

VENTURA COUNTY TRANSPORTATION COMMISSION

Request for Proposals:

VCTC Intercity Transit

Regional Fixed Route Service

RFP No. 2627-001-FR

October 9, 2026

Pre-Proposal Meeting:

Tuesday, October 20, 2026, 2:00 p.m. local time

Submission Deadline:

Friday, December 4, 2026, 1:00 p.m. local time





REQUEST FOR PROPOSALS (RFP)
VCTC Intercity Transit
Regional Fixed Route Service
RFP No. 2627-001-FR
FOR THE VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)
October 9, 2026

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ATTACHMENTS (Pages 117 - 181)

EXHIBIT 1 - Comprehensive Vehicle Inventory

EXHIBIT 2 - Federally Required and other Model Contract Clauses

EXHIBIT 3 - Required Forms A-J*

EXHIBIT 4 - RATP-Dev Collective Bargaining Agreement with Teamsters Local 186

EXHIBIT 5 - Sample Contract

EXHIBIT 6 - Protest Procedures

** Must be completed, signed, and returned. Failure to do so will result in rejection of PROPOSAL as non-responsive.*



1.0 INTRODUCTION

1.1 NOTICE

Notice is hereby given that sealed proposals must be received by **Friday, December 4, 2026, before 1:00 pm local time**, for furnishing all labor, materials, and equipment for the following:

The Ventura County Transportation Commission seeks a consultant for the operation of fixed-route, intercity bus services, referred to herein as VCTC Intercity Transit, commencing on **May 4, 2027**. VCTC may, upon governmental approvals, extend the current operator agreement through June 30, 2027. Should an extension to the current contract be authorized and implemented prior to PROPOSAL submission date, the start date and anticipated duration of a new contract shall be revised through an addendum to this RFP or through contract negotiations with the selected Proposer if after PROPOSAL submission date.

1.2 OVERVIEW

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

The basic objectives of the VCTC Intercity Transit Program include:

- Provide regional fixed route intercity transportation service in Ventura County, as well as within adjacent Santa Barbara and Los Angeles counties
- Perform fixed route and support vehicle maintenance that meets all manufacturer minimum specifications and all requirements of local, state, and federal agencies that govern maintenance of over the road vehicles
- Meet performance objectives established by VCTC
- Assure a safe, reliable service, compliant with all service requirements, including the Americans with Disabilities Act (ADA) of 1990 as may be amended
- Ensure compliance with all local, state, and federal requirements for operation and reporting of public transit services
- Anticipate and flexibly accommodate future statutory and requested changes in the provision of transit services
- Maintain an elevated level of customer service for the most reasonable and least possible cost
- Utilize innovative technologies and/or methodologies to provide optimal experience for riders and improve working conditions for staff
- Minimize service disruptions through a smooth transition process
- Assure the service is provided in the most cost-effective and efficient manner

VCTC's liaison and Contract administrator will be Mr. Matt Miller, Program Manager – Transit Contracts, mmiller@goventura.org, (805) 652-1591 x121.



Fixed route transit services are being sought for a base period of five (5) years and fifty-seven (57) days with options for two (2), two-year extensions, awarded either as individual two-year extensions or a single, four-year extension. Should current contract for services be extended through June 30, 2027, contract duration shall be revised to reflect a total nine (9) year period, deleting the fifty-seven (57) day period in the base Contract period.

VCTC shall have the sole right to exercise any option under this RFP. CONTRACTOR will be notified a minimum of six (6) months in advance of the base Contract end of the desire to exercise extension options.

This RFP does not commit VCTC to awarding a contract. PROPOSERS shall bear all costs incurred in the preparation of the PROPOSAL and participation in the RFP process including any deployment costs associated with a transition in operations from the Incumbent, RATP-Dev, to the awarded PROPOSER. VCTC reserves the right to withdraw the RFP at any time, the right to reject any and all Proposals, the right in its sole discretion to accept the PROPOSAL it considers most favorable to VCTC's interests, and the right to waive minor irregularities in submitted PROPOSALS and Proposal review process as described in the RFP. VCTC further reserves the right to reject all Proposals and seek new Proposals when VCTC deems it is reasonable and in the best interest of VCTC.

Words and sentences that are in **bold** or *italics* text, not part of section numbers and descriptions, should be considered items of sensitivity and importance to VCTC or important information for PROPOSER that should be thoroughly considered and addressed in any PROPOSAL submission.

1.3 DESCRIPTION OF EXISTING SERVICES

VCTC has offered regional intercity transit services since 1994. In 2015, the service was rebranded as "VCTC Intercity Transit" and is the primary intercity fixed route service in Ventura County by passengers and hours and miles operated.

VCTC Intercity Transit service operates six (6) transit routes that connect the cities and communities of Ventura County and that extend into Santa Barbara County to the north and Los Angeles County to the east.

In its provision of VCTC Intercity Transit service, VCTC maintains Memorandums of Understanding (MOUs) and other Cooperative Agreements (CAs) with partnering agencies, including Santa Barbara County Associations of Governments (SBCAG), and California State University-Channel Islands (CSUCI). These agreements govern funding requirements, coordination of planning activities, various minimum service and operational standards, and/or applicable advisory committees. VCTC is also the applicant of record for federal and state funding for the service.

Daily service times vary by route. Additionally, some routes operate only on weekdays, other weekdays plus Saturday, and others operate seven days a week. During the workweek days, service is concentrated around peak commute times.



Services are not offered on six major holidays, regardless of the day of the week the holiday falls: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, VCTC may elect to modify service hours on Christmas Eve and New Year's Eve.

VCTC was billed for approximately 83,200 gate-to-gate hours and operated 1,545,000 revenue miles of service in FY 2025/26 (as defined by the National Transit Database (NTD) definitions for revenue service). Total vehicle mileage annually is approximately two million (2,000,000). As of the date of the release of this RFP, no new routes are planned within the base contract period, and VCTC reserves the right to make periodic adjustments to routes, service hours, and service areas. Routes and service times may be adjusted periodically for special events such as the annual County of Ventura Fair, 2028 Olympics, or other events as VCTC deems necessary.

For major service adjustments, such as re-routing or redesigning routes or adding and/or deleting stops, the selected CONTRACTOR shall be provided with a minimum of thirty (30) calendar days' notice as to the effective date of the change. For minor adjustments, the selected CONTRACTOR will be given as much notice as possible, ideally not less than 72 hours' notice in the case of non-emergency changes.

Service is provided using a fleet of forty-one (41) buses, including spares, with one (1) additional mobility support ramp equipped van on order as of the date the RFP is released. All vehicles in the fleet are owned by VCTC or their partner agencies and are a mix of diesel and fully electric motorcoaches. VCTC anticipates the purchase and provision of seven (7) replacement diesel-hybrid buses within the first 12 months of the base contract, with additional replacement buses purchased in phases throughout the length of the base contract and optional extensions. Refer to **Exhibit 1** for a complete listing of vehicles by type, manufacturer, length, time in service, mileage, etc.

Individual route maps and schedules for each route may be downloaded from the VCTC website, <https://www.goventura.org/ride-vctc/routes-schedules>. Detailed descriptions of each route are provided in **Section 2.0**.

Whenever possible, VCTC endeavors to be cooperative and supportive of other local and regional transit operators, and the selected PROPOSER will be expected to embrace this philosophy of cooperation and support in providing services under this RFP. VCTC also participates in regional mutual aid programs.

An annual CPI adjustment for revenue hour and monthly maintenance charges shall apply in contract years two through five. Specific CPI criteria will be determined during Contract negotiations with selected PROPOSER and will be capped at five (5) percent per annum. In the event the calculated CPI is zero, or negative, current rates will apply for the following year.

CPI adjustments rates for optional extension years shall be negotiated prior to award of Contract extension(s).



1.4 SCHEDULE OF EVENTS

VCTC intends to adhere to a schedule in the procurement of and contract for the services described in the RFP. It shall be understood by all PROPOSERS that despite the best intentions of VCTC, delays may ensue and consequently, the schedule could be affected. *However, PROPOSERS should not assume that delays in the schedule below will occur and should be prepared to meet each deadline as described.*

VCTC shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

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

October 9, 2026	Issue RFP, 1:00 p.m. local time
October 20, 2026	Optional Pre-proposal meeting, 2:00 p.m. local time
November 10, 2026	Written questions due by 4:00 p.m. local time*
November 19, 2026	Written responses to questions
December 4, 2026	Proposals are due by 1:00 p.m. local time <i>(Proposals must be physically in hand, postmarks not accepted nor will VCTC accept proposals that arrive by e-mail or facsimile. Proposals arriving in-person or by common carrier or any other means after the due date/time will be refused and will not be opened or considered)</i>
December 7, 2026	Start of proposal evaluation process
December 17, 2026	Oral presentations as may be needed, time and location to be determined
February 5, 2027	VCTC Commission meeting and anticipated vote for authorization to award contract
May 4, 2027	First day of service

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

** PROPOSERS are encouraged to submit questions as early as possible to ensure sufficient time for VCTC to respond. All questions must be submitted via email to: Mike Houser, Planning Manager, mhouser@goventura.org. Responses will be provided in the form of an addendum issued at regular intervals.*



2.0 SERVICE AREA CHARACTERISTICS

The VCTC Intercity Transit service area comprises the County of Ventura and extends west into Santa Barbara County, as far as the City of Goleta and the campus of University of California Santa Barbara (UCSB), and east into Los Angeles County, as far as Woodland Hills and Warner Center.

The system of service is comprised of six (6) regional routes:

Highway 101 and Conejo Connection, Highway 126, Channel Islands, Coastal Express, Cross County, and East County.

2.1 Highway 101 and Conejo Connection

Highway 101 and Conejo Connection routes operate along the Highway 101 corridor connecting the cities of Ventura and Thousand Oaks and the Conejo Connection acts as an extension into the City of Woodland Hills and Warner Center during peak commute times only. A total of fifteen (15) timepoint stops are provided. A total of twenty-eight (28) trips are provided on weekdays, of which six (6) incorporate the extension into Woodland Hills. A total of sixteen (16) trips are provided on Saturday, with no service to Woodland Hills provided.

Weekday service operates from approximately 6:15 a.m. to 8:30 p.m. Saturday service operates from approximately 7:00 a.m. to 7:00 p.m. There is no Sunday service. In the morning and afternoon peak hours, buses run on approximately 60-minute headways and 120 minutes during off-peak times. Sunday service may be implemented in fiscal year 2027-28.

The schedule is arranged to the greatest extent possible to maximize transfer opportunities with other local and regional public transit services including Thousand Oaks Transit, Gold Coast Transit, other VCTC Intercity Transit routes, LA Metro Route 161, and Commuter Express.

2.2 Highway 126

Highway 126 operates between the cities of Ventura, Santa Paula, and Fillmore. A total of eleven (11) timepoint and flag stops are provided. The service operates the highest passenger per bus counts of any VCTC Intercity Transit route. A total of thirty-two (32) trips are provided on weekdays, twenty-two (22) trips on weekends.

Weekday service operates from approximately 5:15 a.m. to 10:30 p.m. Saturday and Sunday service operates from approximately 8:00 a.m. to 7:30 p.m. In the morning and afternoon peak hours, buses run on an approximate 60-minute headway and 60-70-minute headways during off-peak times.

The schedule is arranged to the greatest extent possible to maximize transfer opportunities with other local and regional public transit services including Gold Coast Transit, other VCTC Intercity Transit routes, and the cities of Santa Paula and Fillmore fixed route and Dial-a-Ride services.



2.3 Channel Islands

Channel Islands operates between the cities of Oxnard and Camarillo and the campus of Cal State University Channel Islands (CSUCI) and operates different schedules while classes are in session and during the summer break period. *No service is offered during the winter break period, lasting approximately 5 weeks in December through January.* A total of five (5) timepoint and flag stops are provided. A total of sixteen (16) trips are provided daily while school is in session, fourteen (14) trips in each direction are provided during summer break.

Weekday service is operated from approximately 7:00 a.m. to 6:00 p.m. and buses operate on an approximate 80-minute headway. Weekend service operates from approximately 8:00 a.m. to 5:30 p.m., and buses operate on an approximate 80-minute headway.

2.4 Coastal Express

Coastal Express operates between the cities of Camarillo, Oxnard and Ventura in Ventura County and the cities of Carpinteria, Santa Barbara, and Goleta in Santa Barbara County. There are two main variations of the route with one primarily serving Santa Barbara and one primarily serving Goleta. The route is structured in such a way that not all cities and stops are served by each trip offered within the two route variations. A total of twenty-one (21) timepoint and flag stops are provided on weekdays, and eleven (11) on weekends. A total of twenty-nine (29) trips are operated daily on weekdays, and five (5) trips are provided in each direction on weekends.

Weekday service is operated from approximately 4:00 a.m. to 9:15 p.m. and 8:15 a.m. to 10:30 p.m. on weekends. Headway service on weekdays is variable, with 15-minute headways at peak commuting times and approximately 60 minutes off-peak. Headways on weekends are approximately two hours.

2.5 Cross County Limited

Cross County operates between the cities of Ventura, Oxnard, Camarillo, Moorpark, and Simi Valley. A total of thirteen (13) timepoint stops are provided on weekdays. No weekend service is offered. A total of fourteen (14) trips are operated daily. Service is operated from approximately 6:00 a.m. to 9:30 p.m. Headways are variable, approximately 60-120 minutes.

2.6 East County

East County Route provides connecting services to the cities of Moorpark, Simi Valley, and Thousand Oaks along Highways 118 and 23. A total of nine (9) timepoint stops are offered. A total of nineteen (19) trips are offered on weekdays, eight (8) trips on Saturday.

Weekday service is offered from approximately 5:45 a.m. – 8:15 p.m. Saturday service is offered from approximately 7:45 a.m. 5:15 p.m. Headways are approximately 90 minutes weekdays, and 120-180 minutes on Saturdays. Sunday service may be added in fiscal year 2027-28.



3.0 FARES

3.1 FARE STRUCTURE

Fares are based on two criteria: distance and rider classification. Fares may be paid in cash (exact change), through credit card and debit card “tapping” using the Tap2Ride payment system installed on buses, VCTC single ride tickets (sold only to social service agencies, and using prepaid VCTC issued period and stored value passes through the use of the Umo application and smartcard.

For Tap2Ride, VCTC utilizes a fare capping system when one payment method is consistently used, ensuring riders never pay more than the cost of a monthly pass when paying for rides individually, regardless of the number of times the bus is used. This permits economically disadvantaged riders, who cannot afford the upfront costs of a monthly pass, to ride for no more than the cost of a monthly pass in any 31-day period.

Reduced fares are offered to seniors aged sixty-five (65) and older, people with disabilities, Veterans with valid ID, and those with Medicare coverage.

Students eighteen (18) or younger or enrolled high school students who are older ride for free through the Youth Ride Free program.

Students attending various colleges and adult education programs also ride for free through the College Ride program. Participating campuses include California State University Channel Islands, Moorpark College, Oxnard College, Ventura College, Santa Barbara City College, Westmont University and the Ventura County Adult Education Consortium (VCAEC), including its member adult schools (Conejo Valley Adult School, Fillmore Adult School, Moorpark Adult School, Ojai Adult School, Oxnard Adult School, Santa Paula Adult School, Simi Institute, and Ventura Adult & Career Education.

VCTC also issues 31-day and stored value passes, either as a physical card, or a virtual card using the Umo application. VCTC issued passes are valid for transportation on most bus systems operated by Ventura County based transit agencies.

VCTC accepts transfers from and issues transfers to approved local and regional transit providers.

Personal care attendants (PCAs) do not pay a fare when accompanying a fare paying passenger. Comprehensive fare structures and rules may be reviewed on the VCTC website, [VCTC | Fares](#).

VCTC will make available to CONTRACTOR a list of rates, indicating what type of fare is to be collected from each type of passenger. In the case of discount, prepaid, free or promotional fares, VCTC will also make available a list of what kind of identification, if any, must be presented by the passenger and verified by the vehicle operator to qualify for the fare.



CONTRACTOR shall be responsible for remitting all fares that are equal to or exceeding the calculated fare revenues reported by farebox system. CONTRACTOR is responsible for all farebox shortfalls, regardless of cause, except when waived by VCTC for extraordinary events.

3.2 FARE COLLECTION

CONTRACTOR shall ensure each patron pays the appropriate fare prior to providing transportation services. All cash fares are to be remitted in the exact amount due based on fare classification.

It will be the responsibility of CONTRACTOR to ensure the correct identification has been presented by the passenger and verified by the vehicle operator prior to acceptance of the discount, prepaid, free or promotional fare media. In the absence of presentation and verification of the appropriate identification as indicated above, it will be the responsibility of CONTRACTOR to collect the full adult fare, within the bounds of reasonable prevailing circumstances.

Every bus is equipped with a GFI Odyssey validating farebox, Kuba open loop reader and an Umo Smartcard reader. As of the date of the release of the RFP, VCTC is in the process of installing brand new GFI "Fast Fare" fareboxes into the buses. This project is on-going and is expected to be completed by the Contract service start date.

All fares collected by the operator must be turned in each day. Fares are defined as either:

1. Actual cash collected
2. Actual fare count based on the operator using the installed GFI farebox, mobile data terminals (MDTs), or manual count sheets

In the event that GFI data is incomplete or unavailable, CONTRACTOR shall manually report all boardings by fare type and category.

All cash fares shall be accurately deposited by patrons into the fareboxes provided by VCTC. If farebox is not available or inoperable, the bus must be withheld from service and repaired before being released into revenue service.

All non-cash fares (transfers, passes, and the like) shall be processed through the farebox or handed to the driver for inspection and retention when applicable. All fares collected are the sole property of VCTC. CONTRACTOR shall, in accordance with a procedure specified by VCTC, account for revenues collected on VCTC's transit vehicles.



3.3 FAREBOX PROBING, FARE COUNTING PROCEDURES AND DEPOSITS

CONTRACTOR shall be solely responsible for maintaining accountability of CONTRACTOR'S staff and ensuring accurate and secure farebox collections. All processes for farebox collections, counting and reporting shall be approved by VCTC. **No later than April 30, 2027**, CONTRACTOR will present to VCTC Program Manager the proposed process for farebox processing for VCTC's review and approval.

Fareboxes shall be manually probed daily, at end of service, for any bus in revenue service for any period of time that day. Probing is currently done manually. VCTC may, at any point in the future, implement wireless probing of fareboxes. All costs associated with implementation of wireless probing will be the responsibility of VCTC.

Drivers or a Supervisor will, daily and without fail, deposit farebox contents into the farebox vault. Any bus that is placed out of service by the maintenance team will have the farebox emptied prior to repairs being initiated. Maintenance Manager and General Manager shall have sole authority to use the electronic key to open fareboxes for the purpose of physical repairs to fareboxes such as jammed lids, battery, or logic board replacements, etc. The use of the electronic key for maintenance purposes will be logged by date, time, and staff person, and log presented to VCTC staff upon request.

Electronic keys to open farebox vault will be held in a locked and secure device, accessible only to designated management staff and Farebox Clerks. During times a farebox count is being conducted, a minimum of two staff will always be present. At all times farebox counting and processing will be recorded and a "live feed" will be provided to VCTC over secured means. All counting activity will be recorded, and the recordings will be retained for a minimum of ninety (90) days to a secure server storage accessible only by General Manager, Assistant General Manager, and Operations Manager. Managers shall check not less than once every 72 hours that the recording equipment is working. In the event the recording equipment is not working, all counts will be done with an additional third person, who shall be a manager or supervisor, who shall watch in person, the count being conducted. Specific requirements for equipment, recording methods, and retention will be negotiated prior to Contract execution.

CONTRACTOR shall provide VCTC's Accounting Division with daily deposit slips showing daily deposits of fare revenues collected. All deposits of cash fares will be placed directly into an account controlled exclusively by VCTC and movement of cash between PROPOSER'S facilities and the bank will be done by armored courier contracted by VCTC. **At no time are any farebox funds to be deposited into bank accounts controlled by CONTRACTOR.**

Deposits shall occur daily, Monday through Friday. Farebox collections processed on Saturday, Sunday and holidays will be held in the vault until the next available deposit day.

CONTRACTOR shall be responsible for reimbursing all deposit correction fees charged by VCTC's banking institution. Fees charged shall be deducted from the monthly invoice on the next billing cycle.



3.5 UMO and TAP2RIDE MDT

CONTRACTOR shall ensure all tap devices are working prior to bus departing for revenue service. If after troubleshooting, CONTRACTOR staff are unable to verify correct operation of the devices, the bus is to be removed from service, and repairs are to be initiated as expeditiously as possible.

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4.0 PROPOSER MINIMUM QUALIFICATIONS

4.1 PROPOSAL INFORMATION

PROPOSERS should note that VCTC desires and expects PROPOSALS to include all tasks and services that the proposer believes may be required to complete the work required under this RFP, based on your firm's expertise and prior experience, regardless of the requirements listed in the RFP. All requirements listed should be considered **minimum** standards to meet, and PROPOSALS should strive where technically and financially feasible, to exceed these standards. PROPOSALS should address all tasks outlined in the RFP, and any additional tasks you believe are necessary, as well as your approach to accomplishing the same.

Reports, memoranda, and other documents furnished under this RFP will be of a quality acceptable to VCTC. Deliverables must be of neat appearance, complete, accurate, error-free, organized and technically and grammatically correct, and be reviewed to ensure they meet all the contract requirements.

VCTC's intent is to select a single contractor to provide an appropriate level of public transit services, at the highest quality, and best price. The specifications contained within this RFP are designed to establish a safe, effective, efficient, environmentally responsible, and uniform system of public transportation.

VCTC is committed to providing as much information as possible to allow PROPOSERS to properly prepare their responses and compute fair and reasonable rates and compensation, provided all requests for information are submitted timely and, in the manner described in this RFP. It is the sole responsibility of PROPOSER to calculate the rates requested as submitted as part of their proposal. It is the responsibility of PROPOSERS to carefully read and respond to RFP requirements and ask precise, clarifying questions in a timely manner.

4.2 COMPANY PORTFOLIO AND FINANCIAL BACKGROUND

PROPOSERS must submit sealed with their original proposal a detailed company financial portfolio describing the company's financial viability, covering a minimum of the prior three (3) calendar years, and including credit references, on-going projects, and project commitments, and all pending or potential litigations which the company may be directly or indirectly involved. Refer to **Section 16.9** for more information on requirements.

4.3 PROPOSER EXPERIENCE

PROPOSERS must have a minimum of five (5) years' experience providing services of a comparable size and scope specific to the provision of regional public transit services and must be able to furnish proof of ability to perform all tasks under the terms of this RFP. PROPOSERS must provide a list of current and past clients, their addresses and telephone contact numbers for VCTC staff to assess their qualifications and their demonstrated ability to perform the work required under this RFP. PROPOSERS are also required to provide a detailed description of the work provided for each of the references provided. **Refer to Section 16.7** for more information on these requirements.



5.0 SCOPE OF WORK

5.1 OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the operation of VCTC's Intercity transit program. The omission of a duty or responsibility below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transit industry as being an integral element of operating a fixed-route public transit service of any kind and character such as VCTC's.

CONTRACTOR shall assist and cooperate with VCTC in meeting the objective of providing the highest quality transportation service in the most cost-effective manner. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with VCTC, its agency partners, and its staff on matters related to operations, monitoring, reporting, and service performance measurements.

PROPOSER shall furnish all equipment and services required in the operation and management of the programs under the RFP unless specifically identified or agreed upon in writing to be contributed by VCTC. Except where explicitly noted in other sections of the RFP, all transit operations and management activities will be conducted from locations within Ventura County.

All operations will be conducted in accordance with U.S. Department of Transportation (DOT) and Federal Transit Administration (FTA) regulations and Title VI non-discrimination laws, as may be amended from time to time. CONTRACTOR shall always operate all services 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 brochures or any revisions thereto in writing.

5.2 TRANSITION PLAN

PROPOSER must include a detailed schedule of the projected dates and activities necessary to begin service, including start-up preparations, key administrative tasks, equipment purchases, materials and supply purchases, employee recruitment, and training of all personnel in their Proposal.

5.3 OPERATIONS FACILITY

PROPOSERS **may** be required to locate, lease, or purchase a single appropriate facility for all operational aspects of the program. The Incumbent operator currently leases office, operations, and maintenance facilities within the city limits of Camarillo, located at 240 S. Glenn Drive. VCTC makes no representation as part of this RFP that the Incumbent's existing facility will be available to other PROPOSERS.

VCTC is currently exploring the possibility of directly leasing this property from the current owners and providing the facility for use by selected PROPOSER at terms to be determined.



