 (and if appropriate collect) surveys, as well as passenger notices. Contractor will 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.

Vehicle Signage

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 or other means 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, including COVID-19 reporting and tracking requirements. The Contractor shall comply with all State and Federal requirements related to non-discriminatory recruiting and hiring practices.

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, to the extent permitted 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.

Pursuant to Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2, VCTC shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at

least ninety (90) days, the employees of the previous Contractor. Contractor shall declare, as part of its proposal, whether or not its firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Labor Code section 1070, et. seq, the following shall apply:

A successor Contractor or subcontractor who agrees to retain employees, pursuant to Labor Code section 1072, subdivision (a), shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's 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 the successor Contractor or subcontractor.

If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successor Contractor.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

In accordance with the California Labor Code, the successful Contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Contractor in any superior court having jurisdiction over the successor Contractor.

The existing service Contractor will make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to proposers at least thirty (30) days before proposals are due.

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 (English/Spanish). Contractor shall also install and maintain a TDD system for the hearing impaired. Contractor shall maintain at its own expense at least two (2) distinct telephone lines: one (1) line advertised for and dedicated to ADA Paratransit trip reservations and one (1) line dedicated to the Valley Express 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 a Valley Express operator for information. Each line shall rollover to at least two (2) 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 - Performance Measures)

Key Personnel

The Contractor shall employ other persons as are necessary to enable the Contractor to perform the services of the contract. Proposers shall submit a Comprehensive Staffing Plan. The drivers, dispatchers and supervisors must be dedicated to the Valley Express. VCTC reserves the right to require immediate removal or reassignment of any Contractor employee for Valley Express 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 Valley Express. The Project Manager must have at least five (5) 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 Valley Express operation.

Operations Supervisor(s): Contractor shall employ no less than one (1) 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 Valley Express 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 Valley Express. Contractor should endeavor to ensure that the communication system covers the entire service area. If the Contractor identifies any "dead spots" it should notify VCTC and suggest how best to provide acceptable communications.

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 (1) 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 (1) 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 Valley Express 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 Valley Express 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.

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 and approval.

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 (1) 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 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
- Use of dispatch and related software and devices

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 and approve 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 (6) 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.

Additionally, contractor shall comply with federal regulations relating to the Public Transportation Agency Safety Plan (PTASP) including implementing safety committees and adhering to plan requirements.

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 (5) 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 (2) moving violations in the past five (5) years and no DUI convictions within the last seven (7) 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 leased vehicle in revenue service. Drivers shall:

- Appear neat and clean, in approved uniform
- Be helpful and courteous to passengers at all times
- Operate the vehicle safely and legally
- Report all accidents and incident to a dispatcher or supervisor as soon as possible. Drivers are not to leave the scene of an accident without the permission of a manager, supervisor or dispatcher
- 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

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 or crime of moral turpitude.
- 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 directed by the VCTC. Emergency service does not constitute an expansion of service. (See sections 8.8 – Force Majeure)

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 VCTC, to respond to emergencies and routine concerns that from time to time occur while 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 or email within 15 minutes by Contractor staff or management. In case of injury accidents, notification shall occur as soon as practicable. A complete written report on any accident will be delivered to the Transit Program Manager or designate as soon as it is practical to do so but no longer than twenty-four (24) hours or four (4) hours in the case of passenger injury. This standard applies regardless of day of week or time of day of accident or incident. Contractor must prepare and submit incident and accident

investigation reports in writing as soon as practical, not to exceed five (5) 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 shall instruct operators to report public safety incidents observed by them to the dispatcher or General Manager, who in turn, shall 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.

6.5.5. 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 Valley Express, 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 TripSpark and Mobile Data Terminals (MDTs) for its dial- a-ride and ADA paratransit operations.

TripSpark 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.

Contractor will train and provide refresher training when necessary to all staff in positions to use or supervise the use of the software and related devices.

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.

On-Board Cameras

All buses used for this service are equipped with cameras. Images and recordings from the cameras will be available and used by both the contractor and the VCTC.

Contractor will maintain the cameras and related systems and train personnel on their use and maintenance as needed. VCTC should be notified immediately if cameras are damaged or malfunctioning.

6.6.7. 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 Valley Express Transit Service.
- A log of passenger complaints, with date of receipt, date of resolution, type of complaint, actions taken and additional appropriate details

All operating records shall be property of VCTC and available to VCTC or designated parties for immediate inspection upon request.

Ridership Reports

Ridership information shall be collected on all Valley Express 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 VCTC within five (5) business days from the end of each month. Contractor shall create and send to VCTC any special reports it may request from time to time.

Passenger Complaints

Contractor shall conduct an investigation of each complaint to identify cause and prevent recurrence and respond with written correspondence to VCTC within five (5) business days of receipt. Any comments received by the Contractor be forwarded to VCTC within 24 hours. VCTC will respond to complainant.

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. Monthly reports will be sent electronically to VCTC not later than the 5th of the following month. Annual reports must be

submitted not later than 20 days into the next year. 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 TripSpark software. 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 (5th) 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 by vehicle
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

Each proposal should include a sample format for monthly reports

6.6.3 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.

6.6.4 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. VCTC also reserves the right to revise the performance measures after consulting with the Contractor. 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 a rate equal to cost to VCTC.

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. (See section 6.7.4 - Return of Vehicles)

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), mobile data terminals, cameras, and Automatic Vehicle Location (AVL) equipment. Contractor will be responsible for programming electronic head signs.

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 into 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.

Repairs

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/her 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 (14) 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 VCTC, shall provide all vehicle body repair work and painting. All bodywork and painting shall be performed to industry best standards, or VCTC specifications.

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.

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 monthly for all vehicles that includes (but is not limited to):

1. Road call reports
2. Preventative Maintenance reports
3. Fleet inventory
4. Warranty reports
5. 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:

1. Vehicle identification number, license number, and funding source.
2. 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.
3. 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).
4. Documentation that preventative maintenance was performed according to the schedule established by the Contractor and approved by VCTC.
5. Vehicle maintenance requests submitted by drivers, including what action taken and when.
6. Vehicle pre-trip inspection log, signed by driver.
7. Fuel and fluid usage by month.
8. Current condition.

Maintenance Records

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

- A. Preventative and scheduled maintenance work, including parts and labor utilized
 1. Copies of work orders for all repairs and maintenance activities
 2. Reports indicating a vehicle defect
 3. Reports of road-call maintenance
 4. Warranty work
 5. 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, using 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.

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.

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 (5) working days of such inspection.

6.7.1 Bus Conditions

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

Interior

Contractor shall 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, cameras 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.
- Remove graffiti.

Exterior

Drivers shall inspect exterior of the bus and note any new cracks, dents, scrapes, graffiti, and any other markings. Driver shall make a report 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

Pre-trip Inspection & Daily Servicing

Contractor will require each driver inspect each vehicle regarding 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.

6.7.2 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 proposal should indicate if the facility is owned or leased currently by the contractor. If not, please advise how VCTC can be sure that the facility will be available if the firm is the successful bidder.

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), desktop and lap top computers to operate out of the office space.

If vehicles will not be fueled in the facility, indicate where the fueling will take place.

Functional areas include:

- A. Dispatch Areas: Suitable office space shall be dedicated and functionally organized to accommodate the dispatch staffs required by Valley Express. There 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 build up 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 should be of sufficient size to accommodate the current fleet of 15 vehicles, five (5) potential expansion vehicles as well as the non-revenue support vehicles. The facility shall provide dedicated parking as well as efficient and safe staging of Valley Express 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 Valley Express. 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 Valley Express

revenue service vehicle is twenty-six (26) 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.