For purposes of PROPOSALS, PROPOSER should assume no facility leasing or utility expenses in their cost calculations. Should VCTC be unable to negotiate a lease prior to October 30, 2026, an addendum will be issued with instructions to PROPOSERS on including facility costs.

VCTC has a negotiated ingress and egress agreement with Union Pacific Railroad (UPRR) that allows buses to move in and out of the above-described property in a more convenient manner that avoids residential streets. The property owner of the facility leased by the Incumbent operator also has a similar ingress and egress agreement with UPRR and an adjacent property owner. While these agreements are subject to change, PROPOSERS should assume that the agreements will remain in place for the term of the Contract.

5.2 ADJUSTMENTS TO SERVICE

VCTC reserves the right to adjust transit service levels at any time without any adjustment to the unit cost per revenue hour with CONTRACTOR so long as it results in total annual revenue hours remaining within **twenty percent (20.0%) plus to twenty percent (20.0%) minus** of the total anticipated annual revenue hours as set by Contract base year, and each subsequent year of the base contract. The expected revenue hour billing for option years will be determined during option year Contract negotiations.

Modifications to service may include, but are not limited to, extending, deleting, or adding routes or a part of a route(s), adding, or deleting service hours, expanding, or decreasing service areas and adding, on a temporary or permanent basis, new like services or deleting existing services. In the case of new service type additions, VCTC and CONTRACTOR will open negotiations to establish hourly revenue rates and other costs associated with the new service.

In any year of the **base Contract** term after year one, in the event total annual revenue hours for services in any contract year falls below **eighty percent (80.0%) or exceed one hundred and twenty percent (120.0%)** of the total annual revenue hours as estimated on May 31 of the current contract year, VCTC may open negotiations for a revised unit cost per revenue hour with CONTRACTOR for the following contract year. Expected revenue hours for optional extension years will be established during Contract extension negotiations.

Service hours not performed by CONTRACTOR due to lack of staff, capacity constraints, or other issues within the control of CONTRACTOR will not count towards this calculation.

5.3 SPECIAL EVENTS, PROMOTIONAL, AND OTHER SERVICES

In addition to regular transit service operations, CONTRACTOR may be requested by VCTC to provide special events, promotional, or other special transportation services that have been determined to be of the public interest. Special events and other special services shall be billed at no more than the agreed revenue rate for the service the vehicle is typically assigned to. In the case of static displays and other requests that require non-revenue staff, VCTC and CONTRACTOR shall negotiate the billing rate prior to the event. All billings for services shall be in writing and pre-approved by the VCTC Program Manager prior to delivery of service. Examples of special services that may be requested include:



- A. Special event shuttle services
- B. Participation in parades
- C. Travel training programs
- D. Events with VCTC vehicles on display
- E. Other public outreach events
- F. Specialized transit programs and equipment
- G. Emergency preparedness drills
- H. Emergency evacuations
- I. Bus bridge service for Metrolink train service interruptions

5.4 SERVICE INTERRUPTIONS

In the event of a service interruption of any kind, CONTRACTOR shall ensure appropriate action is taken to mitigate the situation as quickly as possible. It is at CONTRACTOR'S general discretion how to mitigate events within generally accepted transit norms. CONTRACTOR shall be open to and take directions from VCTC staff regarding possible mitigation procedures.

CONTRACTOR will inform VCTC staff by phone or text regarding any route problems, delays more than fifteen (15) minutes, as well as any detours or vehicle breakdowns. Incident/accidents that cause a major service interruption, result in severe injuries or fatalities, or that result in media attention must be reported to VCTC staff immediately. For all service interruptions or detours, when normal routing or service is resumed, CONTRACTOR'S staff shall report said resumption to VCTC staff as soon as practical.

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6.0 STAFFING, ORGANIZATION AND REQUIRED POSITIONS

PROPOSER must submit with PROPOSAL, for review and VCTC's acceptance, an organizational chart showing the proposed organization established by PROPOSER for the performance of the work required under this RFP including:

- A. Lines of authority, responsibility, and communication
- B. Office organizations, if any
- C. Names, titles, and functions of all management, supervisory and other key personnel

PROPOSERS must provide a list of all required personnel and qualifications for each key position. A Project Manager (for Proposals that will require transition between operators), or General Manager (incumbent) must be designated and identified, and a detailed résumé must be submitted with the PROPOSAL. Additionally, all identified management and supervisory personnel proposed to satisfy the requirements of this RFP should be identified by name, and résumés provided.

VCTC fully expects that the proposed personnel will commence the work once the contract is awarded and be fully qualified to perform all duties required under this RFP for the position held. "Training" hires for Management and Supervisor staff will not be permitted for the first six months of the Contract, except as may be approved by the VCTC Director of Public Transit or VCTC Executive Director. While VCTC recognizes the importance and value of promotion from within and for employee growth opportunities, all Management and Supervisory staff are expected to have the relevant experience and be proficient in all aspects of operations under the requirements of this RFP from the first day of service unless noted in RFP.

Should there be a change to the proposed personnel, prior to Contract service start, PROPOSER must notify VCTC Director of Public Transit in writing as soon as practical and explain the reason for the change. Upon award of Contract, CONTRACTOR shall not reassign management personnel to other projects without VCTC's prior written approval and until a satisfactory replacement has been approved by VCTC.

PROPOSER will strive to hire and retain staff residing within a 30-mile radius of PROPOSER'S selected operations location to expedite reporting of drivers and support staff to deal with unexpected service needs. At a minimum, three members of management and supervisory staff shall reside within a 20-mile radius of PROPOSER'S selected operations location to respond to emergency incidents.

PROPOSER shall provide management and supervision sufficient to oversee functions and employees and shall staff operations in a manner to ensure uninterrupted supervision during normal business hours, defined for purposes of this RFP from 4:00 a.m. to 10:30 p.m. Monday through Friday and 7:00 a.m. to 10:30 p.m. Saturday and Sunday. At no time when any route is in operation, shall there be less than two supervisory staff and/or managers on duty, physically present in operations facility or in the field. *Working "remotely" does not meet the minimum requirements of this section.* At least one Operations Supervisor and one Dispatcher shall be on duty for a minimum of one (1) hour before the start of service to thirty (30) minutes after service end of day.



Any proposed remote work arrangements for management and supervisory staff shall be disclosed as part of the PROPOSAL. PROPOSER shall definitively state in PROPOSAL if remote work is available to Management and Supervisory staff. After Contract is executed, any new remote work proposed, except that as may be required by law, must have the approval of the Program Manager or their designate. PROPOSER shall notify VCTC staff as soon as practical of any proposed remote work involving management and supervisory staff.

A qualified maintenance staff member shall be available during all route operational hours and on-call a minimum of one (1) hour before start of service daily to respond to vehicle out-of-service issues and thirty minutes (30) past last bus arrival. Vehicle maintenance shall be on-going daily, seven days a week, for a minimum of 12 hours per day. A minimum of two maintenance technicians shall always be present when vehicle maintenance is occurring except for instances of required mealtimes and breaks, or emergency road calls.

At a minimum, PROPOSER shall provide for the following positions and staffing levels but may at their discretion propose higher levels or provide justification for alternative staffing levels:

6.1 MANAGEMENT STAFF

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

PROPOSER shall provide a minimum of six (6) full-time management positions in any combination PROPOSER feels best meets the requirements under this RFP. The General Manager and at least one other management classification shall be salaried positions. PROPOSER may propose alternative staffing with justification so long as management staffing is not less than six (6) full-time equivalents (FTE), with one (1) FTE being defined as a person working a minimum of 2,000 hours per year. VCTC proposes the following minimum management staffing:

- A. General Manager (1.0 FTE)
- B. Assistant General Manager (1.0 FTE)
- C. Operations Manager (1.0 FTE)
- D. Training and Safety Manager (1.0 FTE)
- E. Assistant Training and Safety Manager (1.0 FTE)
- F. Maintenance Manager (1.0 FTE)

VCTC reserves the right to review the résumé of management personnel assigned to this Contract. VCTC may, after consultation with PROPOSER, accept or reject any management personnel proposed by PROPOSER and for any replacement during the term of the Contract when VCTC deems it to be in the best interest of VCTC. VCTC shall not unduly withhold approval of management changes. VCTC may also, in consultation with CONTRACTOR, request the replacement of any management or supervisory staff who do not meet contract expectations.



CONTRACTOR shall not remove any management personnel, without consulting VCTC, or it may subject CONTRACTOR to damages as described in Performance Measures.

All management and supervisory staff shall be assigned solely to this Contract and will have no other operational responsibilities for other operational aspects for the firm awarded this Contract. Additionally, a corporate/business manager, at the Senior/Area Vice-President level or higher, shall be assigned to this Contract, on a non-dedicated basis, to be the primary point of contact between VCTC senior management and the firm awarded a Contract for services under this RFP.

CONTRACTOR will provide continuous supervision of transit services during all revenue operations, both in office and out in the field. Supervision will include monitoring of schedule adherence, on-street operations, on-route compliance, and on-board ride checks.

It is VCTC's **minimum** expectation that one member of PROPOSER'S management team will be on duty at the transit operation locations between the hours of 7:00 a.m. – 7:00 p.m., Monday through Sunday. Additionally, thirty minutes before to thirty minutes after all scheduled operating hours not included in the above, one member of the management team will be "on call" and available to respond immediately to urgent matters by phone. The on-call staffing schedule shall be documented and provided to VCTC on an ongoing basis.

Qualifications described in the RFP should be considered **minimum** standards, and PROPOSERS should strive to staff management and supervisory positions with personnel that exceed the standards described. VCTC will consider, on a case-by-case basis, waivers for specific required qualifications as part of the Contract when in VCTC's sole opinion a waiver is warranted based on other job and skill factors not specifically articulated in the RFP and when such waiver is in the best interest of the program.

Under no circumstances are management staff to operate vehicles in revenue service, even if staff possess the qualifying licenses to do so. Any exceptions that may be granted due to extraordinary circumstances or emergencies must have the prior written approval of VCTC Program Manager, Director of Public Transit or Executive Director.

Many hourly staff currently in the employ of the Incumbent operator are covered by a Collective Bargaining Agreement (CBA) with Teamsters Local 186. The current CBA has an expiration date of April 30, 2027. A copy of the CBA is provided as **Exhibit 4**.

6.1.1 GENERAL MANAGER

PROPOSER shall provide a full-time General Manager who shall provide overall day-to-day supervision of transit operations under the terms of this RFP. General Manager may, from time to time, be required to attend VCTC or other agency meetings and report on transportation services.

The General Manager shall have a minimum of five years' experience managing an operation of similar size and scope. Possession of a four-year or advanced college degree in a related major is required. Industry certifications are highly desirable.



A demonstrated history in managing bus operations or multimodal systems with oversight of fleet, maintenance, scheduling, and customer service operations is essential. A demonstrated ability to collaborate with unionized staff and manage labor relations is desirable. Must excel at written and verbal communications, have strong analytical skills, and the ability to develop solutions to operational challenges through planning and implementation. Familiarity with State and FTA regulations for transit operations is essential.

General Manager will be responsible for monitoring all aspects of the transportation system's operation including, but not limited to, ridership, quality of service, fare collection, and accounting in accordance with established procedures, attitudes, motivation, and performance of all personnel. Methods of improving VCTC's transit operations and services will be sought out along with corrective action for any deficiencies and substandard performance.

General Manager shall function as a liaison working cooperatively with VCTC staff in providing operational data as described in this document, responding to comments and concerns from VCTC staff, passengers and the public and responding to specific requests for other assistance as the need arises.

At times when the General Manager is out of the office during regularly scheduled times, a Manager-on-Duty will be designated and at a minimum, either the Assistant General Manager or Operations Manager will be available by phone. VCTC shall be notified of any planned or unscheduled absence of the General Manager, which exceeds three or more consecutive days as soon as is practical.

Should the General Manager position become vacant due to retirement, long-term absence, or removal by CONTRACTOR for cause or if VCTC requests a replacement for the General Manager, the résumé and qualifications of proposed replacement(s) shall be submitted to VCTC for approval within ten (10) business days.

6.1.2 ASSISTANT GENERAL MANAGER

PROPOSER shall provide a full-time Assistant General Manager who shall provide day-to-day supervision of VCTC's transit operations as the back-up to the General Manager. The Assistant General Manager may, from time to time, be required to attend meetings and report on transportation services.

The Assistant General Manager shall have a minimum of three years' experience in a like position in an operation of equivalent size and scope with a minimum of two years in a supervisory capacity in one of the following areas: operations, maintenance, or customer service. Possession of a four-year or advanced college degree in a related major is preferred. Possession of Industry Certifications is highly desirable. Familiarity with State and FTA regulations for transit operations is essential. Must possess experience in developing and managing bus runs, shift bids, and run cuts. Assistant General Manager should demonstrate superior skills in the areas of operations, scheduling, resource allocation, performance monitoring, and addressing customer service concerns and have an initiative-taking and responsible manner.



6.1.3 OPERATIONS MANAGER

PROPOSER shall provide a full-time Operations Manager who shall provide overall day-to-day supervision of VCTC's transit over-the-road operations under the terms of this RFP and will serve as the back-up to the General Manager and Assistant General Manager for other aspects of operations. The Operations Manager may, from time to time, be required to attend meetings and report on transportation services.

The Operations Manager shall have a minimum of three years' experience in a similar position in an operation of equivalent size and scope. Possession of a four-year or advanced college degree in a related major is preferred. Must have demonstrated experience in fixed-route, commuter, or multi-modal operations. Possession of Industry Certifications is highly desirable. A thorough understanding of regulatory compliance requirements is essential. Possession of a CDL Class A license with passenger endorsement is desirable. Prior experience as a CDL driver or dispatcher is preferred.

6.1.4 TRAINING AND SAFETY MANAGER

PROPOSER shall provide a full-time Training and Safety Manager who shall provide overall day-to-day supervision of training and safety procedures under the terms of this RFP. The Training and Safety Manager may, from time to time, be required to attend meetings and report on transportation services.

The Training and Safety Manager shall have a minimum of four years of progressively responsible safety and/or operational experience in transit with at least two years' experience in the position in an operation of equivalent size and scope. Possession of a four-year degree in occupational safety or related field is desirable. Completion of Occupational Safety and Health Administration's (OSHA) 30-hour General Industry Safety Certification is desirable at start of Contract and required within twelve (12) months. Public Transportation Safety Certification Training is desirable at start of contract and required within six (6) months. Possession of a Certified Safety Professional or Associate Safety Professional certification is highly desirable. Possession of DMV-certified CDL examiner credential is highly desirable.

The ability to write and update Public Transportation Agency Safety Plans (PTASP) is required. Should have strong regulatory compliance skills with excellent leadership and communication skills to foster a safety-first culture. Must have demonstrated proficiency in performing safety audits, processing incident reports in a timely manner, and developing corrective action plans.

6.1.5 ASSISTANT TRAINING AND SAFETY MANAGER

PROPOSER shall provide a full-time Assistant Training and Safety Manager who shall provide day-to-day supervision of VCTC's transit operations as the back-up to the Training and Safety Manager. The Assistant Training and Safety Manager may, from time to time, be required to attend meetings and report on transportation services.



The Assistant Training and Safety Manager shall have a minimum of two years' experience in a like position in an operation of equivalent size and scope, with one year in a lead or supervisory capacity. Possession of a four-year degree in occupational safety or related field is desirable. Completion of OSHA 30-hour General Industry Safety Certification and Public Transportation Safety Certification Training is desirable. Possession of an Associate Safety Professional certification is highly desirable. Possession of DMV-certified CDL examiner credential is highly desirable.

6.1.6 MAINTENANCE MANAGER

PROPOSER shall provide a full-time Maintenance Manager who shall provide overall day-to-day supervision of vehicle maintenance activities in support of VCTC's transit operations. The Maintenance Manager shall be responsible for ensuring compliance with all aspects of vehicle and facility maintenance to ensure compliance with all requirements under this RFP.

The Maintenance Manager shall have seven (7) years of relevant experience, with a minimum of three years' experience managing maintenance operations of equivalent size and scope. Possession of a four-year or advanced college degree in a related major is preferred. Must have demonstrated experience managing preventative and corrective maintenance programs for transit fleets including coordination across multiple shifts.

Maintenance Manager shall possess ACE Master Technician Certification in the H series plus either A or B series with a minimum of two additional L-Series Certifications. Possession of a L3 series certification is highly desirable. Possession of a CDL Class A license with air brake endorsement is required. Must possess or obtain within six (6) months of contract start date a DOT Periodic Inspection Certification and OSHA 30-hour Safety Certification. A demonstrated ability to direct technicians, train staff and manage performance outcomes is required. Must be able to effectively budget, manage parts inventory, and ensure adherence to DOT, OSHA, and transit program safety policies. Experience with, and certification in the maintenance of all-electric or diesel-hybrid buses is highly desirable.

6.2 SUPERVISION STAFF

PROPOSER shall provide the following minimum staffing levels for supervisory staff:

- A. Operations Supervisor (5.0 FTE)
- B. Dispatcher Supervisor (2.0 FTE)
- C. Maintenance Supervisor (2.0 FTE)

6.2.1 OPERATIONS SUPERVISOR

PROPOSER shall provide Operations Supervisors who shall provide day-to-day supervision of VCTC's transit over-the-road drivers under the terms of this RFP and will serve as the back-up to the Training and Safety Managers for other aspects of operations. Operations Supervisors **shall not be used** to perform revenue service except in emergencies. For purpose of this section, lack of qualified drivers does not constitute an emergency and revenue service performed by Operations Supervisors shall not be billable unless approved by VCTC Program Manager or designee in advance. VCTC staff shall be notified as soon as practical of any instance where an Operations Supervisor is performing revenue service.



Operations Supervisors shall possess a high school diploma, GED, or equivalent and have a minimum of three years progressive experience in transportation operations with a minimum of two years' experience as a CDL with passenger endorsement and a minimum of 12 months' experience in a supervisory or lead position in a public transit operation of equivalent size and complexity.

Operations Supervisor should be thoroughly familiar with transit operations, route management, and regulatory compliance issues. Must possess superior leadership and supervisory skills and be able to manage drivers and enforce safety protocols. Must be a strong communicator and have knowledge of dispatch software, GPS tracking, and incident reporting tools.

It is VCTC's **minimum** expectation that one Operations Supervisor shall be present at CONTRACTOR'S operations yard for the start of service day, at least one hour before scheduled service start of earliest service and on site until the final bus of the day in revenue service has arrived and has been cleared. A minimum of three (3) Operations Supervisors shall be full-time.

6.2.2 DISPATCH SUPERVISOR

PROPOSER shall provide Dispatch Supervisors who shall provide day-to-day supervision of transit dispatchers under the terms of this RFP and will serve as the back-up to the Operations Manager for other aspects of operations.

Dispatch Supervisors shall possess a high school diploma or GED, or equivalent and have a minimum of three (3) years' experience as a dispatcher with one (1) year as a Dispatch Supervisor in an operation of equivalent size and complexity. Completion of a recognized dispatcher certification course and possession of a CDL Class A or B license with passenger endorsement is desirable. Experience with GPS/AVL systems and real-time dispatch tools is essential.

Dispatcher Supervisors must possess strong verbal and written skills, be able to solve problems under pressure, and be proficient in dispatch software, safety protocols, and emergency procedures. The ability to manage high-stress situations such as severe weather, accidents, or service interruptions is essential. Dispatch Supervisors shall be full-time employees.

6.2.3 MAINTENANCE SUPERVISOR

PROPOSER shall provide two (2) Maintenance Supervisors who shall provide day-to-day supervision of maintenance technicians and maintenance operations in the field.

Maintenance Supervisors shall have a high school diploma or GED, or equivalent. Graduation from a two-year vocational program in automotive repair and maintenance or possession of a four-year degree in a related field is desirable. A minimum of five (5) years of relevant experience, with a minimum of three (3) years' direct experience working in a heavy-duty truck or bus maintenance facility with a minimum of one (1) year in a supervisory role. Possession of a CDL Class A license with air brake endorsement is required.



A demonstrated ability to direct technicians, manage repair documentation and train staff is required. Must be familiar with transit operations, and have experience with preventative maintenance scheduling, safety inspections, and the ability to troubleshoot complex repairs. Must be able to ensure adherence to DOT, OSHA, and transit program safety policies. Experience with, and certification in, the maintenance of all-electric and hybrid buses is highly desirable. Possession of a DOT Periodic Inspection Certification and OSHA 30-hour Safety Certification is highly desirable.

Maintenance Supervisor shall possess a minimum of five (5) ASC Main Certifications of which four must include the following: Series F, G, H1-H8, or L1-L4. Possession of Master Technician H series and L3 certification is highly desirable. Maintenance Supervisors shall be full-time employees.

One Maintenance Supervisor shall be assigned specifically to deal with installed technology related repairs and maintenance and shall be appropriately trained, at CONTRACTOR expense, to address routine maintenance needs for installed technologies including but not limited to fareboxes, internet routers, AVL, Tap2Ride, Umo, cameras, Drivecam/Motive, and destination signage.

6.3 OPERATIONS STAFFING

The retention of a well-trained, motivated, and stable workforce is an essential component of VCTC's transit operations strategy. *As part of PROPOSER'S response to the RFP, PROPOSER shall clearly articulate specific employee retention strategies including base pay, training bonuses, shift differential pay, bi-lingual incentives, other cash incentives, awards, special events, contests, education reimbursement, healthcare benefits, vacation and sick leave accruals, and all other incentives designed to reward and retain quality staff.*

PROPOSER shall furnish all operators, maintenance technicians, lot and utility, dispatchers, administrative, and other personnel necessary for providing the transportation service in accordance with this RFP. PROPOSER shall make every effort to retain current employees in accordance with the applicable **CA Labor Code 1070 and 1074**.

PROPOSER shall have programs and policies in place to prevent the following persons from being employed to provide the services outlined in this RFP: Persons convicted of any of the following crimes, or of an attempt or conspiracy to commit any of the following crimes, as defined in the California Penal Code: murder, manslaughter, mayhem, kidnapping, robbery, assault with intent to commit a felony, assault, battery, rape, arson, burglary, possession of burglarious instruments or deadly weapons, or any crime for which the applicant is required to register as a sex offender pursuant to **California Penal Code, Section 290**.

Pursuant to **Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2**, VCTC shall grant preference to any PROPOSER who agrees to retain, for a period of at least ninety (90) days, the employees of the previous CONTRACTOR. **PROPOSER shall declare, as part of its PROPOSAL, whether its firm shall retain the employees of the prior CONTRACTOR for a period of at least ninety (90) days.** PROPOSER shall ensure these transitioned employees will be utilized in similar positions and perform 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 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:

- PROPOSER shall comply with all Federal requirements of Public Transit Employee Protections as outlined under Title 13, [49 U.S.C. § 5333\(b\)](#)
- A successor CONTRACTOR or sub-contractor who agrees to retain employees, pursuant to CA Labor Code section 1072, subdivision (a), shall retain employees who have been employed by the prior CONTRACTOR, except for reasonable and substantiated cause. That cause is limited to that 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 sub-contractor.
- 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 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 not 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 authority over the successor CONTRACTOR.

PROPOSER shall provide wages and salaries commensurate with the responsibilities of the positions offered, and in concert with labor rates of like transit operations in the region. In no case shall starting hourly wages offered for like positions be less than the wages paid by the Incumbent service provider as of May 3, 2027. All hourly wages shall comply with local, state, and federal minimum wages.

As part of their PROPOSAL, PROPOSERS are required to provide a wage table listing the minimum and maximum hourly wages for each hourly position described in this RFP. Training wages are permitted but must be disclosed in PROPOSAL.



The cost of wages during all training activities shall be the responsibility of PROPOSER. PROPOSER may set a “training” wage for all positions, but wages may not be less than the current minimum wage in place for businesses in Ventura County employing more than twenty-five workers at one location.

Benefit packages, which will be offered to each of the above employment classifications, shall be presented to VCTC prior to Contract execution and updated periodically as required or requested by VCTC.

PROPOSER shall provide staffing levels necessary to meet all contract requirements. PROPOSERS may suggest different staffing levels by providing clear justification for the recommendation. VCTC reserves the right to reject any alternative staffing levels proposed and require at a minimum the staffing levels as follows:

6.3.1 DISPATCHER (5.0 FTE)

Shall be on duty during all scheduled bus operational hours and at least thirty minutes before the start of service until thirty minutes after the scheduled service end. Serves as the customer point of contact for information and assistance calls regarding VCTC Intercity Transit services when VCTC’s Regional Transit Information Center (RTIC) is closed. Responsible for routing customer concerns to the appropriate management or supervisory staff member for assistance and resolution. During peak Monday through Friday services times, two dispatchers will be on duty at the same time. The exact times of day to meet this requirement will be negotiated prior to Contract execution.

Dispatchers are to be assigned solely to dispatching duties and dispatchers appropriately licensed are not to drive vehicles in revenue service except as may be approved during emergencies by the VCTC Program Manager, Director of Public Transit, or Executive Director. Driving staff may only be used as dispatch staff to cover legally required breaks, or unexpected callouts. Any driver used to fill a dispatching position on a temporary basis shall have completed all required dispatch training before being performing dispatch service.

Dispatch staff will monitor on-time performance, know locations of all revenue vehicles at all times, will ensure all drivers are properly logged in to all onboard equipment, and monitor all revenue operations in real time on video monitors using VCTC provided software.

Dispatch staff shall always to be available to VCTC staff through a private phone number. Dispatch staff will, in a timely manner, respond to all customer requests for transit information and address customer concerns and complaints. Dispatch staff shall always be available to drivers in revenue service.

6.3.2 DRIVER (55.0 FTE)

Appropriately licensed, CDL Class A, with appropriate endorsements, trained and in sufficient quantity to provide uninterrupted service. **A minimum of forty (40) drivers shall be full-time.** A minimum of two extraboard drivers not assigned that day to revenue service will be deployed at all times between the hours of 4:00 a.m. to 8:00 p.m. on weekdays and from 7:00 a.m. to 7:00 p.m. on weekends with pre-tripped back-up vehicles ready to respond



to in-service failures or extraordinary service demands that would result in contract service standard violations.

6.3.3 MAINTENANCE TECHNICIAN “A” Level and “B” Level (5.0 FTE)

Sufficient quantity and ability to ensure no failed California Highway Patrol (CHP) inspections and scheduled maintenance completed to recommended intervals one hundred (100) percent of the time. Maintenance Technicians shall be appropriately experienced and equipped to ensure full compliance with all RFP requirements relating to vehicle maintenance and CHP Inspection requirements including EV vehicles. At least three (3) FTE Maintenance Technicians shall be at the “A” level.

“A” Level technician is defined as a professional Journeyman Level maintenance technician that has at least four (4) years’ experience as a maintenance technician and has experience in major systems and subsystems of motor vehicles. The “A” level technician is capable of safely and accurately performing his/her duties with little or no supervision or correction. A qualified “A” level technician is capable of performing complex trouble shooting and diagnostic procedures efficiently by utilizing past experience, logical thought processes, and the latest technologies, which include mechanical, hydraulic, electrical, and electronic testing equipment.

“A” level technician must have the ability to utilize reference materials and other pertinent literature. This includes the ability to comprehend the text, drawings, specifications, torque requirements, and interpret wiring and air system diagrams. “A” level technicians shall be responsible for the more technical repairs under limited supervision and shall possess a minimum of three (3) ASC certifications, of which one must be T-8 (Preventative Maintenance Inspection) and one must be S-4 or T-4 (Brakes). Must possess or be able to obtain within two (2) ASC test cycles, either Master School Bus Technician or a Master Heavy/Medium Truck Technician certification. At least two (2) “A” level technicians shall be full-time.

One “A” level technician will be primarily assigned to maintain and repair the technology on board the buses including but not limited to fareboxes, internet routers, AVL, Tap2Ride, Umo, cameras, Drivecam/Motive, destination signage, and other devices as may be installed on buses. All required training and certifications shall be at the expense of the CONTRACTOR and selected technician will be trained on all existing equipment no later than six (6) months after contract award.

“B” level technician is defined as a professional maintenance technician that has at least two years’ experience as a maintenance technician and has experience in several of the major systems and subsystems of medium or heavy-duty motor vehicles. The “B” level technician is capable of safely and accurately performing duties under moderate supervision and guidance. The “B” level technician is capable of performing basic trouble shooting and diagnostic procedures by efficiently utilizing past experience, logical thought processes, and some of the latest technologies, which include mechanical, hydraulic, electrical, and electronic testing equipment.



“B” level technician must have the ability to utilize reference materials and other pertinent literature. “B” level technicians shall be responsible for more routine maintenance duties under close supervision and shall possess or have the ability to obtain within one ASC testing cycle T-8 (PMI) certification. Must have or obtain within two testing cycles, two (2) additional certifications, of which one must be S-4 or T4 (Brakes). At least one (1) “B” level technician shall be full-time.

Proposals that include technicians with farebox, fare payment systems, AVL, mobility device lift, and other like certifications will be more favorably received by VCTC. Any such certifications should be specifically noted in the PROPOSAL.

6.3.4 PARTS CLERK (1.5 FTE)

Appropriately experienced to manage the ordering and delivery of inventory parts, special-order parts, and consumables, issuing parts to maintenance technicians, receiving, and inspecting parts, maintaining accurate records of parts and parts inventory and distribution, doing cycle counts and inventory, processing warranty returns, and sourcing difficult to find parts and materials. Parts Clerk may be full-time or part-time, and duty hours will be negotiated prior to Contract execution.

6.3.5 FARE COLLECTION CLERK (1.5 FTE)

Coordinates the collection, counting and secure handling of fares. Fare Collection Clerks ensure that all fare collection and deposit functions meet all requirements for security of funds. Maintains supplies and equipment and keeps accurate records. Fare Collection Clerks may be full-time or part-time, and duty hours will be negotiated prior to Contract execution. Fare Collection Clerks may have other assigned duties so long as a minimum of 1.5 FTE equivalent is spent on fare collection activities. Staff performing in dual roles, for instance Fare Collection Clerk and Operations Supervisor, may not have the hours of one position count towards the minimum mandatory hours worked for other positions.

6.3.6 LOT/UTILITY WORKER (6.0 FTE)

Responsible for maintaining the cleanliness, organization, and functionality of the facility grounds, parking areas, and support spaces. Lot/Utility staff move, park, and position buses as required, fuel vehicles, clean and detail revenue, and support vehicles, and assist other operations staff in performing essential duties. May perform minor maintenance tasks such as fluid top offs, bulb replacements, and minor parts replacements not requiring specialized tools or skills. Lot/Utility staff that move vehicles within the facility or pre-position buses on route for operational needs **must** possess a CDL Class A license with air brake endorsement.

No passengers that are not CONTRACTOR staff are permitted on any bus while being driven by Lot/Utility staff. At least two (2) Lot/Utility staff shall be full-time.

6.3.7 ADMINISTRATIVE ASSISTANT (2.0 FTE)

Provides administrative support to managers and supervisors and process data and reporting required under the RFP. May assist dispatch staff with the processing of customer service and concern calls. At least one (1) Administrative Assistant shall be full-time.



6.4 STAFFING SUMMARY

PROPOSER is required to provide a summary of all positions proposed for this Contract by title and number of FTE positions proposed as part of PROPOSAL submission.

For any proposed position not listed in this RFP, provide supplemental information justifying the need for the position. If PROPOSAL recommends a different FTE total for required position(s), state the justification for the recommendation. For positions described as required, PROPOSER'S may propose different positions and/or a different number of FTE but must provide justification under this section.

Failure to fully list all proposed positions and modifications to RFP requirements may result in your PROPOSAL being rejected as non-responsive.

6.5 DRUG FREE WORKPLACE

PROPOSER shall comply with all of the following:

A. U.S Department of Transportation (DOT)

"Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40 to the extent applicable.

B. Federal Transit Administration (FTA)

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transportation Operations," 49 CFR Part 655 to the extent applicable.

C. 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 (as applicable), shall implement all programs required under the regulations including without limitation, a Drug and Alcohol Testing Program and in anti-drug use and alcohol misuse program, in full compliance with the regulations.

D. Certificate of Compliance

The Certificate of Compliance with 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit, submitted by CONTRACTOR prior to award, will be incorporated as part of the Contract documentation.

E. CONTRACTOR Oversight

VCTC will conduct ongoing oversight to ensure CONTRACTOR'S compliance with the DOT/FTA regulations during the term of the contract. CONTRACTOR shall provide VCTC with a copy of their Anti-Drug and Alcohol Misuse Policy and related forms, provide 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.



6.6 EMPLOYEE SELECTION AND SUPERVISION

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

PROPOSER shall be responsible for the employment and supervision of all employees necessary to perform transit operations. PROPOSER'S responsibilities shall include, but are not limited to, recruitment, screening, selection, training, supervision, evaluations, retention, and termination. PROPOSER 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 ensure all such employees are able to perform their duties in a safe, legal, courteous, and professional manner always.

PROPOSER shall provide to VCTC, upon execution of a Contract, copies of their Employee Handbook and Substance Abuse Policy as well as all training guides no later than **April 30, 2027**. VCTC reserves the right to request modifications to the above when in VCTC's judgement, such adjustments are in the best interest of the transit program and meet all applicable laws and statutes governing operation of municipal transit services.

6.7 BILINGUAL PERSONNEL

Consistent with VCTC's Title VI plan for Public Transit Services, PROPOSER shall make every effort to recruit bilingual (Spanish) personnel for driver, dispatcher, and other customer contact positions including the use of pay differentials for bilingual staff. A minimum of twenty percent (20%) of drivers and other operational personnel, two (2) supervisors, and at least one (1) management staff member shall be English/Spanish bilingual. During times when bilingual staff are not available, PROPOSER must utilize a professional language translation service contracted at its own expense. *App-based translation services such as Google Translate are not sufficient to meet this requirement.*

No customer or passenger shall be denied transit information or services due to lack of English proficiency.

Staff employed as dispatchers and drivers shall be English language proficient with appropriate language skills and vocabulary to be able to effectively communicate detailed information in English to riders on routes, fares, operational rules and be able to clearly articulate stop calls, communicate during emergency situations and communicate with other personnel over the radio in English.

PROPOSERS are encouraged to reference VCTC's Title VI Plan and shall comply with the requirements therein. For specific requirements refer to the VCTC's Title VI Plan at the following link: [2024-VCTC-Title-VI-Program-Update.pdf](#)



6.8 DISPATCH TRAINING

PROPOSER shall develop, implement, and maintain formal training and ongoing training programs, including the provision and payment for the required training. PROPOSER shall maintain a record of all training programs including periodic updates and employee attendance.

Dispatchers and any other personnel who may from time to time be assigned to telephone information and customer lines shall be trained in public relations skills, proper telephone manners, accident and incident procedures, radio procedures, and shall have detailed knowledge of VCTC's transit services and transit operations which connect with VCTC's system (Gold Coast Transit District, Thousand Oaks Transit, Simi Valley Transit, Moorpark City Transit, Camarillo Area Transit, Valley Express, LA Metro, and LA Commuter Express, Santa Barbara Metropolitan Transit District, Clean Air Express). These individuals shall be knowledgeable of schedules, transfer points, fare, operating policies, and appropriate contact and information phone numbers.

Training for Dispatchers will consist of a minimum number of hours of classroom and supervised training before being allowed to dispatch without supervision. Dispatching personnel shall be trained in, but not limited to, VCTC Intercity transit service policies and fare collection procedures, professional techniques, radio protocol, dealing with difficult people and conflict resolution techniques.

PROPOSER shall provide documentation in their PROPOSAL of the number of hours and type of training each dispatcher receives to meet this requirement.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by PROPOSER and furnished to VCTC or its agents upon request.

6.9 SCHEDULING AND DISPATCH FUNCTIONS

PROPOSER shall schedule and dispatch in accordance with the provisions of the RFP and where applicable, ADA requirements. PROPOSER shall comply with all FTA regulations related to trip scheduling and will comply with Title VI non-discrimination requirements in the delivery of all scheduling and dispatch functions.

PROPOSER shall provide an adequate number of dispatchers to staff dispatching functions to ensure services receive proper monitoring. PROPOSER shall also be responsible for maintaining communications control and contact with all vehicles in service and for maintaining the daily dispatch log.

Dispatch staff will be provided with tools and access necessary to allow for the independent resolution of issues including provision of service when supervisory and management personnel are not immediately available.

PROPOSER shall make full use of the electronic systems provided by VCTC including but not limited to: GFI fareboxes, Umo readers, Tap2Ride readers, destination signs, and Syncromatics AVL/AVAS equipment and staff shall be trained in all functional aspects of the



system, including the entry of data and the mining of data to generate reports and statistical information. All training costs for VCTC supplied equipment shall be the sole responsibility of PROPOSER except where explicitly noted in the RFP. For PROPOSER supplied equipment that requires VCTC staff access in furtherance of RFP requirements and objectives, VCTC staff will be trained on and have monitoring access to the systems. Training shall be provided as requested and without cost to VCTC.

CONTRACTOR shall maintain a dispatcher on duty during normal operation hours to monitor bus service on-time performance and to ensure drivers are properly logged onto installed equipment during all regularly scheduled operational hours, including driver pre- and post-trip times. Dispatchers will conduct communications with bus drivers over VCTC provided communication systems. Dispatchers shall immediately respond to requests for assistance or directions from bus drivers to resolve issues with routes and/or passengers.

Dispatch staff shall know, on a real-time basis, the schedule adherence of every bus on route, the location of every bus in revenue service, and the location of all buses not in revenue service including those buses in repair or being used for training and testing purposes.

*PROPOSER shall propose to VCTC a format for a dispatching log and provide it to VCTC staff for review and approval no later than **April 30, 2027**.*

6.10 TRANSIT INFORMATION AND PUBLIC ASSISTANCE

VCTC operates a call center utilizing a toll-free phone number to service transit information requests from the public. The Regional Transit Information Center (RTIC) is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday. Calls to the RTIC, before and after RTIC operating hours, during staff lunch break from 12:30-1:30 p.m. on weekdays, and on weekends and holidays are automatically forwarded to Incumbent CONTRACTOR'S dispatch staff. PROPOSERS will be required to continue this process and answer calls and provide transit information to riders from thirty (30) minutes before earliest bus departure, to thirty (30) minutes after last scheduled bus timepoint stop, seven (7) days a week. During these time periods, CONTRACTOR shall not keep a passenger on hold for over three (3) minutes and will maintain an average hold time not exceeding 90 seconds. Customer service related calls are to be recorded and recording copies provided to VCTC upon request within 24 hours.

CONTRACTOR will regularly coordinate with the RTIC to obtain route brochures, schedules, and maps. CONTRACTOR is also required to coordinate with the RTIC on route interruptions that may impact services so online transit information can be updated in real time.

6.11 SERVICE COMPLAINTS AND CONCERNS

VCTC will communicate all service concerns collected by the RTIC and other VCTC staff electronically to CONTRACTOR. PROPOSER must ensure that all necessary computer systems and configurations are supplied at start of Contract to process all communications from RTIC. CONTRACTOR will communicate all service concerns collected through dispatch on VCTC off hours to VCTC. CONTRACTOR is required to respond to and process to close, all service concerns within five (5) business days of receipt using VCTC supplied software.



In compliance with FTA triennial audit requirements, a summary of all complaints concerning any aspect of the services received by CONTRACTOR's staff shall be maintained and provided to VCTC. Such complaints shall be individually listed by date and subject matter and be submitted in a uniform format. VCTC utilizes **TransTrack** for complaints and concern tracking and CONTRACTOR's staff will be required to use this system. Initial training will be provided for management and supervisory staff at VCTC expense, no later than April 30, 2027. Additional training needs will be at CONTRACTOR's expense.

6.12 VEHICLE OPERATING STANDARDS

Vehicles shall be operated always with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public in accordance with all applicable laws and accepted-industry standards.

6.13 ON TIME PERFORMANCE STANDARD

PROPOSER will be expected to maintain a minimum ninety (90) percent on time performance for all published time points. Additionally, PROPOSER will be expected to maintain a ninety-eight (98) percent on time pullout from first stop of day on each route.

For purposes of this standard, buses shall be on time if departure from a time point was between zero (0) minutes early to eight (8) minutes late as determined by GPS in VCTC supplied AVL devices equipped on buses.

Failure to maintain the required on-time standards is a Contract violation and may result in financial or other penalties.

Service shall be provided as scheduled or according to any adjusted schedule established by VCTC or as may be required in a declared emergency. PROPOSER shall strive to maintain on-time performance; however, PROPOSER shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, when sufficient documentation is provided to VCTC.

6.13.1 SCHEDULE ADHEREANCE

CONTRACTOR shall ensure that all services provided adhere to the service schedule set forth by VCTC.

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. CONTRACTOR shall notify VCTC staff of such obstruction causing deviation as soon as is practical.

6.13.2 MISSED TRIP

CONTRACTOR shall run all scheduled trips each and every day the service is in operation and shall not miss any scheduled trip. A missed trip is defined as where CONTRACTOR fails to operate or complete the entirety of a scheduled trip. Routes are required to be completed to their full extent, regardless of whether passengers remain on board.



A trip will be considered missed if it starts more than 45 minutes past its scheduled departure time even if the entire trip is completed. Such trips are not eligible for CONTRACTOR billing unless approved by VCTC Program Manager or Director of Public Transit.

Missed trips are a contract violation and may subject CONTRACTOR to financial and other penalties.

6.14 DRIVER HOURS

It is PROPOSER'S sole responsibility to ensure drivers do not exceed maximum driving times and that all breaks required by law are provided. The dispatching of relief drivers for the purposes of required breaks should be done via non-revenue vehicles, not revenue vehicles, unless approved in advance by VCTC.

6.15 DRIVER TRAINING

PROPOSER shall develop, implement, and maintain a formal training and retraining program for all drivers. All driver training shall comply with applicable DOT and FTA minimum requirements.

The training program must provide classroom instruction covering defensive driving, basic first aid, State and Federal rules and regulations, accident/incident procedures, radio procedures, mobility device lift procedures, passenger relations, employee work rules, routes, schedules, sensitivity training, and VCTC operating and fare collection policies. Within this required training period, PROPOSER shall instruct drivers in disability awareness sensitivity training, which includes ADA regulations and procedures; sexual harassment training; passenger control/difficult passenger training; and defensive driving training. VCTC reserves the right to review all training materials, and to monitor training sessions.

Drivers shall receive behind-the-wheel training, under supervision. 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.

PROPOSER shall provide annual refresher training for all staff and shall at VCTC's direction, provide additional training as determined by VCTC to be essential at any time during the Contract term. Training must be completed before a driver can enter unsupervised revenue service. VCTC may at its sole discretion require CPR and/or AED training for all drivers.

Drivers shall be trained to operate all vehicle types used in VCTC's transit service. PROPOSER shall be required to monitor and comply with all State regulations and requirements with respect to driver training. CONTRACTOR shall be required to have an on-going refresher driver-training program for existing drivers, and all other staff that may operate a revenue vehicle. The training will include diverse topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics.



CONTRACTOR shall be required to pre-plan a training schedule on an annual basis. A written training schedule with specific topics and objectives will be submitted to VCTC upon request. CONTRACTOR may also be required to hold training that may be pertinent to the issue at the time at VCTC's request. VCTC may choose to audit CONTRACTOR new-hire and/or refresher training program, announced or unannounced, as well as conduct training file audits to ensure compliance with training provisions. Such attendance during CONTRACTOR training shall be for the sole purpose of ensuring that training meets outlined standards and no certificates of completion shall be furnished to VCTC or its representatives. CONTRACTOR agrees to allow such attendance at no cost to VCTC.

Drivers shall be certified as having completed training before operating any transit vehicle in revenue service unsupervised. All drivers must complete PROPOSER'S formal training programs. PROPOSER shall keep a current list of drivers and their certifications and provide this list to VCTC upon request. DMV Commercial Driver's License (CDL) testing costs shall be the sole responsibility of PROPOSER.

All drivers must also always have in their possession when operating a vehicle for VCTC service, a valid Department of Motor Vehicles (DMV) Medical Examiner's Certificate and valid DMV Training Card. PROPOSER shall be responsible for monitoring DMV records for drivers to ensure their continued qualification and suitability for fixed route transit vehicle operation. PROPOSER shall produce upon the request of VCTC all such records. Drivers shall always display photo identification when in revenue operations.

PROPOSER shall review current DMV reports on all applicants for the position of vehicle driver and shall reject any applicant with any driving under the influence conviction in the prior ten years. PROPOSER shall join the **DMV Pull Notice Program**, whereby PROPOSER 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 vehicle for the services described in this RFP.

Drivers who do not fully meet all RFP training requirements and standards are not to drive in service. Failure to comply with this requirement is a contract violation and may subject CONTRACTOR to penalties up to and including a cure or quit demand.

6.15 OPERATOR SAFETY AND PREVENTABLE ACCIDENTS

CONTRACTOR shall ensure that all operators adhere to safe and defensive driving procedures. CONTRACTOR shall ensure that operators shall not use cell phones or keep cell phones on their person while in operation of any revenue vehicle, regardless of if vehicle is in service or not. Drivers shall not wear or use "Bluetooth" or other wireless earpieces while driving.

Drivers shall not run red lights and shall comply with all speed limits, road signs, and driving laws. Drivers are required to wear their seat belts while operating any vehicle while it is in motion. CONTRACTOR shall take all reasonable and appropriate steps to ensure that preventable accidents are minimized.



6.16 QUALITY CUSTOMER SERVICE

CONTRACTOR shall ensure that the drivers are courteous, have neat and presentable appearance and possess their driver's licenses and endorsements on them. Drivers shall not be rude, confrontational, or disrespectful to passengers.

Drivers are not permitted to pass up riders unless bus capacity has been reached at which time drivers will notify dispatch. Drivers shall stop and inform waiting passengers that capacity has been reached and provide information on when the next bus is scheduled to arrive.

Drivers must ensure that heating and air conditioning units operate during revenue service.

6.17 DRIVER LOGS

All drivers shall comply with the CHP regulations and requirements of the Driver's log to be completed and signed. The form of all driver logs will be approved in advance by VCTC before start of operations under this Contract and logs shall be filled out completely and legibly by each driver and available for inspection by VCTC staff on request and for a period of not less than three years from the date of service. VCTC may at its sole discretion decline to pay for services where billing is based on driver logs that are incomplete, illegible, or include "copy and paste" information. Each driver log will be certified by both the dispatcher on duty at the time it was submitted and at least one manager. Logs lacking the required approvals will not be accepted for billing purposes.

PROPOSER shall provide documentation in their PROPOSAL of the number of hours and type of training each driver receives to meet this requirement.

6.16 DRIVER REQUIREMENTS

PROPOSER shall ensure all drivers meet the following minimum standards and are qualified to perform the intended services:

- A. Each operator must be an employee of PROPOSER. PROPOSER may not sub-contract with non-employees to execute revenue service or vehicle operations unless specifically authorized in writing by VCTC Program Manager or designee in advance.
- B. Continuous possession of the appropriate valid driver's license, California DMV CDL Transit Certificate, passenger and air brake endorsements.
- C. Not more than two (2) moving violations in the past five (5) years and no DWI/DUI convictions within the last ten (10) years.
- D. Demonstrated command of the English language, both oral and written.
- E. Ability to resolve complaints and problems as required.
- F. Pass Federally required Drug and Alcohol Testing.



Drivers will, when requested by VCTC, hand out notices to passengers and render assistance with VCTC's monitoring functions. Drivers will be required to honor and update special passes, collect tickets, and issue and collect transfers as determined by VCTC. Drivers will record ridership counts by passenger category according to procedures approved by VCTC and use electronic equipment supplied by VCTC or PROPOSER including but not limited to GFI fareboxes, Umo readers, Tap2Ride readers, destination signs, and Syncromatics AVL/AVAS equipment. Drivers shall use this equipment, or any other devices that may be installed by VCTC during contract term, for the operation of the bus service. As a backup, an accurate timepiece, furnished by PROPOSER, and set each day in accordance with PROPOSER'S procedures, shall be used. Drivers shall be provided with manual count sheets and other materials as may be required to perform manual counts in the event of failure of one or more fare tracking devices.

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

- A. **Refuse to accept tips or gratuities.**
- B. Appear neat, clean, and well groomed, and in an approved uniform.
- C. Always be helpful and courteous to passengers.
- D. Operate the vehicle safely and legally.
- E. Call out stops in accordance with FTA and ADA requirements.
- F. Prohibit animals on board all revenue service vehicles except as required by law or VCTC approved guidelines.
- G. Not deviate from the defined route and schedule without approval.
- H. Cooperate with directions of law enforcement upon presentation of proper identification
- I. Submit suggestions for service improvements to VCTC via the process determined by PROPOSER and approved by VCTC's Program Manager.