- 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.
 - 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 Valley Express staff is being provided.
- E. 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.
- F. 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.

6.7.3 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.

6.7.4 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.

6.2 Implementation Plan

Critical to the success of Valley Express 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 Valley Express 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.

Cover Letter

Each proposal must be accompanied by a cover letter that contains the title "Valley Express" 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 (2) 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.

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 and what percentage of their time will be devoted to it. Describe their unique skillset and familiarity with the service area and ridership, and experience with the type of service operated. For everyone named, provide the following:

- Résumé
- Qualifications
- Training, including accreditation and use of TripSpark 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.**

Bidder Financial Status

Proposers must submit sealed with their original proposal a detailed company financial 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.

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 - Vehicle Maintenance)

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.

Implementation Plan and Timeline

A detailed timeline and description of all transition and startup activities required to be prepared to effectively deliver transit service March 1, 2023, 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.

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:

1. Describe approach, capacity and management philosophy for public transit operations and maintenance.
2. 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.
3. Describe recruitment strategies, hiring procedures and retention approach for the selection of professional operators.
4. Describe the training program to be used 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 Valley Express fleet.
5. Describe experience with scheduling /dispatching software.
6. Describe proposed method of fare collection, including security, accounting, and cash handling procedures. Describe procedures and personnel in this phase of the work.
7. Describe plan for monitoring of on-time performance, driver customer service and compliance with ADA and system/VCTC policies and procedures.

8. Describe supervisory, call center and dispatch operation. How will communication flow in this area?
9. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports.
10. 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.
11. 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.
12. Describe vehicle fueling procedures.

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, C-1 and C-2). 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. Proposers may choose to include fuel in their hourly rate or request to have such costs pass through to VCTC. Proposers should state their preference.

The required forms and component sheets are:

Form C - Bid Rates:

- Base Package Hours Only;
- Option - Base Package + Expansion Option up to 9,000 additional revenue vehicle hours per year

Forms C-1 and C-2 - Detailed Cost Component Sheets:

- Form C-1 - Base Package
- Form C-2 Expansion Option - Base Package + Expansion up to 9,000 additional revenue vehicle hours per year

All proposers shall assume the estimated vehicle service hours contained in Exhibit 4 in preparing their cost proposal. All back-up documentation that reflects 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 (1) fixed hourly rate (Form C) and Cost Component Expansion Sheet (Forms C-2) Proposers are to explain in line-item detail the cost components of the base package as well as the expansion option.

Contractor shall be reimbursed for the following defined service hours:

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 Valley Express 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 breaks or other off-duty 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.

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, 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 and 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.

7.3.1 Proposal Submission

Optional Pre-proposal Conference

An optional pre-proposal conference will be held virtually on August 15, 2022, at 11:00 AM. 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 and/or receive the meeting link, please contact Jeni Eddington, Administrative Assistant, at jeddington@goventura.org. Further questions will be answered prior to the proposal deadline date (See section 2 - Schedule of Events that Guide the RFP Process).

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.

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 Claire Grasty, Director of Public Transit, VCTC at 805-642-1591 ext. 115.

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 Director to determine if addenda were issued, and bidders must acknowledge all addenda in their proposal.**

Contracting Agency

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

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.

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 Director of Public Transit. 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.

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. VCTC may request best and final offers from any or all proposers responding to this RFP.

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 Director of Public Transit. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

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 submitting 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.

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.

Proposal Interpretations and Addenda

VCTC will publish on its website (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.

Execution of Proposals

If the proposer is a corporation the proposal must be signed on behalf of the corporation by two (2) 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 (1) copy of the proposal that will be submitted to VCTC.

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 shall 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 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.

Five (5) hard copies of the proposal, as well as in one (1) electronic copy of the proposal (stored via removable flash drive), are to be submitted to **Claire Grasty, Director of Public Transit, Ventura County Transportation Commission, 751 E. Daily Dr, Suite 420, Camarillo, CA 93010 on or before September 15, 2022, by 3:00 PM PDT.**

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. **Prefacing the proposal, the proposer shall provide:**

1. A Cover Letter
2. An Executive Summary of three (3) pages or less which gives in brief, concise terms, a summation of the proposal
3. Provide a statement that the proposal is valid for a minimum period of three hundred sixty-five
4. (365) days subsequent to the RFP closing date.
5. Provide affirmative statement that they can meet the insurance requirements contained in this RFP.
6. The Completed Checklist of *Minimum Required Elements* (Form A)
7. Acknowledgement of all addenda

7.4 Evaluation Panel and Scoring Process

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.

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 plus 10 bonus 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 – Employees Covered Under the state of California Labor Code Section 1072).
- 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 - FTA Contractual Provisions).

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 - Drug Place Workplace Requirements).

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 no later than the 10th day of the following month. 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.

VCTC may also deduct penalties for not meeting performance measures from payments to Contractor.

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 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

Promotional Use of Vehicles

The Contractor shall provide such buses with a trained driver as VCTC may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to VCTC for a period of up to three (3) hours.

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 Valley Express without first receiving approval from the VCTC Executive Director or his/her representative.**

Conduct of Surveys and Data Collection

Additional documentation of the project will be provided through passenger surveys. Authorized representatives of VCTC including consultants and/or contractors 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, collection of completed surveys, 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.

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 or deducted from an invoice, and any and all advertising revenues shall be the property of VCTC.

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.

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.

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.

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, including as part of the Transit Mutual Aid Compact (TransMAC) that Valley Express is a member of. The Valley Express is a member of. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner directed by the VCTC Executive Director or his/her designee. However, VCTC or the requesting agency 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.

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 (4) times per year. VCTC should be notified of date, time and place of these meetings and may attend the meetings if they so choose.

8.8. Force Majeure

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, 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) unforeseen 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 and annually thereafter, 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 Indemnification

Liability Insurance

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

COMMERCIAL GENERAL LIABILITY Insurance. (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$25,000,000 per accident for bodily injury and property damage.

COMPREHENSIVE AND COLLISION: With respect to the vehicles to be used under the terms of the Agreement, including CONTRACTOR owned or VCTC provided vehicles, CONTRACTOR shall maintain in full force and effect vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most CONTRACTOR will pay for any one loss is the lesser of: 1) the actual cash value of the damaged stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value of the fleet inventory. An adjustment for depreciation and physical and condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than the like kind of quality,

CONTRACTOR will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the VCTC as a loss payee for VCTC owned/provided. CONTRACTOR shall provide the VCTC with a Certificate of Insurance showing compliance with the requirement of this paragraph.

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.

Required Language

THE CERTIFICATE MUST ALSO CONTAIN THE FOLLOWING LANGUAGE:

1. "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."
2. "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."
3. "The policy will not be canceled or materially changed without thirty (30) days prior written notice to the COMMISSION."

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.

Indemnification

To the fullest extent permitted by law, 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 a 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.

Additional insurance requirements are contained in the sample agreement.

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

In addition to the requirements outlined below, VCTC, after consulting with the Contractor, may develop additional reasonable requirements under the Agreement.