In order to promote a sense of security among Contractor's operators and bus patrons, all bus drivers shall be required to report to dispatch or local law-enforcement in an emergency, all incidents related to safety and security threats, verbal and physical abuse of operators or patrons, crimes, and vandalism immediately. For purposes of this section, an incident is:

- Vehicle accident involving a revenue vehicle
- Verbal harassment (assault) of the operator or passenger
- Physical altercation



- Sexual harassment, either verbally or by gesture or action
- Sexual assault
- Vandalism and graffiti
- Public intoxication or under the influence
- Use of illegal drugs or use of alcohol
- Smoking or vaping in any form using any substance, legal or illegal
- Robbery and theft
- Unruly conduct that compromised personal or vehicle safety
- Medical emergency
- Violations of passenger code of conduct

6.17 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

CONTRACTOR shall comply with all ADA requirements including but not limited to:

- Announcing major stops and transfer points (internally and externally)
- Deploying functioning mobility device lift or ramp upon passenger request
- Securing passengers using mobility device
- Picking-up passengers with disabilities
- Having clearly readable paper destination signs
- Having a functioning mobility device lift or ramp
- Repairing electronic destination signs within a reasonable period
- Providing accessibility features to support individuals with sight and hearing disabilities.

PROPOSER shall maintain services to support individuals with sight and hearing disabilities. PROPOSER will be required to provide, at its own expense, any equipment and services required under ADA to permit visually and hearing-impaired riders equal access to transit information and services.

In the event a passenger with a mobility device requires transportation and bus is at capacity for transportation for mobility device passengers, or if lift/ramp is determined to be non-functional at a stop, driver will immediately contact dispatch for assistance and direction. Impacted passengers will be immediately informed of when the next bus or mobility support van is expected to arrive. Contractor is required to provide alternative services within thirty (30) minutes.

6.18 UNIFORMS

All staff, regardless of title or position, working in CONTRACTOR'S facility, shall be professionally dressed at all times facility is accessible to the public or visitors.

PROPOSER shall develop a dress code subject to VCTC approval and implement the dress code on the first day of contract service operations. Such dress code will strive to achieve a professional look featuring, at a minimum, button down long and short sleeve dress shirt/blouse and slacks for all fixed route drivers and equivalent dress shirt or polo style shirt and slacks for all office and supervisory staff. A lightweight jacket or V-neck sweater shall be provided for all drivers.



Clothing shall be custom fit for each staff member and in sufficient quantities to permit up to six (6) consecutive workdays between washes. All uniforms will be maintained in good repair and shall be exchanged at least once every 18 months. The dress code shall include shoes that are of a “plain” style, all black oxford style shoe or black “business dress” style tennis shoe. Sandals or open-toe shoes will not be permitted.

All staff operating vehicles shall be provided and wear safety vests at all times vehicle is in motion. Drivers shall wear badge identifications that clearly display their first initial and last name and photo when performing any duties associated with this contract. Uniforms shall clearly display (separately) the business name of PROPOSER and VCTC logo

Maintenance staff shall be provided with uniforms appropriate to work needs and environment and shall include any safety wear that may be required by local, state, or federal regulations regarding the maintenance of heavy-duty and fully electric vehicles.

Non-driver operations staff that generally work in the field or have regular customer and passenger contact shall be appropriately uniformed and shall consist at a minimum of a “polo” type shirts, slack, and business appropriate footwear. Shirts shall be embroidered with the logo of the firm providing service and have a visible photo identification badge with title, first initial, and last name.

VCTC at its sole discretion may make exceptions to the uniform policy. However, at no time shall shirts, jackets, hats, sweaters, and other clothing displaying any logos or graphics that have not been specifically authorized by VCTC, be worn by any staff in the employ of PROPOSER while on duty, either on at work site or aboard revenue and support vehicles.

6.19 REMOVAL OF STAFF

VCTC may require CONTRACTOR to immediately, pending investigation, remove any staff member for any of, but not limited to, the following reasons:

- A. Suspicion of committing unsafe or inappropriate acts while providing the services described in the RFP.
- B. Deliberate damage to VCTC property, theft, or misuse of VCTC resources.
- C. Revocation, suspension, or non-renewal of a valid California driver’s license.
- D. Conviction of certain felony criminal offenses.
- E. Unacceptable customer service as reported by customers, other PROPOSER staff, or as observed by VCTC staff or its agents.
- F. Discriminatory behavior and violations of VCTC’s Title VI program.
- G. Non-compliance with RFP or Contract specified appearance standards.



6.20 SAFETY AND SECURITY PROGRAM

PROPOSER'S Safety and Security Program (SSP) shall conform to all DOT and FTA specifications and that of any state or federal agency with authority. VCTC's Program Manager or designate shall be consulted on all changes to PROPOSER'S established safety and security procedures prior to implementation of any changes after Contract start date.

PROPOSER shall present a copy of the SPP for VCTC review no later than April 30, 2027.

6.21 ACCIDENT PREVENTION PROGRAM

PROPOSER shall develop, implement, and maintain a formal Accident Prevention Program (APP), including periodic safety meetings, participation in safety organizations, safety incentives offered by PROPOSER to drivers and other employees, and participation in risk management activities under the auspices of PROPOSER'S insurance carrier and VCTC. PROPOSER shall comply with all applicable CHP and OSHA requirements.

PROPOSER shall provide VCTC with an overview of its APP no later than April 30, 2027.

6.22 COMMUNICATIONS EQUIPMENT PROFICIENCY

All staff will be required, regardless of position, to undergo comprehensive training on the proper use of communications equipment and demonstrate proficiency prior to using communications equipment. Failure to properly demonstrate correct usage will be grounds for the removal of drivers and dispatchers from providing revenue services.

6.23 WEAPONS

PROPOSER shall not permit drivers or any staff member under employment to bear weapons of any type on VCTC or CONTRACTOR property, facilities, or onboard any vehicles while operating a vehicle under the terms of this RFP. **Failure to comply with this provision will result in request by VCTC for immediate termination of employees in violation.** For purposes of this section, weapons include but are not limited to firearms of any type regardless of permit, knives, and cutting instruments except those that might be typically needed by mechanics in performance of their routine duties, tactical gear, stun devices, explosives, or flammable liquids. Pursuant to California Penal Code Section 171.7, any staff that knowingly possess a firearm or other specified weapons in a public transit facility or vehicle is subject to penalties of up to six (6) months in jail and a \$1,000 fine.

6.24 ACCIDENT AND INCIDENT REPORTING

CONTRACTOR shall report all hazardous conditions (e.g., trees, signs, road conditions, etc.) to VCTC and take necessary precautions to safeguard passengers, personnel, and equipment.

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, law enforcement contact, passenger injuries or **potential** injuries, and vehicle accidents.



CONTRACTOR will notify VCTC's Program Manager of any accident involving a revenue transit vehicle within 15 minutes of its occurrence. In case of injury accidents, notification shall occur as soon as practicable. An initial written report on any accident will be delivered to the Program Manager or designate as soon as it is practical to do so, but not longer than twenty-four hours or four hours in the case of passenger injury. This standard applies regardless of day of week or time of day of accident or incident. A completed accident report will be provided as soon as practical, but not more than seven (7) calendar days from the date of accident. An NTD safety form is to be completed when applicable.

CONTRACTOR shall require vehicle operators, dispatchers, road supervisors, and office staff to report public safety incidents observed by them to the dispatcher, General Manager, or manager on duty, who in turn shall refer all such incidents to the proper authorities. Such observed incidents shall include but are not limited to fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, signal outages, or bulb out, collisions, and the like on all transit vehicles and at all transit locations. Beyond reporting such incidents, neither PROPOSER nor any of its employees shall have any responsibility of any kind or character to act further with respect to them and PROPOSER shall make the safety of employed staff a priority in any developing situation that may indicate a likelihood of violence occurring.

6.25 OPERATIONS DURING AN EMERGENCY

No later than April 30, 2027, CONTRACTOR shall provide for VCTC's review and approval an Emergency Operations Plan (EOP) to maintain services in the event of a significant emergency or due to the unavailability of CONTRACTOR'S facilities that support the operation of required services. Such plans shall be updated at least twice annually (no later than December 31 and June 30) and will always include a current list of emergency contact numbers. Emergency contact numbers are to be updated as required and provided to VCTC as soon as practical. All operations staff shall be familiar with the EOP, and it shall be readily available to staff to access in the event of an emergency.

CONTRACTOR'S staff shall effectively and pro-actively participate in the VCTC's adopted Public Transit Agency Safety Plan (PTASP) and the regional mutual assistance program (TRANSMAC) by providing necessary staff and resources to attend meetings and trainings as may be required by VCTC. Such participation will be at the cost of CONTRACTOR for staff time and supplies. This includes participation of front-line employees as required by the PTASP, defined as non-supervisory, hourly drivers, mechanics, and service staff.

CONTRACTOR may, from time to time, be required to participate in VCTC sponsored emergency training exercises at CONTRACTOR'S expense for staff time, and VCTC may require management and supervisory staff to be trained in basic Standardized Emergency Management (SEMS) and National Emergency Management (NEMS) protocols. Additionally, in the event of an emergency or natural disaster, management personnel may be required to report to a designated Emergency Operations Center (EOC) to provide support for VCTC's transportation needs and efforts.



In the event of an emergency, CONTRACTOR shall deploy vehicles in a manner described by VCTC or other authorized authorities. Emergency service does not constitute an expansion of service. VCTC shall be obliged to compensate CONTRACTOR for emergency service costs that significantly exceed the normal expense of operating the transit service during such periods of a declared emergency. CONTRACTOR shall make every reasonable effort to house staff and provide necessary support for their needs during a protracted emergency.

In the event of an emergency, prior to the discontinuation of any service, VCTC's Program Manager or Director of Public Transit shall be contacted before any suspension of service takes place.

6.26 SYSTEM PROMOTIONS AND COMMUNITY OUTREACH

VCTC shall be responsible for general marketing and public relations activities relating to VCTC's transit programs and may on occasion request assistance from CONTRACTOR and CONTRACTOR's staff with specific promotional events. CONTRACTOR shall distribute on-board notices, cooperate, and participate in marketing, promotion, advertising, public relations, and public education programs undertaken by VCTC.

Under no circumstances shall CONTRACTOR or its employees be permitted to distribute any unauthorized printed or other materials without prior written permission of the Program Manager or designate. VCTC will cooperate with CONTRACTOR in efforts to recruit qualified staff, including the posting of job availability on transit vehicles.

All requests from the press and the media are to be forwarded immediately to VCTC's Program Manager or designate. CONTRACTOR'S staff shall not respond to press requests for interviews or comments on the record regarding any specific incident or transit operations in general.

VCTC will provide CONTRACTOR, on a routine basis, informational items for posting in transit vehicles as well as required Title VI posting materials. CONTRACTOR shall ensure that all vehicles always have both required and timely posting materials displayed. In addition, all vehicles so equipped shall have their brochure displays stocked with enough to ensure all passengers can avail themselves of a copy without having to ask a driver.

All postings shall be current or "evergreen" and posted in a professional manner. Title VI postings shall always be posted on all revenue vehicles. Postings are to be checked daily to ensure timeliness and appearance and replaced as required or directed by VCTC staff. To the best of CONTRACTOR's ability, postings will be consistent in terms of type, size, and placement in each bus.

Under no circumstances are items to be posted on buses using any type of tape or adhesive that is visible to the passenger or that leaves a permanent residue on bus surfaces.



CONTRACTOR'S managers and supervisors shall copy VCTC's Program Manager or designate on all replies to e-mail concerns or complaints and shall forward all inquiries beyond the scope of CONTRACTOR'S operational duties to the Program Manager or designate for a response.

PROPOSERS shall provide detailed information, and their PROPOSAL shall be evaluated on, a comprehensive approach to providing an innovative, high quality, and effective public outreach and community relations programs in support of VCTC outreach goals. Evaluation will consider PROPOSER'S approach to the following:

- A.** Under the guidance of VCTC, support the distribution and promotion of educational materials and outreach initiatives to riders and perspective riders to raise public awareness of both local and regional public transit services. Examples include local publications, media outlets, attending travel training sessions, and similar rider-focused campaigns.
- B.** Actively participate in community events to improve visibility of public transit. This includes corporate and staff participation in special events, street fairs, celebrations, and other similar events to support promotion of local and regional transit services. VCTC Program Manager or Director of Public Transit will be consulted about any such participation in advance and VCTC reserves the right to deny participation when in the opinion of VCTC, participation is not in the best interests of the program.
- C.** Promote participation in regional transit feedback opportunities sponsored by VCTC.
- D.** Ensure staff participate in feedback and outreach efforts, particularly where topics relate to their roles or areas of service delivery.

6.27 DESTINATION SIGNS

CONTRACTOR shall be responsible for the correct use of vehicle destination signs and shall provide periodic updates and refresh of message structures. CONTRACTOR shall be responsible for ensuring message lists are complete and reflect operational needs and shall, at its sole expense, update lists periodically as directed by VCTC staff. At no time is a message to be programmed into the destination sign that has not been approved in advance by VCTC. CONTRACTOR shall designate a member of the management team who shall be solely responsible for ensuring the maintenance and updating of destination sign messaging is conducted per the RFP requirements. A complete list of approved messages shall always be maintained and available to VCTC staff.

CONTRACTOR shall display required vehicle destination signage, in plain view, on all vehicles so equipped while in revenue service. At all times, vehicles not in revenue service shall display "out of service" messages. This includes deadhead trips to or from the depot or first stop, for fueling, or for maintenance activities.



6.28 EXTRA SERVICES

CONTRACTOR may be requested to perform extra services on an as-needed basis as authorized in writing by VCTC. Such requests, whenever possible, will be requested in advance of need to provide CONTRACTOR with sufficient time to source staff and resources.

Any work or activities that are in addition to, or otherwise outside of, the services to be performed under this RFP shall only be performed pursuant to a written Contract amendment.

CONTRACTOR shall not perform, nor be compensated for any change, without written authorization from VCTC as set forth herein. In the event such a change authorization is not issued and signed by authorized VCTC management, CONTRACTOR shall not provide such change.

6.28 COMMUNICATIONS EQUIPMENT

VCTC shall supply to CONTRACTOR an approved radio communications system that permits communication between drivers and dispatchers as well as driver to driver communications. CONTRACTOR is encouraged to deploy and make available a back-up communications system with appropriate protocols in the event of emergency or failure of the VCTC supplied communication system. *PROPOSER should include, as part of their RFP response, a detailed description of their radio communication procedures and proposed back up communication system.*

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7.0 CONTRACTOR REPORTS

CONTRACTOR is required to provide data reporting, which will serve as a database to monitor and evaluate productivity of the service and the performance of CONTRACTOR. VCTC depends largely on CONTRACTOR self-reporting and relies on CONTRACTOR to evaluate its own performance regularly to improve service and efficiencies.

The selected PROPOSER'S performance evaluation program is dependent upon the timely and accurate reporting of essential operating and maintenance. CONTRACTOR, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to VCTC.

All CONTRACTOR staff responsible for internal reporting must have access to the equipment, software and hardware, and other resources to meet the requirements of the RFP.

7.1 TIMELY AND ACCURATE SUBMISSION OF REPORTS

Timely submission of daily, weekly, and monthly reporting, as well as special reporting requested by VCTC staff or agencies with program oversight, is an essential component of CONTRACTOR'S responsibilities under the RFP and an important measure of VCTC's impression of CONTRACTOR'S overall performance, which may impact CONTRACTOR'S ability to receive timely remittance to invoices and ability to earn bonus payments.

As part of their PROPOSAL submission, PROPOSERS should clearly articulate the staff responsibilities and procedures PROPOSER intends to employ to meet all RFP reporting requirements.

7.2 SYSTEM REPORTING REQUIREMENTS

CONTRACTOR will provide VCTC with "substantiated" information to contribute to schedule revisions and to short- and long-range planning and will collect data and perform miscellaneous surveys to be used in collecting information needed to successfully monitor the service and clients and to respond to all reporting requirements.

CONTRACTOR shall continually monitor transit operations, facilities, and equipment, and shall advise VCTC and make recommendations upon observed deficiencies or needed improvements. VCTC shall retain all authority to act on such recommendations. CONTRACTOR, at VCTC's direction, may be required to supply information to VCTC hired consultants engaged in transit-related planning and promotional activities.

7.3 FINANCIAL AND OPERATIONAL RECORDS

CONTRACTOR shall establish and maintain, within a separate account, all program revenues and expenditure data and any other relevant financial and operational records or documents including a separate breakdown of all expenses and reporting for services provided under contract to other agencies.



CONTRACTOR shall submit invoices to VCTC within ten business days or fifteen calendar days, whichever is earlier, after the end of the month for services rendered during the reporting period. Separate invoices shall be provided for all services and other special services as may have been requested by VCTC. Invoices shall be prepared in such a form and supported by such documentation as may be required by VCTC or its contracting agencies to establish that the amounts are allowable. The contractor is solely responsible for ensuring that all invoices they submit are accurate, complete, and fully supported by documentation before submission.

Payment to CONTRACTOR shall be made within 30 days after receipt of a correct and acceptable invoice and supporting data. VCTC may, at its discretion, make partial payments while withholding payment for other services with outstanding or questionable support or invoices. All invoices shall be addressed as follows:

Ventura County Transportation Commission

Attn: Matt Miller

751 E. Daily Drive, Suite 420

Camarillo, CA 93010

All invoices, supporting documents, and other financial records relevant to this contract shall be subject to inspection and audit by representatives VCTC, DOT, FTA, and other local, state, and federal agencies as may be required to comply with regulations and requirements.

VCTC relies substantially on the use of Transportation Development Act (TDA) funds and other state and federal funds and grants for operational expenses. Each granting agency has unique reporting requirements for expenditures, and such reporting requirements shall be binding on CONTRACTOR even if reporting requirements exceed those explicitly required by RFP or Contract. CONTRACTOR shall make every reasonable effort to comply with requests for information and supporting documentation in specific formats when requested by VCTC.

If at any time during the term of the contract, or for three years after its expiration or termination, authorized representatives of VCTC conduct an audit of CONTRACTOR regarding the services provided under the contract, and if such audit finds that VCTC's dollar liability for such services is less than payments made by VCTC to CONTRACTOR, CONTRACTOR agrees that the difference shall be either: 1) repaid by CONTRACTOR to VCTC by check payment, or 2) at VCTC option, credit against any future payments hereunder to CONTRACTOR.

If such an audit finds that VCTC's dollar liability for services provided is greater than payments made by VCTC to CONTRACTOR, the difference shall be paid to CONTRACTOR by VCTC. CONTRACTOR shall invoice VCTC monthly for services rendered. If CONTRACTOR determines that it failed to invoice VCTC for all services rendered, CONTRACTOR must submit any corrected invoices for a prior fiscal year no later than August 30 of the current fiscal year. VCTC shall have no obligation to pay invoices submitted by CONTRACTOR after August 30 for services rendered during the previous fiscal year.



7.4 OPERATIONAL REPORTS

VCTC will collaborate with the selected proposer on specific reporting requirements prior to start of service. VCTC is committed to collaborating with CONTRACTOR to find the most efficient and accurate means of reporting data for reporting requirements. Reporting will include essential items necessary for local, state, and federal reporting requirements and others as needed. Specific reporting requirements including methods, timing, and other details will be negotiated prior to Contract execution.

7.5 NTD AND OTHER STATE AND FEDERAL REPORTING

CONTRACTOR will be responsible for providing VCTC with all information necessary and available to CONTRACTOR to ensure completion of annual NTD filing timely and to comply with information requests related to any state or federal audit including FTA triennial audits.

7.6 CONTRACTOR REQUIRED REPORTING

The listed standards are for guidance purposes only and final standards will be negotiated with the selected PROPOSER prior to Contract execution.

NAME OF REPORT	FREQUENCY	DESCRIPTION	WHERE ENTERED	WHAT IS INCLUDED
Daily Activity Report and Late Log	Daily plus Monthly Summary	Daily Email Updates RE: Road calls, breakdowns, bus exchanges, incidents, accidents, route interruptions, drivers falling behind schedule (15+minutes), traffic, accidents, etc.	Single activity updates sent upon occurrence by email to transit info center (VCTC); All Late Log activity summarized and submitted with monthly invoice for invoice backup and statistical tracking	Date, Vehicle No., Route, Run, Driver Name, Incident Type, Cause, Follow up actions
Pullout & Fleet Availability Report	2x Daily (1st - after AM pullout incl. planned PM pullout, by 10am; and 2nd updated next morning or that evening for final assignment status of prior day)	Vehicles assignments, spares and vehicles placed on hold for the day with reason	Electronic to VCTC	Driver & Run Assignment by Vehicle No., Date, Status of onboard systems, Reason for Hold, Estimated Release Date
Accident/ Incident Reports	Daily (Final Report due within 7 calendar days) plus monthly summary	All accident/incident involving injuries, passengers or damage to revenue vehicles	Electronic to VCTC (Immediate notification by telephone)	Driver Name, Category, Location, NTD Classification, Preventable/ Non-preventable, Status/Disposition, etc.
Daily Deposit Report	Daily (& Monthly Summary)	Day's cash deposits	Electronic to VCTC	Copy of deposit slip for cash farebox revenues



Passenger Complaint Response Report	Daily (response due within 7 calendar days)	Complaints from passengers received by the VCTC Transit Info Center	Electronic to VCTC	Identification of the underlying issue in the complaint and execution of an effective resolution to the issue
Daily Hours by Route	Monthly	Daily accounting of all billable service hours (revenue and non-revenue) by route. - Basis for Monthly invoice	Electronic to VCTC and signed original delivered to VCTC (Miles and Hours report may be combined)	Report of all billable hours by route, including backup hours per driver paddle (block) including hours of service by type: deadhead, revenue, and layover, consistent with NTD definitions. Report to include any discrepancy between scheduled hours and actual hours with an explanation - missed trips, increased hours due to detour or traffic. Same report for miles.
Daily Miles by Route	Monthly	Daily accounting of all billable service hours (revenue and non-revenue) by route.	Electronic to VCTC and signed original delivered to VCTC (Miles and Hours reports may be combined)	Report of all mileage by route, including backup miles per driver paddle (block) including miles by deadhead, revenue, and layover, consistent with NTD definitions
Position and Staffing Training Report	Monthly	List of contractor's staff and current training and certifications (e.g., ASE, TSI, NTI)	Electronic to VCTC	Names, duties, labor hours by classification, hires, departures, training, and certifications, etc. Report must be consistent with the staffing levels in the proposal.
Revenue Vehicle Report	Monthly	Schedule of all revenue vehicles for NTD tracking, including peak vehicle count	Electronic to VCTC	Vehicle #, make, model, engine type, gallons of fuel consumed, electricity consumed, mileage, seating capacity, accessibility features, VIN, plate #, funding source.
FTA Major and Minor Service Failure Report	Monthly	Required report to track major and non-major mechanical failures (FTA reportable)	Electronic to VCTC	See requirements on the FTA NTD website.
FTA Safety and Security Report	Monthly	Required report to track major and non-major incidents (FTA reportable)	Electronic to VCTC	See requirements on the FTA NTD website.
PMI Report	Monthly	Report that shows all PMI work done during the month.	Electronic to VCTC	Vehicle unit number, date of PMI, mileage, noted defects, and status



Run Cut/ Paddle Report	As needed, no later than four weeks prior to effective change	Master Report of all driver paddles and description re planned changes (*used for updating AVL, GFI and APC systems)	Electronic to VCTC	Run sequence detail consistent with agreed schedule service hours
Survey Trip Sample Summary Sheets	As needed	FTA mandated report designed to meet FTA strict standards of confidence (95%) and precision (10%)	Electronic to assigned VCTC staff	VCTC will provide sample assignments prior to the start of the sampling period. Daily schedule worksheets per route are required at the beginning of the fiscal year. This worksheet includes the scheduled number of trips per direction, scheduled revenue hours and miles per trip and scheduled deadhead miles and hours per day.
Opacity Meter Reading Report	Quarterly	Report to demonstrate compliance with the California Air Resources Board (CARB) Periodic Smoke Inspection Program (PSIP) * If any vehicle fails an acceptable opacity test, per CARB standards, adjustments and/or repairs shall be completed on the engine and a new opacity test shall be performed to document that the repairs corrected the deficiency.	Electronic by VCTC	Contractor shall take opacity meter readings for 25% of the fleet per quarter. There must be a minimum of one opacity reading per vehicle. The results of the readings shall be in each report. The result shall be cumulative and include the current quarter and the previous quarter's reports for the year. All records, including repairs to correct excessive opacity, shall be kept as part of the vehicle file and shall be complete and immediately accessible to VCTC and/or CARB personnel for auditing purposes.
Engine and Transmission Rebuild Report	Quarterly and Annually	Report listing all engines and transmissions rebuilds of VCTC-owned vehicles	Electronic to VCTC	Vehicle no., date of rebuild, type of rebuild, mileage at rebuild, etc.
CHP Inspection Reports	Annually	Report that shows the results of CHP inspections.	Electronic to VCTC	Full CHP Report
Insurance Report	Annually	Report to update Contractor's insurance coverage. Must be renewed annually.	Electronic to VCTC	Proof of Insurance coverage per contract requirements



8.0 VEHICLES

8.1 LEASED VEHICLE REQUIREMENTS

As of the date of issuance of the RFP, all vehicles in revenue service are owned by VCTC or partner agencies and no additional revenue vehicles supplied by CONTRACTOR are required. However, VCTC reserves the right to request CONTRACTOR provide additional revenue vehicles on a leased basis throughout the term of the Contract. In the event, VCTC makes such a request, in addition to negotiations for monthly lease costs, the following conditions shall apply:

- A. All vehicles proposed for use in the service by CONTRACTOR shall be subject to approval by VCTC. Each vehicle must be ADA accessible as outlined in Section 49 CFR Part 38, ADA Accessibility Specifications for Transportation Vehicles. All vehicles shall have passed the annual inspection and be certified by the CHP if an inspection is required. All vehicles proposed by CONTRACTOR for use in revenue operation of the subject service shall be available for inspection by VCTC and the CHP upon request. At the time of inspection, vehicles shall be equipped with all items required herein.
- B. CONTRACTOR shall maintain and keep all leased vehicles in excellent mechanical condition. CONTRACTOR shall ensure its employees, vehicles, facilities, and equipment meet all applicable laws, codes, and safety standards as set by Federal, State, and local governments, and shall be inspected at each interval required by all governing entities.
- C. CONTRACTOR shall provide precise scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer, VCTC, and all other governing entities. All scheduled and preventive maintenance must be completed on a timely basis and within the established mileage interval. CONTRACTOR shall keep an accurate record of all repair and work orders performed by, or for, CONTRACTOR on all equipment: A preventive maintenance mobility device ramp and lift inspection shall be conducted at manufacturer's recommended intervals or during regularly scheduled maintenance, whichever is sooner.
- D. Throughout the term of the Contract, CONTRACTOR shall, always and at its sole expense, ensure all components of each leased vehicle are maintained in safe and proper working conditions, free from damage or malfunction. At CONTRACTOR'S expense, any leased vehicle damaged by collision or otherwise shall be repaired as expeditiously as possible to like new conditions.
- E. CONTRACTOR shall inspect the cleanliness of each vehicle and ensure that the mobility device lift, or ramp, is operational prior to its assignment for service. Vehicles that fail to meet these standards shall be corrected prior to their assignment for service.
- F. No leased vehicle shall be used for parts without prior written consent of VCTC.



8.2 BACK-UP VEHICLES

CONTRACTOR shall always maintain and have available two (2) buses pre-tripped and available for immediate roll out during times back-up drivers are on duty (**see Section 6.3.2**). In the event a back-up bus is dispatched, CONTRACTOR will plan as soon as possible to have another bus pre-tripped in the event of an additional bus failure.

8.3 SUPPORT VEHICLES

PROPOSER shall supply at Contract service start date (May 4, 2027) support vehicles in sufficient quantity to support all Contract requirements and for use by PROPOSER'S staff in support of transit operations including for the rotation of drivers, delivery of vehicles for maintenance, and other training and support activities. Vehicles supplied shall be factory new (or approved VCTC substitution), model year 2026 or 2027.

Proposals that specify all electric, plug-in hybrid, or CNG powered vehicles will be more favorably received by VCTC.

Proposals are required to provide a complete list of all vehicles PROPOSER will supply in support of the requirements of this RFP and will include the following minimum information:

- A. Manufacturer and Model Name
- B. Model Year
- C. Whether the vehicle is new or used (if used, provide justification for substitution)
- D. Power type
- E. First in-service date
- F. Mileage

Operation, maintenance, and fueling of support vehicles shall be at CONTRACTOR'S sole expense. Vehicles shall be maintained to the same mechanical and appearance standards as required for VCTC owned vehicles and will be appropriately signed to identify the vehicles as being owned by PROPOSER. Vehicles may have graphics identifying CONTRACTOR'S firm but may not have graphics identifying or implying it is a revenue vehicle or VCTC-owned vehicle. **At no time shall any support vehicles be used for revenue service.**

8.4 MOBILITY SUPPORT VEHICLE

As of the date of the issuance of the RFP, VCTC has contracted for the purchase of one (1) Mobility Support, ramp equipped, mini-van to provide origin-to destination service for passengers requiring ADA service in the event of an on-route bus lift failure. CONTRACTOR will be required to maintain this vehicle to the same minimum standards as all other revenue vehicles described in the RFP and make vehicle available during all bus operating hours

8.5 CONTINGENCY FLEET AND TRAINING BUS

As of the date of the issuance of the RFP, VCTC does not anticipate placing any existing or future vehicles into Contingency Fleet status as defined by NTD. Should VCTC elect to create a Contingency Fleet at some later date, VCTC shall enter into negotiations with CONTRACTOR on payment of costs associated with maintaining a Contingency Fleet.



At a future date to be determined, VCTC anticipates making one retired bus available to CONTRACTOR as a full-time training bus. Once this change is implemented, CONTRACTOR will be responsible for maintenance and fueling of the bus at its sole expense. Prior to this change, training will be conducted on VCTC owned buses. Specific requirements related to training bus maintenance and costs will be negotiated prior to Contract execution.

PROPOSER may, if so desired, include in their PROPOSAL an option to supply a bus for training purposes. **Proposals that include a PROPOSER supplied training bus will be more favorably received by VCTC.**

8.6 VEHICLE ACCIDENT REPORTS

VCTC requires CONTRACTOR to have an accident and emergency notification program notifying VCTC of accidents or emergencies to ensure VCTC claims are managed promptly.

CONTRACTOR shall require all vehicle operators to report any accident or incident involving the vehicle to the dispatcher or an on-duty manager. The dispatcher and on-duty manager shall use appropriate judgment in managing the situation and shall immediately notify the appropriate VCTC staff as warranted.

All accidents must be reported to VCTC by telephone, text, and/or e-mail immediately by PROPOSER'S staff or management and CONTRACTOR must prepare appropriate initial incident and accident reports in writing as soon as practical, not to exceed 24 hours for non-injury accidents, four hours for injury accidents. PROPOSER shall submit all accident-related reports to the DMV as required. PROPOSER shall assume all liability for accidents and workers' compensation claims. Final written reports shall be submitted within seven (7) days.

8.7 VEHICLE AND EQUIPMENT REPAIR OR REPLACEMENT DUE TO NEGLIGENCE, COLLISION, VANDALISM, THEFT OR ABUSE

CONTRACTOR shall pay for any repairs required because of negligence, collision, accident, fire, vandalism, or other circumstances, regardless of fault. In the event the damage renders the bus unusable or deemed a total loss, VCTC reserves the right to accept a replacement bus proposed by CONTRACTOR or accept in-lieu cash payment. If VCTC chooses in-lieu cash payment, the payment amount shall be determined by the following formula:

- Purchase price of the bus, divided by 144 and times the number of in-service months remaining in a twelve (12) year in service life cycle plus \$100,000. In the event the bus has exceeded 144 months in service, additional payment shall be reduced by \$25,000 for each full twelve (12) months of service the bus has accumulated. No additional payment will be required for any bus that exceeds 16 years in service.
- Should the damage be determined by VCTC or a licensed vehicle inspector to be due to improper maintenance, an additional penalty payment equal to fifty (50) percent of the payment as described above shall be required.



CONTRACTOR shall also be responsible for the cost of all repairs to vehicles and equipment to correct damage due to negligence, vandalism, theft, or abuse. This includes all interior and exterior graffiti. Cost of repairs shall include all parts, labor, vehicle transportation or towing, graphics and paint, and other costs associated with completing the necessary repairs.

CONTRACTOR shall promptly report vehicle damage to VCTC's vehicles. VCTC's Program Manager or designate shall be notified of all vehicle damage, regardless of cause and ownership/lease status as soon as it is known and has been documented. Should VCTC determine previously unreported vehicle, or equipment damage is the responsibility of CONTRACTOR, VCTC staff shall notify CONTRACTOR'S General Manager. CONTRACTOR shall review the damage, as soon as practicable, but in all cases within 24 hours of notification.

CONTRACTOR and CONTRACTOR'S staff shall immediately report all body damage to VCTC owned vehicles regardless of the nature of the damage. All drivers shall be required to report all damage on the Driver Vehicle Inspection (DVI) forms.

Failure to accurately and timely report physical damage to vehicles is a contract violation and may result in penalties to CONTRACTOR or request from VCTC for permanent removal of driver from service.

Any vehicle which sustains damage or experiences an equipment failure impairing safe mechanical operation shall be removed from service immediately and shall not be placed in revenue service until restored to safe operating condition. At no time will a vehicle with a known mechanical defect or faulty lift or ramp be placed in revenue service. Any vehicle with a faulty lift or ramp occurring in revenue service shall be immediately removed from service until repaired. For purposes of this section, VCTC and/or a hired third-party inspector shall be the determining party on what repairs are required due to negligence and abuse.

8.7 VEHICLE LICENSING AND REGISTRATION

All vehicles, revenue, and support, whether owned by VCTC or CONTRACTOR, shall be appropriately registered with the State of California and have California license plates. *Out of state registration of CONTRACTOR owned vehicles is not permitted under this RFP.* CONTRACTOR shall be solely responsible for ensuring registration is current on all VCTC, leased and CONTRACTOR owned vehicles. Vehicles that are not currently registered will not be allowed in revenue service and financial penalties may apply for violations.

CONTRACTOR shall be responsible for coordinating and processing all new registrations and renewal registrations and payment of all applicable fees for both CONTRACTOR-owned and VCTC-owned and leased vehicles used in this program. VCTC shall, upon delivery of an invoice and proof of registration, reimburse CONTRACTOR for all fees paid for VCTC-owned vehicles made to the California Department of Motor Vehicles but excluding any penalties paid for failure to submit timely and accurate forms and payments. VCTC will ensure all VCTC-owned vehicles in service as of May 4, 2027, are currently registered on service start date.



VCTC acknowledges that registration of government plated vehicles is complex, and to the extent possible, VCTC staff will assist CONTRACTOR'S staff during the first year of the Contract or when unique circumstances arise. CONTRACTOR shall appoint one management staff person to be the contact person for all vehicle registration issues and shall identify that staff person in their PROPOSAL.

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9.0 VEHICLE MAINTENANCE PLAN

PROPOSER, as part of their written PROPOSAL, should provide detailed information regarding PROPOSER'S expertise and experience in maintaining motorcoach buses and PROPOSER'S overall approach to providing vehicle maintenance. Software based maintenance monitoring systems should be noted by specific name.

Use of sub-contractors to perform routine maintenance, PMI inspections, and other services not considered to be major overhaul or repairs requiring specialized expertise is not authorized. Exceptions may be approved by the VCTC Program Manager on a case-by-case basis.

CONTRACTOR shall submit for VCTC review and approval, **no later than April 30, 2027**, a Vehicle Maintenance Plan that outlines in detail a complete and comprehensive preventative maintenance and safety inspection program applicable to all revenue vehicles.

The proposed maintenance plan shall meet or exceed the manufacturer's recommended or specified guidelines and shall be comprehensive to include all "add-on" equipment installed.

All work performed by CONTRACTOR'S maintenance staff or third parties under the direction of CONTRACTOR, shall conform to the requirements of the California Vehicle Code and applicable federal statutes and regulations for the transit and/or heavy-duty vehicles. Where a conflict exists between statutory standard and regulations and manufacturer recommendations, the more stringent standard shall apply.

9.1 APPLICABLE CODES AND REGULATIONS

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

9.2 ENGINE AND TRANSMISSION OIL ANALYSIS

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



The engine and transmission oils are to be extracted at an interval of not less than once per month or every oil change, whichever is sooner, before the draining of the oils, and sent to an independent oil analysis lab for the purpose of identifying contamination and wear of the engine and transmission components. The choice of the oil analysis lab shall be at CONTRACTOR'S discretion after meeting criteria determined by VCTC. Reports shall be retained for a minimum of three (3) years.

9.3 CLEAN OIL SAMPLE

CONTRACTOR shall send a clean oil sample to an independent laboratory at least once a year to verify that the oil being supplied for maintenance needs meets the manufacturer's specifications and the results shall be retained for a minimum of three (3) years.

9.4 PREVENTATIVE MAINTENANCE PROGRAM

Through an approved Preventative Maintenance program, CONTRACTOR shall cause all components of each bus, including but not limited to body, frame, furnishings, mechanical, electrical, hydraulic, ventilation, or other operating systems to be maintained in proper working conditions that is free from damage and malfunction. Any significant bus damage caused by an accident or any other means shall require CONTRACTOR to immediately repair such damage as soon as it is practical when it is determined such damage impairs the proper and safe mechanical operation of the bus.

Preventative maintenance, PM-A (Basic), PM-B (Intermediate), PM-C (Comprehensive), and PM-D (Major Overhaul), shall be conducted one hundred (100) percent of the time that meet, at a minimum, the manufacturer's recommend "Severe" service frequencies. *Failure to maintain vehicle maintenance standards as required under the RFP may subject CONTRACTOR to financial penalties and other damages and may adversely impact CONTRACTOR'S ability to earn performance based incentive bonuses.*

9.5 VEHICLE MAINTENANCE STANDARDS AND REQUIREMENTS

CONTRACTOR shall be solely responsible for implementing the vehicle maintenance program, as approved by VCTC. VCTC reserves the right to require additional maintenance standards at its discretion throughout the term of the contract.

When completing repairs, CONTRACTOR shall ensure that all re-assembled components and re-assembly tasks are performed in such a manner as the vehicle remains in original equipment manufacturer (OEM) configuration. This includes but is not limited to wiring and clamping, powertrain, and body. No modifications of vehicle systems are permitted without prior written authorization of VCTC Program Manager or designee.

Maintenance repairs on vehicles must be completed within a reasonable amount of time to minimize vehicle downtime. Any repair, with an estimated downtime that exceeds seven (7) days, shall be reported to VCTC by the Maintenance Manager as soon as practical and include documentation that the delay is beyond the control of CONTRACTOR as well as providing an estimated date for completion. Maintenance Manager shall regularly update VCTC on status of any repairs where the bus downtime has exceeded fourteen (14) days. In the event the downtime exceeds thirty (30) days, CONTRACTOR shall be required to submit



documentation to VCTC as part of monthly data submission requirements, the precise number of days the vehicle was down so VCTC may update their records with respect to vehicle in service time in order to maintain accurate NTD data.

All continuous downtime, exceeding thirty (30) days, does not count towards calculation of in-service months for the purpose of monthly maintenance billing. Additionally, no monthly maintenance billing shall be due for any bus that has been down for more than twenty-five (25) days in any calendar month.

Delayed repairs due to lack of staff, tools, improper inventory control, or lack of established accounts with various vendors may subject CONTRACTOR to financial penalties.

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10.0 VEHICLE MAINTENANCE

10.1 BUS INSPECTION, SERVICING, AND CLEANING

CONTRACTOR shall always maintain VCTC owned buses in a clean and neat condition. CONTRACTOR will require each driver to 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 VCTC and CHP review. This checklist requirement may incorporate, or supplement CHP required driver's pre-trip safety inspections. DVI shall meet criteria set by California Vehicle Code (CVC) 34505.5 (Periodic Inspection by Motor Carrier). PROPOSER'S inspection forms shall have fields to meet the minimum requirements of CVC 34505.5.

For purpose of this RFP, daily servicing will include, but not be limited to, fueling; engine oil, and coolant check/add; mobility device 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.

A. Interior

PROPOSER shall maintain the bus interior in good condition. PROPOSER shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, public address system, fareboxes, destination signs, and all other electronic devices work properly. Mobility device securement devices shall be inspected for function and adequate quantity.

The driver's area shall always be clean. Driver's personal property shall be kept in a secure area and out of sight. Passenger seating shall not be used for the storing of driver belongings. Driver seats shall be maintained in a neat appearance. PROPOSER shall check the interior for damage and clear of trash at the conclusion of each shift or service day. PROPOSER shall not attach or place any markings on the interior of the vehicle without written permission from VCTC.

Storage cabinets shall be kept neat and orderly with a minimal number of supplies and items needed for revenue service. Drivers shall not allow personal materials and trash to accumulate inside storage cabinets and at no time are liquids, regardless of container type, are to be stored in any cabinet containing electronic components.

PROPOSER shall perform basic cleaning at least once daily:

1. Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors.
2. Clean driver area, including but not limited to, dash controls, dashboards, above the driver's area and along the front dashboard; to be free of dust, stains, or grease.



3. Clean passenger seats to the extent they are dust free and free of all foreign substances.
4. Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances.
5. Replenish route schedule brochure inventory.

B. Exterior

Drivers shall inspect the exterior of the bus and note any new cracks, dents, scrapes, graffiti, and any other markings. Driver shall make the report on the DVI and notify maintenance staff of significant damage immediately. PROPOSER shall report daily on any of the following maintenance items to VCTC staff:

1. Destination signs are not working.
2. Damage to the bike racks.
3. Repairs needed for the fareboxes.
4. Wi-Fi units that are not functional.
5. Tablets and other display or log-in devices are not working.
6. Failure of any monitor or passenger facing sign that is not working.

Each bus, at CONTRACTOR'S sole expense, at least once every 30 days or as deemed necessary by VCTC, will receive full exterior detail including wheels and tires that will consist of hand washing and waxing. All exterior decals and vehicle identifications shall be maintained in new conditions and replaced as required at PROPOSER'S expense.

PROPOSERS should provide in their PROPOSAL a detailed plan to maintain all vehicles in a clean and "like new" condition for the duration of the Contract term and not rely solely on the bus washings and routine cleanings to achieve acceptable appearance standards.

Additionally, the cleaning of all vehicles, whether by CONTRACTOR'S staff or a sub-contractor, must comply with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System (NPDES). PROPOSER shall employ NPDES best management practices. At all times work shall proceed using due diligence to safeguard against the disposition of sediment, debris, and other polluting matter into the street, storm drain and/or associated drainage conveyances. The storm drain system shall not be used for the disposal of any waste including, but not limited to, wastewater associated with the cleaning and/or rinsing of equipment, streets, or walkways (MC 7-8.302).



10.2 VEHICLE ON-BOARD CAMERAS

Each VCTC owned vehicle is equipped with a video and audio surveillance system. Upon request and following any accident, collision, or passenger incident, CONTRACTOR shall review and archive all relevant video images and audio to a separate secure computer or storage device for **a period of not less than 13 months**. Access to computers shall be limited to management staff only. When requested by VCTC, any archived footage shall be provided securely within twenty-four (24) hours of the request.

At least once weekly, CONTRACTOR shall back up on a separate and secure data storage device or secure “cloud” account, all images and recordings being retained for the 13-month period as described above. CONTRACTOR shall use VCTC hard drive reader (if supplied) or supply at its own expense all equipment necessary to review and archive data used in vehicles. CONTRACTOR shall not permit drivers at any time to have access to on-board recording equipment and shall not release any recording or copy thereof to any individual or agency without the knowledge of and written approval of the VCTC Program Manager, Director of Public Transit or Executive Director. All video recordings remain the sole and exclusive property of VCTC.

CONTRACTOR’S staff shall check the functionality of all video and audio recording devices installed in transit vehicles not less than once every three (3) days. PROPOSER shall maintain a detailed log of all inspections for review by VCTC on request.

CONTRACTOR’S staff shall notify VCTC staff of any failure of on-board cameras or audio and video recording equipment as soon as CONTRACTOR’S staff become aware of the problem. Buses with inoperable security recording equipment shall not be placed into service unless no other bus is available.

10.3 VEHICLE MAINTENANCE AND COLLISION RECORDS FOR VEHICLES

CONTRACTOR shall maintain all VCTC owned vehicles’ maintenance records required under the laws of the State of California or as may be required by DOT or FTA. Such records include but are not limited to the following:

- A. Copies of work orders for all vehicle maintenance activities
- B. Preventive maintenance schedule report copies, retained in file for a three-year period including copies of all lift and ramp inspections
- C. The original of the pre-trip inspection/defect report for each vehicle
- D. Reports containing negative driver notations shall be retained for a minimum of thirty (30) days; reports indicating a vehicle defect shall become a permanent part of the vehicle file
- E. Reports on all road call maintenance shall be retained as a permanent part of the vehicle file



CONTRACTOR shall maintain an individual file for each vehicle used in the revenue operations. In addition to the items above, this file shall include, but not be limited to, the following information by date of action:

- A. All preventive maintenance work, including parts and labor utilized
- B. All warranty work, if applicable
- C. All other types of repair work, including parts and labor

For all vehicles, a DVI will be completed at the start of every shift, turned in immediately for inspection prior to the start of revenue service. DVIs shall meet criteria set by CVC 34505.5 (Periodic Inspection by Motor Carrier). PROPOSER'S inspection forms shall have fields to meet the minimum requirements of CVC 34505.5. The following vehicle defects are **mandatory** vehicle "downed" requirements:

- A. Inoperable mobility device lift or ramp
- B. Inoperable or inadequate passenger or driver air conditioning
- C. Inoperable headlight, taillight, marker lights, interior lighting
- D. Inoperable farebox
- E. Inoperable destination sign
- F. Any defect that compromises the safety of the passenger(s) or driver
- G. Rodent or insect infestation
- H. Any visible fluid leaks
- I. Any tire with inadequate tread or inflation
- J. Any vehicle lacking required, and required quantity of, mobility device tie-downs, safety equipment including fire extinguishers, first aid kits, bloodborne pathogen kits, accident documentation kits, sanitary wipes, and any other equipment PROPOSER'S operating rules or VCTC's requirements require

No vehicle tagged as "Out of Service" may be operated by any member of CONTRACTOR'S staff except for Maintenance Technicians that have the approval of the Maintenance Supervisor or Maintenance Manager.



10.4 TIRES

CONTRACTOR shall provide tires for all revenue vehicles. Costs for tires should be included in PROPOSER'S proposed monthly maintenance costs.

VCTC's preference is for new tires to be used exclusively on buses. When the use of recap tires is approved, no recap tires on the steering axle shall be authorized. No re-grooved recaps shall be authorized.

All tires on vehicles operating in revenue service shall have a minimum of 4/32" tread in all grooves as measured at three (3) points around the circumference prior to the vehicle leaving the yard. No blisters, separations, or sidewall damage shall be accepted; a slight blemish of the sidewall may be acceptable, at the discretion of CONTRACTOR'S maintenance staff, upon physical inspection.

10.5 GLASS, WINDOW FRAMING AND EMERGENCY EXITS

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

Glass shall be inspected to make sure it meets the above safety standards including the seal of the manufacturer with approved identifying marks and, if deemed unacceptable, CONTRACTOR at their expense, must replace it before returning bus to revenue service. All inside and outside window framing shall be in good repair and free from permanently etched in graffiti. All slider mechanisms shall operate properly. All tilt out mechanisms shall operate properly. All window hardware (such as gas charged struts, latches, hinges etc.) shall be in place and fully functional.

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

10.6 DOORS

Doors shall open and close smoothly throughout their range of motion. Doors shall fit tightly against the doorframe when closed with no air gaps. Manually operated doors shall not require an extreme amount of effort on the operator to open or close but rather shall require a moderate amount of effort to open or close. There shall be no tears or rips on the edges or on the weather stripping to ensure a good seal around the door assembly. There shall be no air leaks or electrical shorts in the door operating mechanisms. All doors shall operate properly without excessive wear to the linkages, pivots, and joints. Buses with doors that fail to operate as designed are to be placed out of service and repairs implemented as soon as practical.

10.7 AIR CONDITIONING

CONTRACTOR shall provide a separate preventive maintenance program for the vehicle Air Conditioning system that meets or exceeds the manufacturer's recommended or specified program. This program shall be submitted as part of the requirements of **Section 9.0**.



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

Air conditioning must adequately cool the vehicle regardless of ambient temperature. CONTRACTOR'S maintenance staff shall determine this. If cooling is not sufficient, the unit(s) must be repaired before vehicle returns to revenue service. Failure to maintain this standard is Contract violation and may subject CONTRACTOR to penalties.