- A. 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.
- B. 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 effect whatsoever unless set forth in writing and signed by both parties hereto.
- C. 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 the Agreement, the RFP, all exhibits and attachments and the Addenda govern over the Proposal unless specifically stated otherwise.
- D. 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.
- E. 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.
- F. The Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.
- G. The Agreement and the RFP shall be interpreted in accordance with the domestic laws of the State of California with any dispute venues in the court of competent jurisdiction in Ventura County.

8.15. 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 or the specific provision of the California Public Records Act supporting the claimed exemption shall be deemed to have waived any right to an exemption from disclosure as provided by said Act and shall release and hold harmless VCTC from any harm resulting from VCTC's release of said materials.

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 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. List of Exhibits and Forms

Exhibit 1 – FTA Contractual Provisions

Exhibit 2 – Protest Procedures

Exhibit 3 – Covered Employee Information

Exhibit 4 – Proposed Level of Service

Exhibit 5 – Drug Free Workplace Requirements

Exhibit 6 - VE TS Agreement (Draft)

Form A – Proposer Checklist of Minimum Required Elements

Form B – Proposer Certification Statement

Form C – Cost Proposal

Form C-1 – Base Package: Cost Component Detail

Form C-2 – Expansion Option: Cost Component Detail 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 VCTC'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 VCTC which would cause VCTC 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. CLEAN ENERGY

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 to:

- A. 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. 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. 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.

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.

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, 751 E. Daily Dr., Suite 420, Camarillo, CA 93010.
 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 times 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 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 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.

<u>EMPLOYEES</u>	<u>WAGE SCALE</u>
Driver - 22	\$10.09 - \$14.23
Full-time – 10	
Part-time – 12	
Supervisors - 2	\$10.44 - \$21.48
Dispatchers - 7	\$ 9.32 - \$15.53
Mechanic - 1	\$16.50
Part-time - 1	

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.

BASE PACKAGE	HOURS OF SERVICE
Fixed Route - Fillmore Service	1,300
Fixed Route - Piru Service	2,800
Fixed Route - Santa Paula	1,500
Seasonal Tripper Service	575
Dial-A-Ride not to exceed	12,000
TOTAL BASE PACKAGE	18,175

EXPANSION OPTION	ADDITIONAL HOURS OF SERVICE	TOTAL ESTIMATED HOURS OF SERVICE
Fixed Route and/or Dial-A-Ride	9,000	27,175

EXHIBIT 5 - DRUG FREE WORKPLACE REQUIREMENTS

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

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 required elements (Section 7.3.1)
- _____ Proposer Certification Statement (Form B)
- _____ Description of Qualifications (Section 7.3.2)
- _____ Firm Financial Status Information (Section 7.3.3)
- _____ Fleet and Facility Plan (Section 7.3.4)
- _____ Comprehensive Staffing Plan (Section 7.3.5)
- _____ Training Program (Section 6.6.1.2)
- _____ Implementation Plan (Section 6.8) and Timeline (Section 7.3.6)
- _____ Performance Plan (Section 7.3.7)
- _____ Examples of monthly reports (Section 6.6.6)
- _____ Form C - Cost Proposal (Form C) and Cost Components (Forms C-1 and C-2)
- _____ Form D - Lobbying Certification col
- _____ Affidavit of Non-collusion (Section 7.3.9.12)
- _____ Form E - Certification Regarding Suspension or Debarment
- _____ One (1) original completed proposal with sealed financial information
- _____ One (1) electronic copy of the completed proposal: PDF file as well as Excel file of Forms C, C-1, and C-2.

FORM B - PROPOSER'S CERTIFICATION STATEMENT

Proposing Firm

Name:
Address:
Telephone:
Facsimile:

Lead Representative

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

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

Authorized Signature:
Printed Name:
Title:
Firm:
Date:

Submitted in response to
Ventura County Transportation Commission
RFP No. 2223-VE

FORM C - COST PROPOSAL

Directions: Multiply the hourly rate by the proposed number of hours to calculate the total annual costs.

EFFECTIVE YEARS										
PROJECTED ANNUAL HOURS		PERIOD ONE		PERIOD TWO^		PERIOD THREE^		PERIOD FOUR^		TOTAL COST ALL PERIODS (Sum periods 1-4)
		Hourly Rate*	16 Mos. Total Cost**	Hourly Rate*	One Year Cost**	Hourly Rate*	One Year Cost**	Hourly Rate*	One Year Cost**	
BASE PACKAGE	24,231 (16 mos) 18,175 (12 mos.)	\$	\$	\$	\$	\$	\$	\$	\$	\$
EXPANSION OPTION	36,900 (16 mos) 27,675 (12 mos)	\$	\$	\$	\$	\$	\$	\$	\$	\$

[^] Rates for Periods 2 - 4 will be adjusted according to the change in the specified Consumer Price Index (CPI) from the prior period.

* Hourly Rate should match Line 12 on Forms C-1 and C-2.

** Period One is a sixteen month contract period. Periods 2-4 are each a one year contract period.

VCTC reserves the right to adjust service, at any time, plus or minus twenty percent (20%) from the projected number of hours, including the proposed options, without affecting the rates for service. Modifications to services may include (but are limited to): extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours.

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm

**Submitted in response to
Ventura County Transportation Commission
RFP No. 2223-VE**

FORM C-1- BASE PACKAGE: Cost Component Detail

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

EFFECTIVE YEARS					
	<u>Period One</u> (16-months)	<u>Period Two</u> (12-months)	<u>Period Three</u> (12-months)	<u>Period Four</u> (12-months)	<u>Total Cost</u> (Periods 1-4)
<u>Operating Costs</u>					
Driver Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Supervisor / Dispatch Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mechanic Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utility Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fuel (Revenue Vehicles)*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fuel (Support/Lunch Vehicles)*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Employee Fringes, benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
* Leave blank if bidding firm is choosing to pass the cost of fuel through to VCTC.					
Line 1 Total Operating Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Maintenance Costs</u>					
Parts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Rebuilds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Tires	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 2 Total Maintenance Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

FORM C-1- BASE PACKAGE: Cost Component Detail

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

		EFFECTIVE YEARS				
<u>Administration Costs</u>						
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 3	Total Administration Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Maintenance / Operating Facilities</u>						
	Facility _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 4	Total Maintenance/Operating Facilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Profit</u>						
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 5	Total Profit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Other Capital Costs</u>						
	Support/Lunch Veh _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 6	Total Other Capital Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Insurance Costs</u>						
	Bond _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	General Liability _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Auto Liability _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 7	Total Insurance Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

FORM C-1- BASE PACKAGE: Cost Component Detail

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

		EFFECTIVE YEARS				
<u>Startup Costs</u>						
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 8	Total Startup Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Other Costs</u>						
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 9	Total Other Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
LINE 10	TOTAL COSTS (sum lines 1 - 9)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
LINE 11	PROJECTED HOURS OF SERVICE (Base Project)	24,231	18,175	18,175	18,175	78,756
LINE 12	PROPOSED HOURLY RATE(S) (divide line 10 by line 11)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature of Firm Representative

Date

Printed Name and Title

Name of Firm

Submitted in response to
Ventura County Transportation Commission
RFP No. 2223-VE