10.8 HEATERS

Heaters shall be maintained fully operational throughout the Contract and shall be inspected regularly. All components of the heating system shall function properly. No part of the system shall be bypassed. Front and rear units, if so equipped, shall both be operational. Defrosters shall operate effectively, with no undue looseness or binding of the control levers or knobs. Thermostat controls shall function properly. If heating is not sufficient, the unit(s) must be repaired before vehicle returns to revenue service.

Buses shall not be placed in service with non-operational defrosters and heaters, regardless of expected ambient temperatures. Failure to maintain this standard is Contract violation and may subject CONTRACTOR to penalties.

10.9 INTERIOR FURNISHINGS

Driver's seat shall be in good repair and fully functional. All adjustment mechanisms, whether mechanical or air actuated, shall operate properly through their full range. Cushioning shall be in good repair and ready for immediate service. Suspension system shall operate properly with appropriate dampening. Pivot pins and bushings shall not be excessively worn. Upholstery shall be in good repair.

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

All interior lights, including passenger-reading lamps, shall be fully functional and ready for immediate service. Stop request system shall be fully operational. Buttons, cables, and fasteners shall be in good repair. P.A. system shall be fully functional.

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

Passenger seats shall be clean and in good repair ready for immediate service. All cushioning, covering materials, reclining mechanisms, footrests, arm rests, seat backs, frame structures, and mounting devices shall be in acceptable condition. Contractor shall maintain a protocol for the cleaning, removal, and sanitation of seats, flooring, and vehicle panels stained by biological materials. No bus shall be placed into service with staining or residue from blood, urine, vomit, feces, or other bodily fluids. CONTRACTOR shall stock and use as directed, blood borne pathogen prevention supplies and clothing.



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

10.10 PARTS AND SUPPLIES INVENTORY

CONTRACTOR, at its sole expense, shall maintain adequate stores of and provide lubricants, parts, decals, and supplies required for the maintenance and operation of all vehicles used in providing services under the RFP. CONTRACTOR shall maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs.

Parts such as clamps, lights, hoses, and belts and other frequently used parts shall be stocked and readily available. CONTRACTOR shall not delay repairs or maintenance of vehicles due to lack of parts. Part inventories shall be maintained in real time, audited at least monthly for accuracy.

CONTRACTOR shall provide all general repairs to vehicle providing service under this RFP. Use of OEM parts are required. Exceptions will be considered on a case by case basis at the sole discretion of the Program Manager or their designee. Such requests shall be made in writing, with all relative documentation for review.

10.11 REQUIRED SERVICE AND MAINTENANCE RECORDS

CONTRACTOR shall require the use of and maintenance of Daily Driver Logbooks (or DVI book) as the form drivers will use to do daily pre- and post-trip inspections. The logbook shall have sufficient copies so that at least one copy is for the main record, one copy for maintenance needs, and a copy that is retained in the log. The logbook must remain in the bus at all times and be available for inspection by VCTC on request. Logbooks will be clearly identified by dates and bus numbers on the front covers. Filled logbooks shall be retained for a minimum of twelve (12) months and be readily accessible to CONTRACTOR and VCTC staff.

CONTRACTOR shall maintain a vehicle maintenance file for each vehicle used to provide service under this RFP. File shall be clearly labeled by date and vehicle identification number. File shall contain documentation of all vehicle maintenance activities specific to that vehicle, including PMs scheduled and unscheduled, inspections, parts used, fuel and oil consumption, engine and transmission oil testing results, tire replacements, major component rebuilds, labor by date, duration, and technician. The file and all records contained within shall be clear, legible, and accurately describe the work performed and completed by the technician actually performing the work. If repairs are completed by a third-party vendor, documentation of all work performed by the third-party vendor must be included and meet the minimum standards described. Records shall be made available to VCTC staff during scheduled or unscheduled inspections.

The use of a computerized vehicle maintenance information system (VMIS) is required.

All data shall be backed up to a secure and separate server at least once daily and archived for the duration of the contract. VCTC shall have the right to access the data as required and



all data stored, specific to VCTC owned vehicles, shall be presented to VCTC at the end of contract term as a condition of payment of final invoice.

No later than **April 30, 2027**, PROPOSER shall provide VCTC staff with examples of their planned maintenance documentation and/or a demonstration of the software system to be used to document all maintenance activities.

10.12 PMI AND UNSCHEDULED REPAIR DOCUMENTATION

PMI Documentation shall include an inspection form that is applicable to the systems and subsystems of the vehicle being inspected, such as engine, transmission, mobility device lift, destination sign, etc. PMI documentation shall include a maintenance repair order that has all the vehicle information (such as vehicle number, date, mileage, technician, etc.), the type of PMI inspection performed, the defects noted on inspection, the time charged to do the work, the parts used, and any third-party work performed. All generated work from identified defects is to be charged out to the same PMI work order. PMI documentation shall include the factory form from the manufacturer or a VCTC approved alternative. Separate PMI forms for lift inspections, air conditioning system, and fire suppression/methane detection shall be used.

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

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

10.13 SAFETY RELATED ITEM MAINTENANCE

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

10.14 QUALITY ASSURANCE

VCTC shall have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles and CONTRACTOR'S facility for the duration of the contract.



VCTC shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the provisions hereof. CONTRACTOR shall, upon request by VCTC, immediately remove from operation any vehicle which VCTC has determined does not comply herewith and will repair, clean, or take any other reasonable action requested by VCTC in order to cause such vehicle identified to comply with minimum standards.

Nothing in this provision or in any inspection or approval by VCTC of any bus shall relieve CONTRACTOR of its obligation to maintain and operate each bus in strict compliance with the provisions hereof.

10.15 CALIFORNIA HIGHWAY PATROL (CHP) INSPECTIONS

VCTC intends for its transit program to meet the standards set forth by CHP for the operation of all terminals and vehicles. CONTRACTOR shall maintain its terminal and VCTC vehicles to pass CHP inspection regardless of ownership of facility or vehicles.

Copies of all CHP inspection documents shall be promptly transmitted to VCTC's Program Manager within twenty-four (24) hours of such inspection.

CONTRACTOR shall be responsible for arranging annual terminal inspections by the CHP and shall also maintain a satisfactory CHP rating throughout the life of this contract. If CONTRACTOR'S facility receives an unsatisfactory rating from the CHP, CONTRACTOR shall provide a copy of the CHP report to VCTC and indicate what action is being pursued if an unsatisfactory rating is received. This report shall be submitted to VCTC within five (5) working days after the CHP inspection

Financial penalties shall be assessed per Section 13.0 for the failure of any terminal and/or vehicle CHP inspection. Failure to pass a CHP terminal inspection with a satisfactory rating on any two (2) occasions within the contract base term shall deem CONTRACTOR to be in non-compliance with the contract and may result in contract termination.

10.16 VEHICLE MILEAGE UPDATE

CONTRACTOR shall be responsible for preparing and updating, on a monthly basis, a vehicle mileage update for all of the revenue vehicles. CONTRACTOR shall additionally report the accumulated mileage on each vehicle and provide an annual report of mileage per vehicle. In the event that either a dash mounted speedometer or a hubometer requires replacement, CONTRACTOR shall have the vendor pre-set the mileage indicator to correspond with the mileage on the unit being replaced.

10.17 ENGINE AND TRANSMISSION REBUILDS

Rebuilding of engines and transmissions will not be done on a fixed schedule or minimum number per contract year, but rather on an as needed basis, based on actual or eminent failures of the components as determined by CONTRACTOR'S maintenance staff. All rebuilds require the written authorization of VCTC's Program Manager prior to implementing repairs. All engine and transmission rebuilding as described by this section shall be paid for by VCTC as a separate bill presented by CONTRACTOR and paid on a net-30 basis. The bill will be itemized for all parts, which shall be billed at cost, and with a detailed schedule of all



labor including date and technician, billed in quarter hour increments. The labor rates for engine and transmission rebuilds will be negotiated with the selected PROPOSER as part of Contract negotiations. Should CONTRACTOR elect to use a third-party to rebuild the components, CONTRACTOR shall be entitled to payment equal to the invoice from the third party with no additional mark-ups. VCTC reserves the right to request multiple bids for work prior to authorizing repairs.

For the purposes of this section, an **engine rebuild** is defined as a complete mechanical restoration of the engine's internal components, disassembling, inspecting, machining, and replacing worn or damaged parts, in order to restore it to near-original factory performance, compression, and reliability.

For the purposes of this section, a **transmission rebuild** is defined as: disassembling the transmission, inspecting all internal components, and replacing only the worn or damaged parts while reusing the original housing and compatible components in order to restore the unit to like-new condition so it can reliably handle the vehicles full load and operating demands.

VCTC shall have the sole authority to determine if the work requested by CONTRACTOR meets the definitions above. Any work requested by CONTRACTOR, that VCTC rejects as not meeting the requirements for engine or transmission rebuild, will be performed as part of unscheduled maintenance activities that are included in the fixed monthly maintenance costs.

10.18 PREVENTATIVE MAINTENANCE OF MOBILITY DEVICE LIFT/RAMP EQUIPMENT

All lift maintenance, repairs, and replacements required shall be the sole responsibility of CONTRACTOR.

CONTRACTOR shall require all drivers to cycle all lifts/ramps prior to the start of revenue service. Drivers must document and submit all noted lift/ramp defects to CONTRACTOR'S maintenance department. CONTRACTOR shall provide a separate preventive maintenance program for the vehicle mobility device lift or ramp system that meets or exceeds the manufacturers' recommended or specified standards including testing the mobility device lifts if applicable with a minimum of six hundred (600) pounds to simulate the weight of a mobility device passenger. The program for preventative maintenance of mobility device lifts or ramps should be done as part of the regular preventative maintenance/safety inspection service cycle. The mobility device lift or ramp PM program shall be submitted as part of the requirements of **Section 9.0**.

10.19 VEHICLE DESTINATION SIGNS

CONTRACTOR shall perform any required maintenance to ensure constant display operation of all revenue vehicle destination signs. CONTRACTOR shall ensure that all buses have working destination signs while in revenue service. Any inoperable destination sign must be repaired as soon as practical. In the event an electronic destination sign is not fully operational, CONTRACTOR shall post a clearly visible, professionally composed, and



readable paper destination sign with the correct destination/route name for a limited period of time while the electronic sign is being repaired

10.20 BRANDING AND DECALS

CONTRACTOR is responsible for the continued maintenance, upkeep, and necessary replacement of branding, decals, and paint. In addition to upkeep and maintenance associated with vehicle decals, branding, and paint for vehicles in service as of the date of Contract service start, CONTRACTOR is similarly responsible for all vehicles placed into service after that date, regardless of vehicle ownership, if vehicle is leased from CONTRACTOR or replaced per **Section 8.7**.

CONTRACTOR shall update branding and decals as directed by VCTC at its sole expense. This includes removal of old decals and application of new decal designed or authorized by VCTC. This requirement applies to both exterior and interior decals.

10.21 PAINTED SURFACES

All painted surfaces shall be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the Contract period. All painted surfaces shall be free from graffiti and significant scratches, and there shall be no perceivable difference in gloss or shades of individual colors in area where paint repairs are performed. It shall be the responsibility of CONTRACTOR to assume all costs associated with painting the vehicles to the standards established by VCTC, when paint fading or discoloration from wear and tear occurs.

No bus shall be operated in revenue service that has body, paint, or interior damage unless VCTC grants permission. In no event shall VCTC be required to repair, replace, or maintain any bus at the direction of CONTRACTOR.

10.22 ELECTRIC BUS BATTERY AND MOTOR REPLACEMENT

For the duration of the base contract, any required battery or motor replacement out of warranty, in VCTC-owned EV buses, shall be at the expense VCTC for materials and labor and shall be billed at CONTRACTOR actual cost, no additional markups. Replacement of battery packs and motors during any option extension(s) exercised will be subject to negotiation.

10.23 WARRANTY REPAIRS

CONTRACTOR shall negotiate and process all vehicle warranty claims through manufacturer's warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of the warranty period. CONTRACTOR shall track all reimbursement claims and payments and make available to VCTC on request, such data.

All payments for warranty repairs that exceed CONTRACTOR'S actual costs to perform repairs shall be the property of VCTC and shall be remitted to VCTC in the next monthly billing cycle after receiving payments in the form of a credit against monthly maintenance billing.



CONTRACTOR’S warranty claim process shall be presented to VCTC staff for review and approval no later than April 30, 2027.

10.24 IN SERVICE VEHICLE FAILURE ROAD CALLS

CONTRACTOR’S maintenance staff will respond to road calls to assist with disabled vehicles as soon as practical. Daily, during all scheduled bus revenue hours, a member of CONTRACTOR’S Maintenance staff will be available to respond immediately to any in service failures. Failed vehicle shall display “Out of Service” on all destination signs. PROPOSER shall follow the following procedures in making road calls:

1. Driver notifies Dispatch of location and problem with vehicle. The driver shall make every effort to park vehicles in a safe location that does not block pedestrian or vehicle traffic.
2. Dispatch notifies maintenance staff and forwards the information. A pre-tripped backup vehicle should be dispatched to continue the affected route.
3. Maintenance staff will respond to site to assess the situation. Maintenance staff will determine if the vehicle can be repaired on site or if it should be towed to CONTRACTOR’S facility. Under no circumstances should the vehicle be left unattended.

A vehicle shall not be left unattended overnight unless specific authorization is given by VCTC Program Manager or designee. If a vehicle is left unattended, dispatch is responsible for notifying law enforcement in the area where the vehicle will be left. The driver is responsible for ensuring the vehicle is secure and all valuables have been removed. All related towing expenses are the responsibility of CONTRACTOR.

10.25 VEHICLE FUELING – DIESEL AND GASOLINE

CONTRACTOR shall be responsible for all fueling of all vehicles. Diesel fuel for buses and unleaded gasoline for mobility support van will be reimbursed by VCTC at CONTRACTOR’S actual cost, upon presentation of a separate invoice as part of the monthly billing process described in the RFP. Any state or federal tax credit earned for fuel purchases for revenue vehicles shall belong to VCTC and shall be reimbursed within thirty (30) days of receipt by CONTRACTOR. CONTRACTOR shall contract for fuel in bulk at best possible pricing and fuel on-site whenever possible. Current provider of fuel is SC Fuels that supplies an above ground tank and fueling dispenser.

CONTRACTOR shall always maintain sufficient fuel on premises to fuel all vehicles in typical revenue service for a period of not less than ten (10) days. In the event of emergencies and extraordinary circumstances that require off-site fueling, CONTRACTOR shall endeavor to obtain fuel at the lowest cost possible. When available, CONTRACTOR will contract for renewable diesel fuel or biodiesel B5 fuel. The use of biodiesel fuel should be limited to no more than 25 percent of total diesel consumption unless approved in advance by VCTC. Use of biodiesel fuel B20 is not authorized except in emergency situations when no other fuel sources are available.



Under no circumstances are VCTC buses to be fueled with B30, B50, or B100 biodiesel fuel. Doing so violates manufacturer's warranty and CONTRACTOR shall be responsible for all associated costs to repair and/or replace engines and fueling systems.

CONTRACTOR shall be required to maintain and submit monthly, detailed fuel billing by individual vehicle listing vehicle number or ID, odometer mileage at time of fueling, quantity of fuel pumped, and cost per gallon of fuel. PROPOSER shall also provide a report as part of monthly billing, showing total fuel consumption, total miles driven, and miles per gallon by vehicle.

Fuel for support vehicles shall be at the sole expense of CONTRACTOR. Support vehicles shall not be used by PROPOSER'S staff for personal use.

Under no circumstances are CONTRACTOR'S staff to utilize the fuel capabilities available at CONTRACTOR'S facility for fueling of personal vehicles or equipment.

10.26 VEHICLE FUELING – ELECTRIC

As of the date of the release of the RFP, EV buses are charged at the Incumbent's facility using a single mobile charger. Only one bus may be charged at a time. Additional buses are charged in Goleta, using the facilities of SBCAG and exchanged while on route in the Santa Barbara area. VCTC is currently in the process of developing new permanent charging infrastructure located near to Incumbent's current facility. The specific timeline for construction is to be determined. PROPOSER should, as part of their site identification process if required, confirm the availability of electrical service sufficient to charge three or more EV buses at a time.

For purposes of this RFP, any costs associated with EV charging infrastructure, repairs, and maintenance, shall be borne by VCTC. Charging costs for EV buses now in service or future added buses, to be charged at PROPOSER'S facilities, will be negotiated as part of the Contract for service as an added cost line item to monthly fuel billing.

As part of the Contract negotiation process, an annual not-to-exceed cost for all fueling activities will be derived and included as part of the not-to-exceed contract limit. The annual not-to-exceed cost will be evaluated in May of the current contract year and subject to amendment for the following contract year for contract years two through five. Annual not-to-exceed cost for fueling for optional extension years will be negotiated at a date to be determined. In the event CONTRACTOR determines the annual not-to-exceed cost may be exceeded, CONTRACTOR shall immediately notify the VCTC Program Manager. Fuel purchases that exceed the not-to-exceed amount will not be reimbursed until a Contract Amendment is approved by VCTC Commissioners.

10.27 CONTRACT CLOSEOUT

Upon termination, or completion of the Contract resulting from this RFP, CONTRACTOR shall be responsible for returning all vehicles to VCTC in the condition in which they were received with the exception of normal wear and tear, including but not limited to body condition, system(s) condition and function, all ancillary equipment intact and functional, and overall



vehicle operation and performance that meets minimum manufacturer, CHP, and DOT specifications for all systems and components. VCTC staff or a VCTC hired third party will inspect all revenue vehicles prior to Contract end dates on a schedule to be mutually agreed to and not less than fourteen (14) days before Contract end date.

VCTC reserves the right to waive any or all parts of this section in the interest of uninterrupted services. Under such waiver, VCTC will arrange repairs and charge CONTRACTOR the cost of such repairs from any monies otherwise due and payable to CONTRACTOR. Determination of condition will be at the sole discretion of VCTC or a VCTC hired third party.

All vehicles are to be steam cleaned in the engine compartment and underneath the vehicle to remove all excess oil, grease, and road debris, paying particular attention to the suspension, transmission, engine, and final drive as well as all oil coolers prior to VCTC's scheduled inspections. All vehicles shall meet or exceed the following conditions or shall be subject to required repairs.

A. ENGINE

Engine to be returned in a good state of tune, ready for service, no engine misfire, hard starting, rough running, or poor performance. No engine warning lights will be illuminated. There shall be no excessive oil leaks from gaskets or seals.

B. TRANSMISSION

Transmissions shall have a smooth shift in all gears and not slip or jerk on shifting. Transmission fluid shall appear clear and red, if applicable, with no more than a slight darkening. Transmission fluid shall not smell of varnish or be burned. Transmission shall have no oil leaks from pan gaskets, shaft seal, or front input or rear output shaft seals.

C. HYDRAULIC BRAKES

No leaking brake fluid shall be present at drums, calipers, hoses, lines, master cylinder, ABS controllers, solenoids, or any brake system component. Drums, discs, rotors, pads, and shoes shall not be worn beyond acceptable tolerances for safety. Brakes shall not feel spongy and shall be capable of stopping the vehicle safely.

D. AIR BRAKES AND AIR SYSTEM

Compressor, governor, gauges, air drier, air lines, tanks, relay valves, quick release valves, and all other components of the air system, including audible and visual warning devices, shall be fully functional, in proper working order and free from leaks of all types, deterioration and excessive wear. All components shall meet or exceed CHP vehicle Code Title 13 requirements. Air brakes shall hold air on application, on static tests and will have no leaks in the system. Shoes and drums shall not be worn to the minimum requirements of CHP Title 13. Shoes shall have at least 1/8" more lining than the minimum requirements. Drums shall be 1/16" under the maximum allowable diameter.



E. FRONT AND REAR SUSPENSION

Air bags shall be in good operational condition showing no leaks upon application of a mixture of soap and water. Moderate weather cracking is a normal and acceptable condition, but there shall be no excessive cracking, abrasion, or other visible damage to the air bags. Leveling valves and all pertinent hardware shall be in good repair and function properly. No valves shall be leaking, and all adjustments shall be accurate. Kneeling function shall operate properly with proper interlock, warning devices, and acceptable recovery time.

All bushings, sway bars, trailing arms, pivot joints, panhard rods, mounting bolts, welds, frame supports, brackets and any other components of the suspension system shall be serviceable and in good repair with no visible damage. All shock absorbers shall be serviceable. No bent anchor attachments shall exist and no visible or dripping hydraulic fluid shall be evident.

F. STEERING

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

Steering gearboxes shall function properly throughout their range with no binding or excessive effort. Mounting shall be tight with no cracks or deformation to associated hardware and bracketing. Gearbox shall show no signs of leaking. Steering wheel free play shall not exceed CHP Title 13 requirements. Steering columns shall be securely mounted, and all tilt/telescoping mechanisms shall operate properly. All u-joint connections shall be in good repair with no excessive looseness. Steering wheels shall be free from any cracks or damage. Horn button shall operate 360 degrees at any steering wheel position and shall not bind or stick.

All tie rods/tie rod ends, connecting links, idler arms, bushings, pitman, and any other steering component shall be in good repair and ready for immediate service. Kingpins shall have no excessive looseness or binding while the steering is turned from side to side and front wheel bearing adjustment shall be within specifications while tested.

G. BATTERY AND CHARGING SYSTEM

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



Battery slide out tray and compartment door shall operate properly. Electrical cables and terminals shall be in good repair without excessive corrosion or damage. Alternator, mounting and adjustment bracketry, cables, regulators, 12/24-volt interface mechanisms and all other charging system components shall be in good repair and shall be documented with the correct volts/amps outputs.

H. TIRES

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

I. BUMPERS AND BODY

All exterior body panels are to be free from damage. Minor dents less than 2"x 2" will be allowed. All painted surfaces shall be in good condition. All painted surfaces shall be free from graffiti and significant scratches, and there shall be no perceivable difference in gloss or shades of individual colors.

Bumpers shall be straight, devoid of dents, with all exterior coverings in place and free of deep gashes, rips, or tears.

J. GLASS, WINDOW FRAMING AND EMERGENCY EXITS

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

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

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

K. DOORS

Doors shall open and close smoothly throughout their range of motion. Doors shall fit tightly against the doorframe when closed with no air gaps. Manually operated doors shall not require an extreme amount of effort on the operator to open or close but rather shall require a moderate amount of effort to open or close. There shall be no tears or rips on the edges or on the weather stripping to ensure a good seal around the door assembly. There shall be no air leaks or electrical shorts in the door operating mechanisms. All doors shall operate properly without excessive wear to the linkages, pivots, and joints.



L. AIR CONDITIONING AND HEATING

Air conditioning shall be in excellent working order for both dash and rear units, if applicable. All components of the heating system shall function properly. No part of the system shall be bypassed. Front and rear units, if so equipped, shall both be operational. Defrosters shall operate effectively, with no undue looseness or binding of the control levers or knobs. Thermostat controls shall function properly.

M. INTERIOR FURNISHINGS

Driver's seat shall be in good repair and fully functional. All adjustment mechanisms, whether mechanical or air actuated, shall operate properly through their full range. Cushioning shall be in good repair and ready for immediate service. Suspension system shall operate properly with appropriate dampening. Pivot pins and bushings shall not be excessively worn. Upholstery shall be in good repair.

All driver's controls, switches, and gauges shall be fully operational. Cables and knobs shall not require excessive force to operate and shall travel smoothly through their entire range. All labeling shall be affixed and legible. Appropriate backlighting, panel lighting, and driver's lights shall be operational. All interior lights, including passenger-reading lamps, shall be fully functional and ready for immediate service. Stop request system shall be fully operational. Buttons, cables, and fasteners shall be in good repair. P.A. system shall be fully functional.

Stanchions, grab rails, modesty panels, schedule racks, advertising frames, and driver's barrier shall be in good repair with all fasteners in place and properly tightened. Passenger seats shall be clean and in good repair. All cushioning, covering materials, reclining mechanisms, footrests, arm rests, seat backs, frame structures, and mounting devices shall be in acceptable condition. All other interior furnishings including flooring underlayment covings, side and roof panels, rear bulkhead A/C door, all mirrors, decals, and step treads shall be in good repair and ready for immediate service.

N. MOBILITY DEVICE LIFT/RAMP AND SECUREMENT LOCATIONS

Mobility device lifts and all vehicle safety interlock devices shall be in good operating condition as required by CHP Title 13. All components of the originally supplied securement package shall be present and accounted for or replaced with OEM parts. Tie-downs, straps, belts, tracks, locks, flip seats, and all other componentry shall be fully functional and in good repair.

O. SAFETY EQUIPMENT

All safety equipment such as horns, wipers, defrosters, hazard flashers, and back up alarms shall be in working order at the close of the contract period. All ancillary equipment that was originally supplied with the vehicles shall be returned in good condition.



P. FAREBOXES, APC, MDT, WI-FI, AND OTHER DATA DEVICES

All mechanisms must operate properly. Coin, transfer and dollar mechanisms must perform accurately. Farebox vaults, farebox probes, cabling and drop vaults must be in the same condition in which they were first provided. All MDTs, mounting hardware, CPUs/devices, Wi-Fi, passenger interface devices, and associated data devices, must operate properly. All data systems, servers and computers dedicated to storage and dissemination of the data for the DVR, APC, GFI and/or AVL for the facility shall be returned in operating condition.

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11.0 TERMS OF CONTRACT

11.1 PRICE FORMULA

Pricing for a Contract resulting from this RFP will consist of multiple components, with differing requirements.

A. Revenue Hours

Revenue service for the purposes of this Contract will be consistent with NTD definition of revenue service and shall include all times buses are in service from scheduled start of day route timepoint until last passenger drop off at a scheduled timepoint billed in minute increments. This is a change from gate-to-gate billing under the current contract for service. Therefore, the anticipated billing hours under this RFP will be lower. Specifically excluded from Revenue Hour billing is:

- Deadhead time – time when the vehicle travels from yard to first time point and from last time point to yard
- Operating training
- Maintenance testing
- Charter service and other non-public transportation activities

The revenue hour rate should include but is not limited to recruitment and human resources, training, meetings, management, dispatch, facility maintenance and related staff wages except for those staff identified in **Section 11.4C**, employee benefits and overhead costs, facility lease, payroll and benefit administration, uniforms, office equipment, consumables, support vehicles, and provisioning costs, and costs associated with RFP specific requirements not already covered in **Sections 11.4B, 11.4C, and 11.4D** of the RFP or expressly noted as an added cost item to be billed separately.

The selected PROPOSER, as part of Contract negotiations, will be required to provide a detailed chart or spreadsheet clearly defining all cost components included in the proposed revenue hour rates. Inclusion, exclusion, or modification of cost components will be subject to negotiation.

B. Fueling

To be billed at cost for all revenue vehicle fuel consumption and for mobility support van fuel consumption dispensed from PROPOSER'S facility subject to an annual not-to-exceed amount. Fuel costs are not subject to any CPI or other adjustment for the term of the base contract and optional extensions. Billing to occur monthly. Emergency fueling, defined as fueling required offsite due to circumstances beyond the control of PROPOSER, may be billed out of cycle, subject to the requirements of the RFP, as soon as the charges are known and documented. Billing shall be solely for fuel. Billing for additional staff costs for off-site fueling will be negotiated on an as occurrence basis.



C. Maintenance

Each revenue vehicle and mobility support van shall have a defined monthly maintenance cost which shall be determined by the age or mileage of the vehicle, whichever is greater. As vehicles progress in months in service or mileage, rates will adjust for the next month's billing cycle. It will be PROPOSER'S sole responsibility to accurately track a vehicle's in service age and mileage and adjust the maintenance rate consistent with the Monthly Maintenance cost. This rate will be subject to an annual CPI adjustment calculated in May of the current contract year and will be effective on July 1 of the new contract year for base contract years two through five, not to exceed five (5) percent. Rates for optional extension years will be subject to negotiation.

This rate is to be inclusive of all Maintenance Manager, Maintenance Supervisor, Maintenance Technician, and Parts Clerks staff labor cost, parts, vehicle consumables, tools, and maintenance of facility components that are directly related to vehicle maintenance activities.

D. Engine and Transmission Rebuild

Will be billed at cost for parts, at a proposed labor rate, on an as needed basis, and subject to approved by VCTC staff. Should PROPOSER contract out work, subject to VCTC's prior approval, billing for all work performed will be at cost, no additional markups. PROPOSER shall quote, in their PROPOSAL, a fixed hourly labor rate for engine and transmission rebuild labor.

E. Other Services as Requested

Other supporting services that are not specifically listed in the rate schedule will be billed according to written agreement between VCTC Project Manager or designee and CONTRACTOR.

11.2 PERFORMANCE AND FIDELITY BOND

A performance bond will be required for this contract. Prior to **April 30, 2027**, and annually thereafter on or before June 30, CONTRACTOR shall provide VCTC with surety bonds or a letter of credit in the amount equal to seventy-five percent (75) of estimated Contract expenditures for each of years one and two of the Contract, and fifty (50) percent for each of years three through five. Bond requirements for extension years shall be negotiated. Annual surety bonds or letter of credit amounts will be rounded to the nearest one thousand dollars.

At all times the Contract is in effect, CONTRACTOR shall cause its personnel assigned to the Contract to be covered under an appropriate bond protecting VCTC from employee theft up to a minimum amount of \$200,000 with respect to any one occurrence by PROPOSER'S employees.

11.3 AUDIT AND INSPECTION OF RECORDS AND FACILITY

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, CONTRACTOR shall make available to VCTC for examination, all necessary records with regard to the service provision, maintenance, 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 Contract.

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 CONTRACTOR if such sites or the activities performed thereon have any relationship to the program covered by this Contract. VCTC auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employees of CONTRACTOR. It is the responsibility of CONTRACTOR to ensure the cooperation of all employees with any procedure pertaining to the audit.

All project records prepared by 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 CONTRACTOR in operating this service, preparing the bid for this service, or for the operation of any similar service.

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

When a fiscal or special audit determines that CONTRACTOR has received payments from VCTC which are questionable under the criteria set forth herein, CONTRACTOR shall be notified and given the opportunity to justify the items questioned 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 CONTRACTOR during the period of audit. VCTC has the authority to withhold funds pending a final determination by VCTC of any questionable expenditure.



11.4 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain records for expenditures incurred directly or indirectly under this Contract as it relates to the provisions of service, start-up costs, or purchase of capital equipment authorized under this Contract. Documentation shall include, but not be limited to, timecards, 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 Contract.

Records, in their original form, shall be maintained in accordance with requirements covered by this Contract and in support of service provision, start-up, capital expenditure, quarterly, monthly, daily statistical and FTA or NTD reports. Such records shall be retained for a period of five (5) years after termination of this Contract 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 Contract shall at all times be retained within Ventura County unless authorization to remove them is granted in writing by VCTC Program Manager or designee. The cost of audits of any original documents and records maintained by CONTRACTOR by Counties, other than Ventura, shall be paid to VCTC by CONTRACTOR.

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

11.5 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports (other than financial statements required under **Section 16.9**) required to be prepared and submitted by CONTRACTOR to VCTC shall be accurate and correct in all respects. Should inaccurate reports be submitted to VCTC, VCTC may require CONTRACTOR to secure the services of an independent certified public accountant. The costs of such accounting services are the responsibility of CONTRACTOR, unless specifically agreed to in writing by VCTC.

11.6 RECORDS AND AUDIT 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 Contract 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 times 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.



11.7 FTA CONTRACTURAL PROVISIONS/FEDERAL LAW

CONTRACTOR shall comply with all of the FTA contractual provisions required for agencies that accept Federal Grant Funds and all applicable federal law as may be amended (**see Exhibit 2**).

11.8 LIAISON WITH MUNICIPAL AGENCIES AND REGIONAL PARTNERS

CONTRACTOR shall coordinate closely with affected municipal and regional partner 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.

11.9 ADDITIONAL OPERATING REQUIREMENTS

Providing adequate service may require route changes as well as additions in level of service. CONTRACTOR shall have available, or be able to acquire in a timely fashion, any additional equipment and/or personnel required for the operation of the project. VCTC shall have the option to add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity. Any modification to the routes and schedules will be furnished by VCTC to CONTRACTOR as soon as practical.

Route modifications caused by non-recurring events (e.g., freeway accident, emergency roadwork) are the responsibility of CONTRACTOR to effectively manage to minimize service disruptions and delays. Route modifications necessitated by recurring events (e.g., street closure, construction detours) are also the responsibility of CONTRACTOR but must be approved by VCTC.

In case of an emergency CONTRACTOR shall respond to modifications to service immediately upon request by VCTC.

11.10 VCTC AUTHORIZED REPRESENTATIVE

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 CONTRACTOR is not and shall not be the legal representative or agent of VCTC and that 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.

11.11 MEETING AND TRAINING ATTENDANCE

CONTRACTOR shall be required to attend all meetings and/or training sessions as identified by VCTC, including regular operations meetings.

11.12 GOVERNING DOCUMENT

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



11.23 TAXES AND OTHER CHARGES

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 except for vehicle licensing and registration fees for VCTC owned vehicles which shall be the responsibility of VCTC and reimbursed to CONTRACTOR upon presentation of invoice.

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, unemployment compensation payments, social security payments, or any other fees, taxes, or expenses whatsoever.

11.13 PERFORMANCE MONITORING BY VCTC

The failure of VCTC to insist upon strict performance by 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.

11.14 LIMITATIONS ON SUB-CONTRACTING

CONTRACTOR shall not sub-contract any function, duty, or work without the expressed written approval of VCTC Program Manager or designee.

11.15 ADDITIONAL REQUIREMENTS

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

11.16 CONTRACT PERIOD

Subject to approval by a vote of the Ventura County Transportation Commission, VCTC will contract with one proposer to operate the VCTC Intercity Transit Service. PROPOSER to whom the Contract will be awarded shall be required to enter into a written contract with VCTC in a form approved by VCTC counsel. The Contract shall be effective for a base five (5) year and fifty-seven (57) day period effective May 4, 2027, with two (2) two-year options through June 30, 2036. Exercising any options will be at the sole discretion of VCTC and may be awarded individually or combined into a single extension at the sole discretion of VCTC. VCTC reserves the right to revise the Contract start and/or end dates at any time prior to the execution of the Contract.

11.17 START DATE

A Notice to Proceed will be provided after Commission approval of Contract, which is expected to occur by February 5, 2027. The selected PROPOSER will be required to implement all aspects of the Contract except those specifically articulated with a different date, no later than May 4, 2027, or be subject to financial penalties or liquidated damages as described in **Section 13.0**.



Additionally, if the Incumbent CONTRACTOR is not selected, the selected PROPOSER will open, **no later than March 1, 2027**, a temporary office staffed by a minimum of one (1) full-time transition manager and one (1) full-time support position selected for this Contract who will begin training and working with VCTC staff and incumbent operator, to ensure an orderly transition of service on May 4, 2027 (or a later date in April if the extension of the Incumbent contractor to the end of the fiscal year is approved). All costs for staff and temporary office facilities shall be at the sole expense of PROPOSER, and the office shall be located within five (5) driving miles of the Incumbent's current facility.

11.18 TERMINATION OF CONTRACT

The contract shall be in effect for up to nine (9) years and fifty-seven (57) days, May 4, 2027 through June 30, 2036, subject to the approval of the Ventura County Transportation Commission. The Contract agreement shall provide for a base five (5) year and fifty-seven (57) day Contract with two (2), two-year optional extension, either as individual two (2) year options or a single four (4) year option. VCTC shall have the sole right to exercise any option. VCTC reserves the right to modify the Contract start and/or end dates contained in the RFP prior to Contract execution.

VCTC may at any time prior to completion of the work terminate the contract with CONTRACTOR for any cause, including but not limited to, default by CONTRACTOR, upon written notice to CONTRACTOR at least thirty (30) days prior to the effective date of such termination. CONTRACTOR shall promptly submit its termination claim for payment to the VCTC. If CONTRACTOR has any property in its possession belonging to VCTC, CONTRACTOR shall account for the same and dispose of it in the manner VCTC directs.

Upon receiving notice of Contract termination, 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 CONTRACTOR has not materially complied with the terms of the contract, VCTC shall notify CONTRACTOR of such noncompliance and reserves the right to terminate this Contract. 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 affected by giving a notice of termination to CONTRACTOR setting forth the manner in which CONTRACTOR is in default. In the event of termination for default of CONTRACTOR, CONTRACTOR shall only be paid the contract price for supplies delivered and accepted, and for services satisfactorily performed in accordance with the manner of performance set forth in this Contract.

In case of default by CONTRACTOR, VCTC reserves the right to procure the articles or services from other sources and to hold CONTRACTOR responsible for any excess costs incurred by VCTC and offset those amounts from any monies due and payable to CONTRACTOR, as well as any other damages suffered by VCTC as a result of CONTRACTOR's default. In addition, CONTRACTOR will be required to operate the services for a minimum of six months from the time the first request is granted and/or until VCTC is able to place a new



CONTRACTOR in place. 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 only be increased by CPI per the formula articulated in the executed Contract.

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, VCTC shall be liable only for payment under the payment provisions of this contract for services satisfactorily rendered before the effective date of termination.

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

11.19 SERVICES PROVIDED BY VCTC

VCTC shall perform the following duties and accept the following responsibilities with respect to services provided under this Contract. To the extent reasonable and feasible, PROPOSER shall assist VCTC in this regard.

- A.** VCTC shall be responsible for marketing and planning activities related to routes, schedule, days and hours of operation, bus stop and street furnishing locations, preparation of planning documents, budgets, grants applications, and activities related to system administration.
- B.** VCTC shall prepare, print, and provide CONTRACTOR with all schedules, passes, tickets, transfers, service brochures, and materials required by VCTC.
- C.** VCTC shall provide a minimum of thirty-five (35) fixed route transit vehicles equipped with radios, fareboxes, and all related safety equipment.
- D.** VCTC shall provide one (1) lift/ramp equipped mini-van, suitable for ADA service, for mobility support needs and will supply all necessary equipment to function in ADA service.
- E.** VCTC shall provide a radio communication system sufficient to equipment all revenue vehicles with capability for direct driver to dispatch and driver to driver communications.
- F.** VCTC shall pay all licensing and registration fees for VCTC owned vehicles.

At no time during the term of the Contract shall any VCTC provided resources and facilities be used in the operation of services not identified under this RFP.



11.20 DISADVANTAGE BUSINESS ENTERPRICE (DBE) REQUIREMENTS

In compliance with Federal Guidance current as of October 3, 2025, no DBE goals are applicable to this contract. VCTC reserves the right to set DBE goals at a future date should guidance regarding DBE change within the contract base and extension periods.

11.21 LOST AND FOUND

PROPOSER will follow the lost and found procedures provided by VCTC. Specific procedures will be negotiated with PROPOSER prior to Contract execution.

11.22 CONTRACTOR PROVIDED/MAINTAINED FACILITIES (If required)

CONTRACTOR will provide all staff, visitors, and VCTC staff with a space that is safe, clean, well- maintained, and free of noxious odors, garbage, or safety issues.

CONTRACTOR shall always endeavor to provide staff with a clean, well-maintained, and well-organized work environment. Office spaces will be clean and provide an organized and professional environment for staff and visitors. All office areas will be insect and rodent free. PROPOSER shall prohibit staff from posting materials in public areas or staff areas in view of visitors that might be offensive to any individual group.

CONTRACTOR'S operations areas will be clean and well maintained and free of graffiti. Gates and fences will be in good repair. Fencing shall be "security level" and shall encompass the entirety of PROPOSER'S operational facility. Paved areas will be regularly maintained and adequately marked/stripped as needed. All areas will be monitored for rodent and animal intrusions and appropriate measures taken to ensure vehicles are not accessed by animals or rodents.

Specific fence requirements and standards will be negotiated with the selected PROPOSER as part of Contract negotiations based on the site selected for operations.

Maintenance areas will be free of clutter with parts, tools, fluids, and supplies appropriately stored. All hazardous and flammable materials will be stored only in approved containers, with appropriate safety precautions always maintained.

All entrances to the facility will be secured to prevent unauthorized entry and all visitors will be required to sign in and out and carry identification while on premises. Visitors are never to be allowed access to secure areas such as the farebox counting room or where sensitive data is readily viewable. CONTRACTOR will maintain all lighting in working order and will provide security cameras and other security devices to deter criminal activity and document activities within the facility.

VCTC may conduct a threat and vulnerability assessment of PROPOSER'S proposed facility. The assessment will determine whether the facility complies with VCTC's Safety and Security requirements as outlined in the RFP and as revised going forward to comply with FTA requirements. The assessment will be completed at least once annually for the duration of the Contract. All deficiencies identified must be addressed within 120 days of the delivery of the assessment to CONTRACTOR. The above requirements apply regardless of whether or



not the CONTRACTOR leases the facilities directly or whether the facilities are provided by VCTC to CONTRACTOR for CONTRACTOR's use as part of the provision of the services.

11.23 PROVISIONING COSTS

PROPOSER shall be responsible for all costs related to preparing for service start date, May 4, 2027, and should include staff, training, and general overhead and expenses as part of their overall revenue hour cost in their PROPOSAL. VCTC may negotiate with selected PROPOSER for reimbursement of extraordinary costs prior to execution of a contract.

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12.0 INSURANCE AND INDEMNIFICATION

No later than April 30, 2027, CONTRACTOR shall furnish to VCTC the following:

1. Certificate of insurance evidencing satisfaction of required coverages.
2. Signed copies of the specified endorsements for each policy.
3. Upon VCTC written request, certified copies of insurance policies, submitted within thirty (30) days of request.

12.1 LIABILITY INSURANCE

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

12.2 GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense and throughout the term of this Contract, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than **\$10,000,000 per occurrence, \$20,000,000 general aggregate** for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability. This coverage will include, but not be limited to:

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

12.3 AUTOMOBILE LIABILITY INSURANCE FOR PROPERTY AND LIABILITY COVERAGE FOR OWNED AND NON-OWNER HIRED AUTOMOBILES

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense and throughout the term of this Contract, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Contract, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount **not less than \$25,000,000 combined single limit for each accident.**



12.4 COMPREHENSIVE AND COLLISION

With respect to the vehicles to be used under the terms of the Contract, 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. CONTRACTOR will pay for any one loss is the lesser of:

1. The actual cash value of the damaged or stolen property as of the date of the loss.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
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 vehicles. CONTRACTOR shall provide the VCTC with a Certificate of Insurance showing compliance with the requirements of this paragraph.

12.5 WORKERS COMPENSATION INSURANCE

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Contract, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than **\$1,000,000 per accident for bodily injury or disease**. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers for all work performed by Contractor, its employees, agents, and sub-contractors.

12.6 SEXUAL MISCONDUCT LIABILITY

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Contract, and any extensions thereof, carry Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation at least as broad as Insurance Services form CA 00 01 or the exact equivalent for all activities of Contractor arising out of or in connection with the work to be performed under this Contract covering employer's liability limits in an amount not less than **\$5,000,000 per occurrence, \$10,000,000 general aggregate** and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.



12.7 POLICY LIMITS AND MODIFICATIONS

If CONTRACTOR maintains higher limits than the minimum shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VCTC.

Required minimum insurance limits are for the base term of the Contract only. VCTC reserves the right to request higher insurance limits for any optional extensions of the Contract.

12.8 OTHER INSURANCE PROVISIONS

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

A. ADDITIONAL INSURED STATUS

VCTA, 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 CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. VCTC's partner agencies including City of Camarillo, City of Fillmore, City of Moorpark, City of Oxnard, City of San Buenaventura, City of Santa Paula, City of Simi Valley, City of Thousand Oaks, City of Carpinteria, City of Santa Barbara, City of Goleta, County of Santa Barbara, Santa Barbara County Association of Governments, State of California, and Trustees of California State University, and the employees, officers and agents of each of them shall also be covered as additional insureds for the respective services provided by Contractor. General liability coverage can be provided in the form of an endorsement to 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). The provision shall also apply to any excess liability policies. In addition, CONTRACTOR shall ensure that the automobile liability policy contains a provision covering VCTC as an additional insured and shall obtain an endorsement to that effect if it does not.

B. UMBRELLA, EXCESS, AND SELF-INSURANCE

The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of VCTC as required in written Contract before VCTC's own insurance or self-insurance shall be called upon to protect it as a named insured. Use of self-insurance must be approved by VCTC. Self-insurance shall not exceed twenty (20) percent of required insurance. Umbrella or excess insurance shall not exceed fifty (50) percent of required coverage.



C. VCTC'S RIGHT OF ENFORCEMENT

In the event any policy of insurance required under this Contract does not comply with these specifications or is cancelled and not replaced, VCTC has the right but not the duty to obtain the insurance it deems necessary and any premium paid by VCTC will be promptly reimbursed by CONTRACTOR, or VCTC will withhold amounts sufficient to pay premium from Contractor's payments. In the alternative, VCTC may cancel Contract.

D. VCTC'S RIGHT TO REVISE SPECIFICATIONS

VCTC reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional costs to CONTRACTOR, VCTC and CONTRACTOR may renegotiate CONTRACTOR'S compensation.

E. PRIMARY AND NON-CONTRIBUTORY COVERAGE

For any claims related to this CONTRACT, CONTRACTOR'S insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

F. NOTICE OF CANCELLATION

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to VCTC.

G. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by VCTC. VCTC may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. To the extent any policy includes a prohibition on the ability of others (including additional insureds) to pay a self-insured retention on behalf of the named insured, such provision shall be modified by special endorsement to permit VCTC to pay any applicable self-insured retention on CONTRACTOR's behalf in the event of a claim if necessary to access the policy coverage.

H. ACCEPTABILITY OF INSURERS

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII.

I. WAIVER OF SUBROGATION

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against VCTC, its officers, officials, employees, or volunteers or shall specifically allow CONTRACTOR, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery



prior to a loss. CONTRACTOR hereby waives his own right of recovery against VCTC and shall require similar written express waivers and insurance clauses from each of its sub-contractors. Copies of these waivers shall be submitted to VCTC prior to commencement of work.

J. CLAIMS MADE POLICIES

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

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Contract.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
4. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under Contract.

K. VERIFICATION OF COVERAGE

CONTRACTOR shall provide VCTC with copies of certificates (on VCTC certificate form or an Accord form as modified per VCTC direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to VCTC. All certificates and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the beginning of the work shall not waive 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.

L. SUB-CONTRACTORS

CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that VCTC is an additional insured on insurances required from sub-contractors. For CGL coverage, sub-contractors shall provide coverage with a form at least as broad as CG20380413.

M. WASTING POLICIES

No policy required by this Section shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).



N. REMEDIES

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:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract.
2. Order CONTRACTOR to stop work under this Contract 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 Contract.

O. MATERIAL BREACH

If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to Contract, CONTRACTOR shall be deemed a material breach of Contract. VCTC, at its sole option, may terminate Contract and obtain damages from CONTRACTOR resulting from said breach. Alternatively, VCTC may purchase such required Insurance coverage and, without further notice to CONTRACTOR, VCTC 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 VCTC.

12.9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless: Ventura County Transportation Commission, County of Ventura, City of Camarillo, City of Fillmore, City of Moorpark, City of Oxnard, City of San Buenaventura, City of Santa Paula, City of Simi Valley, City of Thousand Oaks, City of Carpinteria, City of Santa Barbara, City of Goleta, County of Santa Barbara, Santa Barbara County Association of Governments, State of California, and Trustees of California State University, and the employees, officers and agents of each (VCTC Group) of them from any and all liability costs, damages or expenses, including attorneys' fees, arising out of or incurred in connection with CONTRACTOR and its employees', agents', and sub-contractors' acts or omissions in the performance of the services provided pursuant to this Contract, 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 Contract, 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 such 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. The provisions of this Section and the associated obligations shall survive any termination or expiration of the CONTRACT.

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13.0 PERFORMANCE MEASURES

CONTRACTOR shall always strive to provide service which exceeds the minimum standards described, ensures responsive service to transit customers while at the same time maximizing service reliability and safety. CONTRACTOR shall meet the Performance Measures within the cost structure identified and agreed to in the Contract.

To identify key areas of concern to VCTC, various performance standards are described below for which monetary damages, punitive financial penalties, or liquidated damages may be assessed when service falls below the minimum standard. Performance bonuses will be paid when Contract performance substantially exceeds minimum expectations for selected measures.

Any breach of minimum performance measures by CONTRACTOR could result in monetary damage and injury to the public and VCTC in amounts which can be difficult to ascertain specifically. VCTC shall not place a monetary value on most contract violations except as specifically noted in the Performance Measures on the following pages. Rather, VCTC shall recover from CONTRACTOR the cost of all staff time necessary to investigate substantiated complaints and alleged violations of contract performance standards. Any staff time expenditure that results from substantiated complaints and contract violations, and staff time required to meet with CONTRACTOR'S staff to identify and implement corrective actions, shall be billed to CONTRACTOR monthly at the rate described in VCTC's published fully burdened rates for staff, billed in 15-minute increments. Payment to VCTC in the form of a check shall be required on a net thirty (30) day basis.