FORM C-2 - EXPANSION OPTION: Cost Component Detail

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

EFFECTIVE YEARS					
	<u>Period One</u> (16-months)	<u>Period Two</u> (12-months)	<u>Period Three</u> (12-months)	<u>Period Four</u> (12-months)	<u>Total Cost</u> (Periods 1-4)
<u>Operating Costs</u>					
Driver Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Supervisor / Dispatch Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mechanic Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utility Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fuel (Revenue Vehicles)*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fuel (Support/Lunch Vehicles)*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Employee Fringes, benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
* Leave blank if bidding firm is choosing to pass the cost of fuel through to VCTC.					
Line 1 Total Operating Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Maintenance Costs</u>					
Parts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Rebuilds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Tires	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 2 Total Maintenance Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Administration Costs</u>					
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 3 Total Administration Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Maintenance / Operating Facilities</u>					
Facility	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 4 Total Maintenance/Operating Facilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Profit</u>					
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 5 Total Profit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Other Capital Costs</u>					
Support/Lunch Veh	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 6 Total Other Capital Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Insurance Costs</u>					
Bond	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
General Liability	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Auto Liability	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Line 7 Total Insurance Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Startup Costs

_____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Line 8 Total Startup Costs \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Other Costs

_____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

_____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Line 9 Total Other Costs \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Line 10 TOTAL COSTS (sum lines 1 - 9) \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Line 11 PROJECTED HOURS OF SERVICE 36,900 27,675 27,675 27,675 119,925
(up to 9,000 additional service hours)

Line 12 PROPOSED HOURLY RATE(S) \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
(divide line 10 by line 11)

Signature of Firm Representative

Date

Printed Name and Title

Name of Firm

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 Firm Representative

Date

Printed Name and Title

Name of Firm

Form E Certification Regarding Suspension and Debarment

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's Excluded Parties List System (EPLS), Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to VCTC.

By signing and submitting its bid or proposal, the bidder or proposer, under penalty of perjury, declares that the foregoing certifications and assurance are true and correct and certifies as follows:

This certification 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 further agrees to include a provision requiring such certifications in its lower tier covered transactions.

Signature of Firm Representative

Date

Printed Name and Title

Name of Firm

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

This Transit Services Agreement (“Agreement”), dated as of _____, 2022 (“Effective Date”) entered into by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (hereinafter “COMMISSION” and also “VCTC”) and _____, a California corporation (hereinafter “CONTRACTOR”). For the purposes of this Agreement, the COMMISSION and CONTRACTOR shall be jointly referred to as “Parties” and singularly as “Party.”

RECITALS

WHEREAS CONTRACTOR represents that it has the management and technical personnel, qualifications, expertise, skill and other assets necessary for the support of the COMMISSION’s transportation project; and

WHEREAS COMMISSION is party to the Heritage Valley Transit Service Cooperative Agreement, entered into between the Cities of Santa Paula, Fillmore, the County of Ventura, and COMMISSION, and COMMISSION is responsible for the administration of the transit service; and,

WHEREAS COMMISSION wishes to contract out daily management, operation and maintenance functions of the Heritage Valley Transit Service, which includes, Fixed-Route, Dial-a-ride and ADA Paratransit Services for the Heritage Valley (“Project”); and

WHEREAS COMMISSION wishes to enter into an Agreement with CONTRACTOR to provide services for this Project.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein, COMMISSION and CONTRACTOR hereto agree as follows:

1. Purpose. COMMISSION hereby contracts with CONTRACTOR to provide all necessary transportation management, personnel, equipment, materials, supplies, operations and maintenance services for the Project as set forth in Exhibit A “Scope of Work” subject to the terms and conditions of this Agreement.
2. Standard of Performance. CONTRACTOR shall perform all services required pursuant to this Agreement according to the highest standard of care observed by a competent and professional common carrier.
3. Definitions.

Transit Services Agreement between
VCTC and

- i. “Transit Facility” refers to the CONTRACTOR’s local base of operations for dispatch, administration, maintenance and vehicle parking operated in the performance of this Agreement.
- ii. “Revenue Vehicle(s)” or “Transit Vehicle(s)” refers to the transit buses used to operate the service, and provided to the CONTRACTOR by VCTC, as well as any transit buses that may be provided by CONTRACTOR pursuant to this Agreement.
- iii. “Vehicle Revenue Hours/Miles” refers to scheduled transit service transporting fare-paying customers. Revenue service does not include lunches/meal breaks or driver shuttle time, or time spent by driver between split shifts in the field or at the yard.
- iv. “Key Personnel” refers to the following CONTRACTOR employee positions: Project Manager (also referred to as General Manager), and Maintenance Manager.
- v. “Scheduled Time-points” are bus stops with departure times specifically noted (or for the last stop on a route, the noted arrival time) in the VCTC transit route schedules distributed for public consumption.
- vi. “Layover” refers to scheduled time for bus driver to be stopped at a bus stop or transit center when driver may be engaged with passengers. Does not include non-revenue service hours.
- vii. “Recovery” refers to the extra driver service time scheduled between trips that is not included on published schedules distributed for public consumption.
- viii. “Deadhead time/miles” as used herein, refers to the miles and hours that a revenue vehicle travels when out of revenue service. Deadhead includes revenue vehicles leaving or returning to the garage or yard facility, or when there is no expectation of carrying revenue passengers, but does NOT include any costs for providing driver reliefs, shift changes, shuttling vehicles to off-site fueling, etc. Deadhead does not include charter service, school bus service, operator training, or maintenance training. The COMMISSION shall pay contractor for approved deadhead time incurred for provision of Dial-a-ride/ADA Paratransit service. COMMISSION will approve the amount of deadhead time paid each month (reported by CONTRACTOR) based upon the existing schedule.
- ix. “Driver Break” or “10-minute break” used herein refers to the legally required paid rest breaks given to drivers while in the field.
- x. “Split Shifts” refers to a driver’s daily assignment that has at least two shifts of work

(typically a morning or “A” piece and an afternoon or “B” piece) with greater than thirty-one minutes (31) of unpaid time during the course of his/her daily assignment that occurs between the two or more pieces of work/shifts.

- xi. “Duty Free Meal breaks” or “Lunches” refers to legally required driver breaks when driver is freed from all duties by employer as required by California law.
 - xii. “Dial-a-ride Service” refers to curb to curb on-demand transportation, including ADA Paratransit services.
 - xiii. “On-demand” refers to trips scheduled in advance through CONTRACTOR dispatch/reservations staff.
 - xiv. “Scheduling Database” or “CAD system” refers to computer scheduling software provided by VCTC and required for use by CONTRACTOR used to log and record all trip reservations, including pickups and drop-offs.
 - xv. “Business Day(s)” refers to days that the VCTC administrative offices are open for business, typically Monday through Friday. Does not include Saturdays and Sundays or when federally recognized holidays occur.
 - xvi. “Calendar Day(s)” all days of the week, excluding days when federally recognized holidays occur and VCTC transit service is not operated.
 - xvii. “Driver Vehicle Inspection Report” or “DVIR” or “Pre-trip Inspection Report” is the daily vehicle inspection report required by law that is completed by each transit vehicle operator prior to, and following the completion of, operation of a revenue vehicle.
 - xviii. “Spare vehicles” refers to revenue vehicles that are not in use but available for service.
4. Scope of Work: CONTRACTOR shall provide services at the time and place and in a manner specified as set forth in Exhibit “A” (Scope of Work), Exhibit “B” (Request for Proposals), Exhibit “C” (Contractor Proposal), Exhibit “D” (Vehicle Lease Agreement), and Exhibit “E” (Federal Transit Administration Requirements) all of which are attached hereto and incorporated herein by reference, which services and tasks are subject to review and approval, as required, by COMMISSION. In event of a conflict or inconsistency between this Agreement and the terms of Exhibit “C,” this Agreement shall control.

5. Term. The term of this Agreement shall begin on March 2, 2023, and shall end on June 30, 2027 (“Initial Term”), unless the term of this Agreement is otherwise terminated or extended in accordance with this Agreement.

The COMMISSION may, in its sole discretion, exercise an option to extend this Agreement for a maximum of three (3) additional years, either as individual one (1) year extensions or a single three (3) year extension. In the event VCTC exercises its options to extend this Agreement, VCTC will provide written notice of its decision to exercise Option Year One no later than twelve (12) months prior to the expiration of the Initial Term. To exercise subsequent options (i.e., Option Year Two and Option Year Three), VCTC will provide written notice of its decision to exercise its option no later than six (6) months prior to the expiration of the current Option Year term. The exercise of the options shall be within the sole discretion of VCTC and the exercise of one option does not guaranty or mean that the succeeding option or options will be exercised; provided, however, that the subsequent options may not be exercised unless the immediately preceding option has been exercised. VCTC’s written notice to exercise any renewal option does not preclude VCTC from soliciting proposals from other transportation service providers. The schedule of the Initial Term, and subsequent option years, unless modified in writing, follows in the table below:

Term	Start Date	End Date
Initial Term	3/2/23	6/30/27
Option Year One	7/1/27	6/30/28
Option Year Two	7/1/28	6/30/29
Final Option Year Three	7/1/29	6/30/30

6. Effective Date of Agreement. This Agreement shall become effective upon the Effective Date listed above. However, CONTRACTOR will not commence Revenue Services until the Start Date for the Initial Term listed above. VCTC may issue a preliminary written Notice to Proceed (“NTP”) to CONTRACTOR to allow CONTRACTOR to perform only reasonably necessary start-up activities in preparation for Revenue Services.
7. Maximum Compensation. For the Initial Term of the Agreement, COMMISSION agrees to pay CONTRACTOR in consideration for all of its services provided as described in the Scope of Work. In no event shall the total amount of this Agreement exceed [INSERT NOT TO EXCEED WHEN DETERMINED], (“Maximum Compensation”) for the initial term of this Agreement, notwithstanding any contrary indications that may be contained in Exhibit C. The Maximum Compensation excludes any adjustments made to compensation as a result of performance incentive payments or assessment of liquidated damages.

8. Price Formula. For the Initial Term, COMMISSION agrees to pay CONTRACTOR for performance of the Scope of Work set forth in this Agreement as follows:

i. CONTRACTOR shall be paid a single fixed hourly rate for billable hours operated, as defined by service mode. VCTC shall set the total number of scheduled hours.

a. Fixed Route Service mode: Billable time for Fixed Route Service begins when passenger service begins; that is when the transit or revenue vehicle is operating along the scheduled fixed route or engaged in revenue service, and ends when out of route or no longer engaged revenue service as identified in the Fixed Route Schedules. This billable time is also referred to as Vehicle Revenue Hours or VRH. Request for reimbursement for Fixed Route VRH operated above and beyond the scheduled times shall be reviewed on a case-by-case basis and be subject to validation and approval by VCTC staff.

Fixed Route VRH 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 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 Agreement for the provision of Fixed Route Services.

b. Dial-a-ride/ADA Paratransit Service mode: Billable time for Dial-a-ride/ADA Paratransit Service begins when the Transit Vehicle is in “revenue service” (i.e., during Vehicle Revenue Hours or VRH). In addition, for Dial-a-ride and ADA Paratransit service only, CONTRACTOR shall be paid for limited deadhead time: this includes time to the first passenger pickup after leaving the Transit Facility, and until vehicle returns to the Transit Facility after dropping off the last passenger.

For the purposes of this section, “deadhead” time refers to the actual time required to travel directly from the CONTRACTOR’s transit facility to pick up the first revenue passenger, and, to travel directly to the CONTRACTOR’s transit facility after dropping off the last revenue passenger. However, reimbursement shall be based on actual deadhead time expended and limited to an average per day of thirty (30) minutes each way per 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.

Billable time for Dial-a-Ride/ADA Paratransit does 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 thirty

minutes each way for each vehicle when travelling from the Transit Facility to begin revenue service or to the Transit Facility when ending revenue service. Price paid per vehicle VRH and limited deadhead 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 Agreement for the provision of Dial-a-ride/ADA Paratransit Services.

- ii. Fixed Hourly Rate. CONTRACTOR shall be reimbursed according to the following rate schedule:

BASE PACKAGE SCHEDULED VEHICLE REVENUE HOURS (ANNUAL)	HOURLY RATE YEAR 1	HOURLY RATE YEAR 2	HOURLY RATE YEAR 3	HOURLY RATE YEAR 4	HOURLY RATE YEAR 5

* = hours +/- 20%

- a. Increases to the Vehicle Revenue Hours. In the event that VCTC increases the scheduled Fixed Route VRH, and/or increases the available Dial-a-Ride/ADA Paratransit VRH greater than twenty percent from the total amount of hours in the Base Package identified in the Scope of Work, VCTC shall reimburse CONTRACTOR according to the Option exercised. There is one option:

- **OPTION:** Fixed route expansion and/or Dial-a-Ride expansion (9,000 additional service hours)

CONTRACTOR shall be reimbursed for Expansion Options according to the following table. Expansion Option shall be determined based on the type of hours of service added to the project, i.e., Fixed Route and/or Dial-a-ride.

- b. Rates for Option Year Extension(s). Upon expiration of the Initial Term, rates for Agreement extension(s) shall be negotiated prior to the beginning of each extension no more than thirty (30) days from the date of COMMISSION's written notice to extend the Agreement.
- c. Except as specifically provided elsewhere in this Agreement, the fixed hourly rate specified in Section 8 shall provide for all costs necessary to operate transit services for the Project as defined in this Agreement.
- d. Except as set forth herein, CONTRACTOR shall, at its sole cost and expense,

provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Specifically, CONTRACTOR shall provide office, garage, bus wash, fueling and parking facilities; facility upgrade, repair and landscape maintenance; telephone and telephone maintenance, and all utilities, including high-speed internet at CONTRACTOR's proposed Transit Facility located at [INSERT ADDRESS WHEN DETERMINED], pursuant to Exhibits "A", "B" and "C" of this Agreement; all fuel, oil, solvents, grease, tires, batteries; all maintenance supplies such as filters, headlamps, anti-freeze and bus washer chemicals; vehicle parts inventory; facility insurance; radios; fare revenue processing and accounting equipment; public telephone information service during specified hours; lost and found collection; and shop equipment at the bus facility.

9. Invoices and Payment. COMMISSION shall pay the CONTRACTOR based on the costs contained in the submitted cost proposal, but not to exceed the annual budget approved by COMMISSION, for the complete and satisfactory performance of the terms and conditions of this Agreement for the period agreed upon. COMMISSION shall set and monitor the annual budget. The annual budget will be approved by the COMMISSION at the June Commission meeting.
 - a. Contractor Invoice: CONTRACTOR shall submit invoices for payment with documentation thereof in the form and number required by COMMISSION within the time specified by COMMISSION. These invoices shall be based on the fixed hourly rate(s) contained in the contract and the actual amount of vehicle revenue service hours operated.

For Dial-a-ride/ADA Paratransit service, CONTRACTOR shall schedule service and complete "trip check-in" functions or "trip reconciliation" using the CAD system provided by COMMISSION.

Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets which will be available for review by COMMISSION; additionally, COMMISSION may use Computer Aided Dispatch (CAD) records, Automated Vehicle Locator ("AVL") monitoring systems and/or in-field service monitoring to validate CONTRACTOR invoices. CONTRACTOR is required to utilize CAD and AVL systems and shall have access to same systems to assist with invoice preparation and validation.

- b. Invoice Review: 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.

- c. Invoice Payment: All payments by COMMISSION shall be made in arrears after the service has been provided. COMMISSION will pay all undisputed invoices from CONTRACTOR within thirty (30) days of an approved invoice by VCTC's Accounting Department unless the monthly reporting has not been submitted. Payment may be withheld by VCTC if monthly reports have not been submitted or other disputes exist. In the event of a disputed invoice, COMMISSION shall pay any undisputed portion(s) of the invoice within thirty (30) days of receipt by VCTC's Transit Department and the Parties shall meet as soon as possible to resolve the dispute(s). Following resolution of the dispute, the resolved invoice shall be paid within thirty (30) days of receipt of the resolved portion(s) by VCTC's Accounting Department.

Any Liquidated Damages assessed against CONTRACTOR shall be deducted from the payments to CONTRACTOR. Any Liquidated Damages imposed under this Agreement shall be in accordance with the Scope of Work attached as Exhibit "A" to this Agreement.

COMMISSION has the authority to withhold funds under this Agreement pending a final determination by VCTC of questioned expenditures or indebtedness to COMMISSION arising from past or present agreements between COMMISSION and the CONTRACTOR. Upon final determination by COMMISSION of disallowed expenditures or indebtedness, COMMISSION 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 COMMISSION if the CONTRACTOR fails to comply with the provisions of this Agreement. Payment of outstanding invoices from CONTRACTOR may be withheld by COMMISSION, without interest accruing to CONTRACTOR, if the monthly report is not submitted by CONTRACTOR in a timely manner and if non-performance has resulted in COMMISSION demand against CONTRACTOR's Performance Bond.

No advance payments will be permitted.

10. Cost of Living Adjustment. It is agreed that the annual adjustments to the fixed hourly rate and fixed monthly rate set forth in Section 8 of this Agreement shall be adjusted based on the same increase in the Consumer Price Index (CPI), Oxnard-Thousand Oaks-Ventura, CA area, but in no event more than 5% per year. In the event that circumstances arise beyond the Contractor's control that significantly affect the cost of operation, VCTC will discuss, without obligation, the possibility of adjusting the rate(s) pertinent to the changed circumstances, without any commitment on the part of VCTC to make any such adjustment. VCTC's decision on any adjustment of rates is final and binding on

CONTRACTOR. Requests for rate adjustment(s) must be made in writing no less than ninety days from the effective date of the requested adjustment(s).

11. Management and Overall Staffing. During the term of this Agreement, CONTRACTOR shall provide sufficient staffing necessary and required to perform its duties and obligations under the terms hereof. Staffing levels shall at a minimum, not fall below the position levels described in in Exhibit "C" and identified in section 11(a) of this agreement. These minimum staffing levels shall be maintained at all times with the exception of normal employee vacations and other excused absences. Reasonable time caused by employee turnover shall be allowed, including in the case of discharge or lack of notice by employee. Any position vacant more than fifteen (15) working days shall be filled by a temporary employee. The temporary employee may be a current CONTRACTOR employee on temporary assignment. However, in the event a position remains unfilled after thirty (30) calendar days for any reason, CONTRACTOR shall ensure timely replacement and provide reasonable assurances to COMMISSION of its efforts to fill the position. CONTRACTOR shall notify VCTC Transit Services Program Manager within forty-eight (48) hours when any Key Personnel positions become vacant. Failure to provide notice shall result in liquidated damages at a rate equal to cost to VCTC from payment owed the CONTRACTOR. CONTRACTOR shall provide monthly staffing reports indicating staffing levels and record of time and efforts for any unfilled positions in excess of thirty (30) calendar days, and may have the salary of the unfilled position deducted by the COMMISSION for key positions (Key Personnel) unfilled after sixty (60) days. Failure by the CONTRACTOR to continually maintain minimum staffing levels shall be considered failure to perform. Employee records shall be made available to COMMISSION for audit to certify validity and accuracy of monthly reports submitted.

CONTRACTOR shall assign only experienced management, maintenance and supervisory personnel to perform the services pursuant to this Agreement. Any Key Personnel assigned to this Project must remain in that position for a period of (2) years unless VCTC requests the CONTRACTOR to reassign the employee, the CONTRACTOR terminates the employee for reasonable cause, or the employee permanently separates employment from CONTRACTOR.

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

provide stability and continuity of management and supervision for VCTC services. VCTC does not intend to arbitrarily or capriciously restrict anyone's career ambitions; however, CONTRACTOR and CONTRACTOR's Key Personnel candidates recognize that frequent changes of management/supervision inflict intangible costs to the quality of service provided to VCTC. Should the CONTRACTOR have Key Personnel considered for promotion or transfer, within the two-year period identified above CONTRACTOR shall request approval from VCTC prior to moving the key personnel from the project.

- a. Minimum Staffing Levels: The following positions and number of employees shall be maintained at a minimum by CONTRACTOR during the term of this Agreement:

<u>Category</u>	<u>Position</u>	<u>Base Package</u> #FT / #PT Employees	<u>Option</u> #FT / #PT Employees
Key Personnel	Project Manager ("General Manager")		
Operations	Operations Supervisor		
Key Personnel	Maintenance Manager		
Maintenance	Lead Mechanic ("A" Mechanic)		
Maintenance	Mechanic (B or C)		
Operations	Dispatchers		
Operations	Reservationist		
Operators	Drivers*		
Maintenance	Utility Service Worker		

** Number of drivers may vary based on service expansion, contractor's run cut, overtime and other operational needs and decisions by the contractor.*

12. Uniforms. CONTRACTOR shall purchase uniforms for employees and shall require the employees to wear them, in accordance with CONTRACTOR policy and in compliance with this Agreement. The design, type, and logo of the uniform shirt shall be subject to COMMISSION's approval.
13. Merger and Modifications of Agreement. This writing constitutes the entire Agreement between the Parties relative to the subject matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement.
14. Renewals. If VCTC exercises its Option to extend the Initial Term of this Agreement, the Parties shall meet prior to twelve (12) months before the expiration date of this Agreement to develop a budget for the subsequent period to consider renewal; however,

COMMISSION retains the right to solicit competitive proposals for renewal at any time before the end of the Agreement period.

15. Assignment and Subcontracting. This Agreement is for the performance of transportation services for the Project and the CONTRACTOR, may not assign or subcontract its rights under this Agreement nor delegate the performance of its duties without the COMMISSION's prior written consent. The CONTRACTOR, its assigns and subcontractors will complete all obligations under this Agreement. Any subcontract, assignment or delegation without the COMMISSION's prior written consent will be void.
16. Relationship of the Parties. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement and assignment of management personnel as set forth in Section 8, and Exhibit "A"; however, VCTC shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits. Except as VCTC may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind VCTC to any obligation whatsoever.
17. Compliance with Federal Transit Administration (FTA) Requirements. The CONTRACTOR shall comply with all of the FTA contractual provisions required for agencies that accept Federal Grant Funds and shall ensure that any subcontractors also comply therewith. The provisions contained in the FTA Requirements attached to this Agreement in Exhibit "E" are incorporated into this Agreement. If there is any conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.
18. Compliance with all Applicable Laws. CONTRACTOR shall comply with all laws applicable to the performance of the work hereunder.
19. License and Permits. CONTRACTOR represents and warrants to VCTC that

CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to perform the services required pursuant to this Agreement.

20. Force Majeure. Neither party, VCTC 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, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice as soon as reasonably possible and known, 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.

In the event that circumstances arise beyond the CONTRACTOR's control that significantly affect the cost of operation, VCTC will meet and confer with CONTRACTOR 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.

21. Bond and Insurance Requirements

a. Bond Requirements:

- i. Performance Bond. Prior to February 1, 2023 and annually thereafter, CONTRACTOR shall provide VCTC with a faithful performance bonds or a letter of credit ("Bond") 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 and any subsequent option years in a form approved by VCTC, 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. Annual surety bonds or letter of credit amount will be rounded to the nearest hundred dollars.

For the purposes of this section (Section 22.a.i) of the Agreement only, “Contract Price” shall be based on the CONTRACTOR’s Cost Proposal as attached as Exhibit “C” and submitted by CONTRACTOR. If Vehicle Revenue Hours increase and new rates become effective, respective to the caused Expansion Option, the corresponding performance bond or letter of credit will be provided by CONTRACTOR upon the Bond’s annual renewal.

As attached and contained in Exhibit “C,” the Contract Price and subject bond amounts are as follows:

BASE PACKAGE

Contract Year	Total Contract Price	Percent Applied	Bond Amount
Period 1			
Year 2			
Year 3			
Year 4			
Year 5*			

*This percentage requirement also applies to any of the option years that VCTC may elect to exercise.

- ii. Changes in this Agreement, or extensions of time, made pursuant to this Agreement, will in no way release the Bond obligation. The Performance Bond will remain in effect until the expiration of six (6) months after the period in which verified claims may be filed as provided in Section 1192.1 of the Code of Civil Procedure.

b. Insurance Requirements:

The CONTRACTOR 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage should be at least as broad as:

- i. **COMMERCIAL GENERAL LIABILITY (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit
- ii. **AUTOMOBILE LIABILITY:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$25,000,000 per accident for bodily injury and property damage.

No later than thirty (30) business days prior to the commencement of work, the Contractor must furnish VCTC the following:

1. Certificate of insurance evidencing satisfaction of the above coverage requirements;
 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted no later than thirty (30) business days prior to commencement of work;
 3. Upon COMMISSION’s written request, copies of insurance policies shall be provided. Said policy copies shall be submitted within thirty (30) days of COMMISSION’s request. Certified copies may be requested.
- iii. **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.
 - iv. **Comprehensive and Collision.** With respect to the vehicles to be used under the terms of the Agreement, including CONTRACTOR owned or VCTC- provided vehicles, CONTRACTOR shall maintain in full force and effect vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most CONTRACTOR will pay for any one loss is the lesser of: 1) the actual cash value of the damaged stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property’s stated value of the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a “total loss”. If a repair or replacement results in

better than the like kind of quality, CONTRACTOR will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the VCTC as a loss payee for VCTC owned/provided. CONTRACTOR shall provide the VCTC with a Certificate of Insurance showing compliance with the requirement of this paragraph.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, VCTC requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

- v. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
 - b. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.
 - c. VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR 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 CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20

10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

CONTRACTOR Insurance Certificates Automobile and General Liability must contain the following language:

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

"Liability not covered by the above insurances whether under the Hold Harmless or Indemnity clauses of the Agreement(s) is assumed by the CONTRACTOR."

"The policy will not be canceled or materially changed without thirty (30) days prior written notice to the COMMISSION."

- d. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to VCTC .
- e. Verification of Coverage. CONTRACTOR shall furnish VCTC with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by VCTC no later than thirty (30) business days prior to the commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.
- f. Subcontractors. CONTRACTOR shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- g. Claims-made Policies limitations (note – should be applicable only to

professional liability, see below). If any of the required policies provide claims-made coverage:

1. The retroactive date of the policy 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 years after completion of the contract of work.
3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

vi. All Policies Requirements:

- a. Acceptability of Insurers. All insurance required by this section is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to VCTC.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by VCTC. VCTC may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or VCTC. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by VCTC. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. VCTC may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the

Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. VCTC reserves the right to obtain a copy of any policies and endorsements for verification.

- c. Waiver of Subrogation. CONTRACTOR hereby grants to VCTC a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against VCTC by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VCTC has received a waiver of subrogation endorsement from the insurer.
- vii. Remedies. In addition to any other remedies VCTC may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONTRACTOR's breach:
 - a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement.
- viii. Material Breach. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. COMMISSION, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COMMISSION may purchase such required Insurance coverage and, without further notice to CONTRACTOR, COMMISSION may deduct from sums due to CONTRACTOR any premium costs advanced by COMMISSION for such insurance. These remedies shall be in addition to any other remedies available to COMMISSION.
- ix. 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.

22. Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless the Ventura County Transportation Commission, the

County of Ventura, the City of Fillmore, the City of Santa Paula, officers and agents of each of them (the "Valley Express Group") from any and all liability costs, damages or expenses, including attorneys' fees, arising out of or incurred in connection with the CONTRACTOR and its employees', agents', and subcontractors' acts or omissions in the performance of the services provided pursuant to this Agreement, and agrees at its own cost, expense and risk to defend, with legal counsel acceptable to VCTC, any and all resulting actions, suits or other legal proceedings brought or instituted against the VCTC Group arising out of its performance of this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

CONTRACTOR agrees to defend, with legal counsel acceptable to VCTC, and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC Group based upon an infringement or alleged infringement of any letters patent, or any other intellectual property claims, and to indemnify and save harmless the VCTC Group 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 the VCTC Group to use said equipment because of any infringement or alleged infringement of any letters patent.

23. Service Expansion and Reduction. VCTC may occasionally, at its sole discretion, increase or decrease scheduled vehicle revenue hours to accommodate service demands with written notification to the CONTRACTOR. These changes may occur annually, seasonally or as needed.

For increases or decreases of scheduled vehicle revenue hours or Driver service hours, CONTRACTOR will be reimbursed using the fixed hourly rate, pursuant to Section 8 of this Agreement.

24. Notice of Service Change. VCTC reserves the right to order an increase or decrease in the level of service provided, with a minimum of fifteen (15) days' notice to the CONTRACTOR. For service increases that require additional driver personnel in excess of ten percent of the driver workforce at the time of notice, VCTC will negotiate the effective date of the scheduled service increase, which in no case shall be more than thirty days from date of first notice. Service expansion in excess of the hours contained in this Agreement that require additional personnel and/or vehicles shall be subject to negotiation between VCTC and CONTRACTOR.

25. Performance Monitoring by COMMISSION. The failure of VCTC to insist upon strict performance by the CONTRACTOR of any provision of this Agreement 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 Agreement.

26. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

27. Termination of the Contract.

- a. Termination for Cause. VCTC may at any time prior to completion of the work, terminate the Agreement with the CONTRACTOR for any cause, upon (30) days written notice to the CONTRACTOR prior to the effective date of such termination. For cause termination includes, but is not limited to: (1) default by the CONTRACTOR, (2) CONTRACTOR'S bankruptcy, insolvency, or assignment for the benefit of creditors. Upon such notice, CONTRACTOR shall have ten (10) business days in which to cure the default alleged in the notice.

The CONTRACTOR shall promptly submit its termination claim for payment to the VCTC. If the CONTRACTOR has any property in its possession belonging to VCTC, the CONTRACTOR shall account for the same, and dispose of it in the manner VCTC directs.

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

If VCTC determines that the CONTRACTOR has not materially complied with the terms of the contract, VCTC shall notify the CONTRACTOR of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include but shall not be limited to the failure to provide service within agreed performance standards as evidenced by VCTC inspection, through surveys, or by communications from users of a service. Termination shall be effected by giving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

In the event of termination for default of CONTRACTOR, the CONTRACTOR shall only be paid the contract price for supplies delivered and accepted, and for services performed in accordance with the manner of performance set forth in this Agreement.

In the event of contract termination due to noncompliance, the CONTRACTOR may request a delay in such termination in order to present an appeal to VCTC board of Commissioners.

In case of default by CONTRACTOR, VCTC reserves the right to procure the articles or services from other sources and to hold the CONTRACTOR responsible for any

excess costs incurred by VCTC. In addition, the CONTRACTOR will be required to operate the services for a minimum of six (6) months from the time the first request is granted and/or until VCTC is able to place a new CONTRACTOR in place. The contract rates will not be renegotiated for the remainder of the contract, unless entering an option year of the contract in which case the rate will be increased only by CPI pursuant to this Agreement.

- b. Termination for Convenience. VCTC, by written notice, may terminate this contract, in whole or in part, for convenience when it is in VCTC's interest on forty-five days (45) days' written notice to CONTRACTOR. If this contract is terminated, VCTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

Under no circumstances may CONTRACTOR have the right to terminate this Agreement for convenience.

- 28. 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 amounts, 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.

- 29. Conflict of Interest. CONTRACTOR promises that it presently has no interest which would conflict in any manner or degree with the performance of services hereunder. CONTRACTOR further promises that in performance of this Agreement, no person having such interest shall be employed. CONTRACTOR may contract with other entities, but none whose activities within the service territory of VCTC or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government

Code Section 81000 et seq. CONTRACTOR shall not employ any VCTC official or employee in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 et seq., the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse VCTC for any sums paid to the CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

30. Conflict of Transportation Interests. CONTRACTOR shall not divert any revenues, passengers, or other business from COMMISSION's Project to any taxi, shuttle or other transportation operation of the CONTRACTOR.
31. Marketing. VCTC has retained a consultant for marketing, public relations, and advertising; therefore, these costs shall not be included in the cost proposal. The CONTRACTOR shall cooperate with VCTC and VCTC's marketing agency in all promotional activities through VCTC in newspapers, radio, television, leaflets, and identify VCTC as the project sponsor and administrator. The CONTRACTOR shall ensure that all vehicles contain an adequate supply of service schedules, and other passenger information to be provided by VCTC. The CONTRACTOR shall also put up, maintain, and remove Car Cards, Rider Alerts, etc., on all vehicles as required by VCTC.
32. 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 if the request for a vehicle operator is for three hours or less. If greater than three hours, reimbursement shall be at the Out of Contract Rate to be established by separate letter agreement between the Parties.
33. Contacts with Media and Contacts with Media during Major Incidents. CONTRACTOR shall refer all media requests to VCTC and shall not provide any information without prior approval by VCTC. In the event of a major incident affecting CONTRACTOR's operation of VCTC revenue service, the CONTRACTOR shall defer all media inquiries to VCTC. The CONTRACTOR shall not issue a press release or initiate other media contact regarding the VCTC project without first receiving approval from the VCTC Executive Director or his/her representative.
34. 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.

35. Advertising on Vehicles. 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.

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. VCTC shall bear the costs of installation and removal of advertising, including repair of any damage caused by VCTC's advertising services vendor.

No portion of any revenue or consideration received by VCTC in connection with such advertising shall be paid to the CONTRACTOR. 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 CONTRACTOR receives 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.

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

37. VCTC Identified Meetings and/or Training Sessions. 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.

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

39. 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. VCTC shall be obligated to compensate the CONTRACTOR for Service, which exceeds the normal expense of operating the service during such period of declared emergency.

40. 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.
41. Audit and Inspection of Records. The CONTRACTOR agrees that VCTC or any of its duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project.

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

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

be allowed to interview any employees of the CONTRACTOR. If CONTRACTOR's employees are interviewed, it will occur at such a time so as to minimize the impact to service delivery and in the presence of a CONTRACTOR manager. It is the responsibility of the CONTRACTOR to insure the cooperation of all employees with any procedure pertaining to the audit.

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

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

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

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

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

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

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

- a. Maintenance of Records. The CONTRACTOR shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, driver/dispatch log sheets, vehicle maintenance records, invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of

such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement.

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

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

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

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

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

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

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

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

44. Proprietary Rights. All manuals, forms and operational documentation prepared by CONTRACTOR under this Agreement shall be made available to COMMISSION at no charge and become property of COMMISSION. Any Software code or explanation of CONTRACTOR software protected by copyright shall not become the property of the COMMISSION. The required financial and activity reports per other sections of this Agreement shall be owned by COMMISSION.

45. Notices. All notices provided pursuant to this Agreement must be in writing and sent to:

TO COMMISSION:

TO CONTRACTOR:

Martin R. Erickson, Executive Director
Ventura County Transportation Commission
751 East Daily Drive, Suite 420
Camarillo, California, 93010

46. Modifications. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties.

47. Governing Law. This Agreement will be governed by and in accordance with the domestic laws of the State of California with no regard to the choice of law doctrine.

48. Miscellaneous.

- i. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- ii. Dispute Resolution. VCTC and CONTRACTOR agree to resolve the dispute in accordance with the following process if any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator and shall bear their own attorney's fees for the mediation.

The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, et. seq.

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court.

This process is not applicable to Cost-of-Living Adjustments as set forth in Section 10 and Force Majeure adjustments set forth in Section 20. VCTC's decision on any adjustment of rates is final and binding and is not subject to alternate dispute resolution.

- iii. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- iv. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- v. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- vi. Use of Recycled Products. CONTRACTOR shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- vii. Nondiscrimination and Equal Opportunity. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, familial status,

sex, gender, gender identity, gender expression, age, sexual orientation, and veteran or military status against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

CONTRACTOR shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- viii. Solicitation. CONTRACTOR agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- ix. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and CONTRACTOR shall survive the termination of this Agreement. Specifically, CONTRACTOR's obligation to provide insurance and bonds and indemnification as set forth in Sections 21 and 22 shall survive termination of this Agreement. Additionally, CONTRACTOR's obligation to maintain records pursuant to Section 43 shall survive termination of this Agreement.
- x. This Agreement contains the entire understanding between the parties. Any prior Agreement, whether oral or written, shall be invalid upon execution of this Agreement.

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

Transit Services Agreement between
VCTC and

By: _____
Chairperson

CONTRACTOR:

By: _____

ATTEST:

Roxanna Ibarra
Clerk of the COMMISSION

APPROVED AS TO FORM:

Steven Mattas
General Counsel of the COMMISSION

APPROVED AS TO CONTENT:

Martin R. Erickson
Executive Director of the COMMISSION

EXHIBIT A “REQUEST FOR PROPOSALS”

EXHIBIT C “CONTRACTOR’S PROPOSAL”

EXHIBIT D “VEHICLE LEASE”

EXHIBIT E “FTA TERMS”

EXHIBIT A “SCOPE OF WORK”

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