In general, compliance with performance standards will be gauged using a point system. The lack of accumulation of points under a certain measure in any given month will result in a contract bonus payment to PROPOSER.

In its PROPOSAL to VCTC, PROPOSER shall describe how any bonus payments shall be used or distributed. Proposals that include employee participation in bonus payments will be more positively received by VCTC.

The accumulation of more than one hundred (100) points in any month will constitute unacceptable contract performance. Three or more consecutive months of unacceptable contract performance or three months in any six-month rolling period may trigger the issuance of a cure or quit letter. Accumulation of three hundred (300) or more points in any single month may trigger the issuance of a cure or quit letter.

Scale	Performance Standard	Contract Status
0-24	Superior	Bonus = 3.00% of billed revenue hour costs
25-49	Very Good	Bonus = 1.50% of billed revenue hour costs
50-74	Good	Bonus = 0.50% of billed revenue hour costs
75-99	Fair	No Bonus
100-299	Unacceptable	In violation
300+	Failed	Cure or Quit



The listed standards are for guidance purposes only and final standards will be negotiated with the selected PROPOSER prior to Contract execution.

General Service Standards

Measure	Standard/Performance Measure	Penalty
Service start-up	Service will commence on May 4, 2027	\$10,000 every calendar day service not operating due to PROPOSER. A calendar day shall constitute four (4) or more continuous hours of service which is not provided on one or more routes.
Service failure	Service will always be provided during the term of this Contract	\$10,000 every calendar day for service not provided. A calendar day shall constitute four (4) or more continuous hours of service which is not provided on one or more routes.
Replacement of General Manager	Replacement of the General Manager	\$50,000 if General Manager is replaced without prior consent of VCTC for any reason other than cause
Preventable accidents	1 per 100,000 revenue miles	10 points per incident more than standard as measured monthly
Safety	Satisfactory CHP Vehicle Inspections of Vehicles and Terminal Inspection of CONTRACTOR provided maintenance facility	20 points per failed vehicle \$20,000 for failed Terminal Inspection
Complaints	The incidence of VCTC verified valid service complaints will be no greater than five (5) per calendar month	3 points for each complaint exceeding 5 per month
Late or inadequate response to complaints	Responses to VCTC or passenger directly submitted responses shall not exceed 5 business days	2 points per incident, per day, and \$100 per incident
Accident/Injury Notification	All accidents/injuries shall be reported within 15 minutes or as soon as practical	20 points for each incident not reported timely, \$1,000 per incident
Incident Filing	All initial incident reports will be filed within 24 hours, 4 hours for accidents involving injury. Final reports to be filed within 7 calendar days	30 points for each initial or final incident not filed timely, \$100 per day, for every day in excess of 7 calendar days
Unreported Vehicle Damage	All damage to VCTC owned vehicles will be reported promptly and noted on DVI	30 points for each incident not reported appropriately, \$1,000 for each incident
ADA Violations	Violations identified on vehicle audit or verifiable reported incident.	10 points per each incident



Timely report submission	100 percent	1 point, per day, per report, for lack of timely submission. 5 points for every report returned for corrections that change billing.
Required Staff Training and Certifications	All RFP required training and certifications obtained within the time period specified.	1 point, per day, per employee, for failure to complete required training and certifications. \$100 per week, per employee, for each seven (7) days past required completion date for each training or certification not completed.
Operating without required training	All drivers and dispatchers will have completed all required training before operating in revenue service.	\$10,000 for each day service operated in violation of this standard.
Bus placed into service with defect	Buses placed into service will be free of any defect requiring bus be removed from service.	20 points per incident and \$1,000 per incident

FIXED ROUTE STANDARDS

Measure	Standard/Performance Measure	Penalty
On-time performance	0 minutes early, 8 minutes late	1 point per percentage point under standard, per route, per service, maximum 10 points per day
Missed Run	50% or more of a route run not completed excluding traffic and breakdowns	10 points per occurrence and \$1,000 per incident
Calling out Stops	Driver must call out bus stops upon approach if installed equipment is non-operational	1 point per occurrence, maximum 5 points per run when documented by video review or by VCTC staff or secret riders
Destination Signs	Drivers must display the correct destination information	1 point per occurrence
Preventative Maintenance Inspection (PMI) completed on time	100 percent on time	5 points for each inspection not completed on time
Road calls per 100,000 miles	1 per 10,000 miles	2 points for each road call in excess of the standard
Fleet Availability	Minimum 90 percent fleet availability	2 points for each calendar day, measured in a calendar month, fleet availability is below 90 percent



Excessive down time	No bus shall exceed 14 days consecutive downtime	1 point for each day in excess of 14 continuous calendar days, \$100 per day for every calendar day in excess of 14 continuous calendar days.
Operator MDT Interface	Minimum of 100% of all driver trips must be correctly logged into MDTs	1 point for each occurrence
Excessive response time to respond substitute vehicle for in-service interruption	Greater than 30 minutes in Ventura County, 60 minutes to Santa Barbara or Los Angeles County	3 points for each occurrence, \$500 for each occurrence that exceeds one per month.
Schedule adherence (OTP)	90 percent	5 points for each percentage point or partial percentage point below 90 percent as measured monthly.
Off-route bus	100 percent route compliance	5 points for each incident, measured monthly, a bus is off route without approval

13.1 MINIMUM STAFFING REQUIREMENTS

Selected PROPOSER will be required to provide, as part of contract negotiations, a chart outlining the **median fully burdened wages paid** for all non-salaried positions listed in this RFP or positions as proposed by PROPOSER. Subject to final negotiations, and included as an Exhibit in the executed Contract, the table will be used to determine financial penalties for any position required under this RFP that is vacant at any time during the contract period. Damages will be assessed equal to 8 hours per day or 40 hours per week, for any required position(s) that are vacant at any time during the contract period that exceeds seven (7) continuous days, excluding approved PTO or leave as may be permitted or required by law. VCTC, at its sole discretion, may waive this requirement in whole or in part for extraordinary circumstances.

In the case of the two required salaried positions, financial penalties for vacant positions will be negotiated with selected PROPOSER prior to execution of contract.

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14.0 APPLICABLE STANDARD TERMS

14.1 ACCEPTANCE PERIOD

Unless otherwise specified herein, the PROPOSAL is firm for a period of one hundred and eighty (180) days.

14.2 ADDENDA ACKNOWLEDGMENT

Each PROPOSAL shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. **(See Exhibit 9)** *Failure to so acknowledge all addenda may result in the PROPOSAL being rejected as not responsive.*

14.3 AUTHORIZED SIGNATURES

Every PROPOSAL must be signed by the person(s) legally authorized to bind PROPOSER to a contract for the execution of the work. Upon request of VCTC, any agent submitting a PROPOSAL on behalf of a PROPOSER shall provide the current power of attorney certifying the agent's authority to bind PROPOSER. If an individual makes the PROPOSAL, their name, signature, and post office address must be shown. If a firm or partnership makes the PROPOSAL, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the PROPOSAL, the PROPOSAL shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of VCTC, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

14.4 PROPOSAL RETENTION

VCTC reserves the right to retain all Proposals and copies for a period of one hundred and eight (180) days for examination and comparison after selection of PROPOSAL Finalist excepting that all documents marked "Confidential" will be securely disposed of as soon as is practical and no later than the date a Contract is executed.

14.5 CANCELLATION OF SOLICITATION

VCTC may cancel this solicitation at any time, without prior notice or compensation to perspective PROPOSERS.

14.6 COMPLIANCE WITH LAWS

The PROPOSAL shall comply with current federal, state, and other laws related thereto.

14.7 SOLICITATION DOCUMENTS, EXAMINATION OF

It is the responsibility of PROPOSER to carefully and thoroughly examine the documents contained in this Request for PROPOSAL (RFP). PROPOSERS shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, or equipment necessary to perform the work as specified by this RFP. The failure or neglect of PROPOSER to examine the RFP documents shall in no way relieve PROPOSER from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the VCTC may rely that PROPOSER has



thoroughly examined and is familiar with the RFP and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

14.8 COST OF PROPOSAL

VCTC is not liable for any costs incurred by PROPOSERS before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by PROPOSER in responding to the RFP are entirely the responsibility of PROPOSER and shall not be reimbursed in any manner by VCTC.

14.9 DEFINITION OF TERMS

For the purposes of this RFP, the following definitions apply:

- A. **VCTC.** Ventura County Transportation Commission.
- B. **VCTC Intercity Transit, Intercity Bus, and Intercity Transit.** Are used interchangeably and are synonymous with one another.
- C. **Program Manager and Program Manager – Transit Contracts.** Are used interchangeably and are synonymous with one another.
- D. **CONTRACTOR and CONTRACTOR’S.** Same as Successful PROPOSER. In general, the use of CONTRACTOR applies to duties and responsibilities after execution of contract. May be used interchangeably with PROPOSER in the same section dependent on when activity takes place.
- E. **Incumbent.** Refers to the current contractor for VCTC Intercity Transit.
- F. **Review Committee.** An independent committee established by VCTC to review, evaluate, and score the Proposals, and to recommend award of the PROPOSAL determined by the committee to be in the best interest of the VCTC.
- G. **May/Should.** Indicates something that is not mandatory. Failure to do what “may” or “should” be done will not result in rejection of your PROPOSAL.
- H. **Must/Shall.** Indicates a mandatory requirement. A PROPOSAL that fails to meet a mandatory requirement may be deemed non-responsive and result in rejection for award.
- I. **PROPOSER AND PROPOSER’S.** The person or firm making the offer. In general, the use of PROPOSER applies to duties and responsibilities before execution of contract. May be used interchangeably with CONTRACTOR in the same section dependent on when activity takes place.
- J. **PROPOSAL.** The offer presented by PROPOSER.



- K. **RFP.** Acronym for Request for Proposal.
- L. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- M. **Successful PROPOSER or Finalist PROPOSER.** The person or firm to whom the Contract award is made.

14.10 DISQUALIFICATION OF PROPOSER

If there is reason to believe that collusion exists among PROPOSERS, VCTC may refuse to consider any PROPOSAL from participants in such collusion. No person, firm, or corporation under the same or different name shall make, file, or be interested in more than one PROPOSAL for the same work unless an alternate PROPOSAL is called for. A person, firm, or corporation who has submitted a sub-PROPOSAL to a PROPOSER, or who has quoted prices on materials to a PROPOSER, is not thereby disqualified from submitting a sub-PROPOSAL or quoting prices to other PROPOSERS. Reasonable ground for believing that any PROPOSER is interested in more than one PROPOSAL for the same work will cause the rejection of all Proposals for the work in which a PROPOSER is interested. If there is reason to believe that collusion exists among PROPOSERS, VCTC may refuse to consider all Proposals from participants in such collusion. PROPOSERS shall submit as part of their PROPOSAL documents a completed Non-Collusion Affidavit provided herein.

14.11 DOCUMENTS TO BE RETURNED WITH PROPOSAL

Failure to completely execute and submit the required documents before Submittal Deadline may render a proposal non-responsive.

14.12 EXECUTION OF CONTRACT

The Successful PROPOSER will be required to execute a Contract in the form attached to this RFP and comply with all requirements of said Contract. In case of failure of the Successful PROPOSER to execute and return the contract and all required documents within the time allowed, VCTC may, at its sole option, consider that PROPOSER has abandoned the contract, in which case the PROPOSAL Security Bond, if one was required, shall be forfeited by PROPOSER and become the property of VCTC.

14.13 CONFLICTS OF INTEREST

PROPOSER covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. PROPOSER certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of VCTC.

14.14 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing via email before November 10, 2026 by 4:00 p.m. local time, to Mike Houser, Planning Manager, mhouser@goventura.org. Refer to the RFP number in the subject line of the e-mail. VCTC is



not responsible for e-mails not received due to being mis-addressed or undelivered due to being a suspected spam or malicious email.

Any questions posed by prospective PROPOSERS will be responded to in a Question-and-Answer format and released in the form of an addendum and will be sent as promptly as is practical to all parties that have expressed an interest in the RFP. All such addenda shall become a part of the RFP. *Any prospective PROPOSER who obtained the RFP from anyone other than VCTC staff or the VCTC website is responsible for contacting VCTC to receive subsequent Addenda.*

14.15 PRICE DISCREPANCIES

If there are unit price items in the PROPOSAL schedules and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. PROPOSER will be bound by said corrections.

14.16 PROPOSAL SUBMITTAL

Required delivery method for submitting proposals is by in-person delivery or via common carrier to VCTC offices. Proposals submitted electronically by any method will not be accepted. Proposals will not be opened publicly, and VCTC will endeavor to keep proposals confidential until a preferred service provider is recommended. One PROPOSAL must bear original signatures and figures prior to being scanned/uploaded and should be so labeled as "Original" on front cover and all required copies labeled as "Copy" on the front cover. If no document can be identified as bearing original signatures, PROPOSAL may be rejected at the discretion of VCTC as non-responsive.

14.17 PROPOSAL DEADLINE

Proposals shall not be accepted after Friday, December 4, 2026, 4:00 p.m. local time. VCTC reserves the right to extend the Submittal Deadline.

14.18 REGISTRATION AND COMMODITY CODES

Registration for this RFP is not required but is encouraged to ensure all information relating to this RFP and process is made available to prospective PROPOSERS. Email (only), Mike Houser, Planning Manager, mhouser@goventura.org prior to November 3, 2026. Include the RFP number in the subject line of the email.

The following National Institute of Governmental Purchasing (NIGP) codes are applicable to this procurement: 55600, 92800, 95921, 95891, 96182, and 97544.

14.19 PROPOSAL MODIFICATIONS

Any PROPOSER who wishes to make modifications to a PROPOSAL already received by VCTC must withdraw their PROPOSAL by contacting via e-mail, Mike Houser, Planning Manager, mhouser@goventura.org in order to make the modifications. Subject line of the



email should include the phrase “Proposal Modification.” All modifications must be properly signed by PROPOSER’S authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of PROPOSER to ensure that a modified or withdrawn PROPOSAL is resubmitted before the Submittal Deadline. **Requests to modify PROPOSALS after Submittal Deadline will be denied.**

14.20 PROPOSAL WITHDRAWAL

A PROPOSER may withdraw their PROPOSAL, without prejudice prior to the time specified for the proposal opening by contacting via e-mail, Mike Houser, Planning Manager, mhouser@goventura.org. Subject line should include the phrase “Proposal Withdrawal.”

14.21 PROPRIETARY INFORMATION

The original copy of each PROPOSAL shall be retained for official files and will become public record after the award of a contract unless the PROPOSAL or specific parts of the PROPOSAL can be shown to be exempt by law. Each PROPOSER may clearly label and part of a PROPOSAL as "CONFIDENTIAL" if PROPOSER thereby agrees to indemnify, defend and hold harmless VCTC for honoring such a designation. The failure to label any information that is provided to VCTC shall constitute a complete waiver of all claims for damage caused by any release of the information. If a public records request for labeled information is received by VCTC, VCTC will notify PROPOSER of the request and delay access to the material until seven working days after notification to PROPOSER. Within that time delay, it will be the duty of PROPOSER to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

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15.0 SPECIAL PROVISIONS FOR MATERIALS AND EQUIPMENT

15.1 COMPLIANCE WITH OSHA

PROPOSER agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards, and regulations, and that PROPOSER will defend, indemnify and hold VCTC harmless for any failure to so conform.

15.2 DELIVERY TIME

All vehicles and equipment required under this RFP shall be delivered, equipped, or installed no later than May 4, 2027, unless otherwise specified. PROPOSER shall state proposed delivery date in PROPOSAL for each item specifically required by this RFP. VCTC reserves the right to cancel any order not received within the time stated by PROPOSER in his PROPOSAL. Delivery time will be a factor in award when a maximum time for delivery is stipulated herein. Solicitation documents will inform PROPOSER when delivery is a factor in award.

15.3 MANUFACTURER AND MODEL NUMBER

PROPOSER must state the manufacturer's name and model number of any vehicle proposed in this PROPOSAL.

15.4 NEW AND UNUSED

Unless specifically provided to the contrary in the RFP, all material and equipment shall be new and unused and of the current production year. Proposals that are received using items that are not of the current production year or for items and materials that have been previously used, may be rejected as non-responsive.

15.5 SAFETY STANDARDS

Item(s) offered by PROPOSER must conform to Safety Orders of the State of California, Division of Industrial Safety, CHP (CHP), the FTA, and Federal Highway Administration (FHWA).

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16.0 PROPOSAL REQUIREMENTS

16.1 INSTRUCTIONS TO PROPOSERS

Each individual or firm (PROPOSER) submitting a proposal shall meet all the terms and conditions specified in this Request for Proposal (RFP). By its proposal submittal, PROPOSER acknowledges agreement with the acceptance of all provisions of the RFP.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

Failure to adhere to the format requirements of the RFP may result in rejection of the PROPOSAL as non-responsive. PROPOSALS that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

PROPOSERS must provide one (1) original PROPOSAL marked “Original” and seven (7) copies marked “Copy.” A complete copy of the PROPOSAL including all required signed documents and documents supplied at the option of PROPOSER, must be provided on a USB “thumb drive.” **Do not** include Confidential Financial Data on USB thumb drive. Only one printed copy of required financial disclosures (**see Section 15.9**) is required and should be sealed, marked as “Confidential Financial Data,” and included with the PROPOSAL marked “original.”

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.

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 the fullest extent permitted by law 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 and/or fails to identify the specific provision of the California Public Records Act supporting the claimed exemption shall be deemed to have waived, by virtue of submitting a PROPOSAL, 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.

Each PROPOSAL submitted must contain the following:

16.2 INTRODUCTION AND COVER LETTER

Provide a cover letter describing your interest in the RFP. The cover letter should be succinct, and provide the following information:



- A. Provide the name, address, phone number, fax number, and email address of the primary contract person for all communications regarding your proposal.
- B. If your firm is subcontracting portions of this work, indicate the firms with which you will be partnering along with the name, address, phone number, fax number, and email address of the contact person. Indicate the task that will be subcontracted and how the subcontract work will be managed and checked for quality control.

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

If PROPOSER is a corporation, the PROPOSAL must be signed on behalf of the corporation by **two (2)** authorized officers of which one must be Chair, President, or Vice-President and the other must be the Treasurer or CFO.

16.3 EXPLANATION OF HOW PROPOSER WILL PERFORM THE WORK

PROPOSER must describe in detail how the requirements of this RFP will be met and may provide additional related information with the PROPOSAL. The PROPOSAL should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. PROPOSAL should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions and responding to the RFP requirements.

Attention should be paid to thoroughly responding to those requirements where VCTC has expressed a preference or where PROPOSER has the option to propose alternative standards or substitute requirements.

If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this RFP, may be rejected.

16.4 MATERIAL GOODS OR EQUIPMENT

Where applicable, Proposals must include, without limitation, written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. The omission of these documents may render a proposal non-responsive.



For items where VCTC requests PROPOSER provides specific equipment or vehicles in support of RFP requirements and objectives, PROPOSER shall provide comprehensive and detailed technical documentation including but not limited to manufacturer brochures, schematics, manuals, and technical specifications as would be prudent and practical to supply.

16.5 TENTATIVE SCHEDULE OF WORK

Submit the tentative schedule by phase and tasks to be completed between Contract award date, estimated to be February 5, 2027, and first day of service, May 4, 2027. Schedule should be detailed and outline staff, materials, leases, training, and other substantive requirements to provide for a seamless transition of service between proposer and incumbent.

16.6 SERVICES AND DATA

Identify any services and/or data PROPOSER needs from VCTC to perform tasks and services as outlined in the RFP. Your requests should include a justification of need, and a specific description of the materials or services required.

Note: this section is specific to those needs **AFTER** Contract award. Questions about the RFP requirements, draft contract, and RFP schedule should be submitted per the process outlined in the RFP.

16.7 PROPOSER QUALIFICATIONS AND BACKGROUND

PROPOSER must provide proof of qualifications and experience related to the area of proposed services. Each PROPOSER shall be skilled and regularly engaged in the general class or type of work called for in this RFP. PROPOSER'S experience shall be set forth and submitted, as follows:

- A. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- B. Location of company offices. If company has divisions, include location of Company Headquarters and Division Offices responsible for management and oversight of this Contract.
- C. Location of corporate officers servicing any California based accounts.
- D. Number of employees both locally and nationally.
- E. Locations from which employees will be assigned (if applicable).
- F. Name, address, email address, and telephone number of PROPOSER'S point of contact for this project.
- G. Company background/history and why PROPOSER is qualified to provide the services described in this RFP.



- H. Length of time PROPOSER has been providing services described in this RFP. Provide a brief description.
- I. Unique Entity ID from SAM.GOV.
- J. Résumés for key staff to be responsible for performance of any contract resulting from this RFP.
- K. List of all Sub-Contractors to be utilized for this contract including all information as described in A-F above.

16.8 NEGATIVE HISTORY

PROPOSER must include in their RFP response a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending, which involves PROPOSER or in which PROPOSER has been judged guilty or liable within the last 5 years. This should include at a minimum the following:

- A. Listing of all Contracts for service cancelled by Contracting party in the past five (5) years or anticipated to be cancelled in the next six (6) months.
- B. All judgments against Company exceeding \$100,000 in the past five (5) years.
- C. All criminal litigation current or anticipated in the next six (6) months.
- D. Listing of all fatal accidents involving Company employed drivers while on duty in the past five (5) years.
- E. Whether the Company has been disbarred or suspended from any government contracts within the last 5 years

If there is no information to disclose then, PROPOSER must affirmatively state there is no negative history. Failure to comply with the terms of this section will disqualify PROPOSAL.

VCTC reserves the right to reject any RFP based upon PROPOSER'S prior history with VCTC or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, criminal activity, unsafe practices, or significant failures to meet contract milestones or other contractual failures.

16.9 PROPOSER FINANCIAL STATUS

PROPOSERS must submit with PROPOSAL, **in a separate sealed envelope**, a detailed company portfolio including the company's financial statements, balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years, credit references, on-going projects and all pending litigation which the company may be directly or indirectly involved. **Mark as "Confidential Financial Data."**



The submitted data shall not be distributed except to members of the Review Committee and will be securely disposed of if PROPOSER is not selected to move on to the next round of the review process.

16.10 CLIENT REFERENCES

A minimum of five references from projects of a similar scope in terms of services provided and revenue hours billed (*references from local government clients are preferred*) within the last five years must be provided. Information provided shall include:

- A. Client name, client Project Manager, address, telephone number, and email address. If client is not a local government, indicate the type of business.
- B. Type of service provided to clients.
- C. Project description.
- D. Project dates (starting and ending).
- E. Staff assigned to that project.
- F. Discuss outcomes, success, and failures.

16.11 COMPENSATION

PROPOSAL must list Maximum Payment in a not-to-exceed amount, as well as providing a breakdown of cost to complete the work including, but not limited to, hourly rates, reimbursables and maximum anticipated cost, and unit cost for equipment as described in the RFP. Maximum payment amount should reflect all revenue hours based solely on VCTC estimates provided.

16.12 FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES

PROPOSAL must include completed, signed, and dated federal forms. **See Exhibits 3, 7, and 8. Failure to comply with the terms of this provision may disqualify your PROPOSAL.**

16.13 ANY OTHER INFORMATION

Submit any other information which would assist VCTC in making this contract award decision. VCTC is particularly interested in descriptions of community outreach and participation, charitable work, hiring practices as it relates to recruitment and inclusivity, employee incentives, and promotion of environmentally responsible behavior.

16.14 RESPONSE QUESTIONNAIRE

PROPOSER shall provide concise responses to the following questions. Please respond to questions in the same order they are presented. **Failure to fully respond to all questions may result in rejection of PROPOSAL as non-responsive.**

- A. Please describe your firm's knowledge of the services and service area associated with the Contract proposed in this RFP.



- B. How is the performance of your management team and supervisors evaluated?
- C. Has your firm been served with a Cure or Quit notice for any contract in the past five (5) years? If yes, explain the circumstances involved.
- D. Has your firm failed a CHP facility inspection in the past five (5) years? If so, explain the circumstances involved, and the steps taken to address the failure.
- E. Describe your firm's field supervision program(s).
- F. How will your firm plan vehicle blocking, run cutting, and driver bids? Does your firm use a specific software to complete the process?
- G. What are the proposed hours and/or shifts for vehicle maintenance and how will it be staffed to meet minimum RFP requirements.
- H. How does your firm manage employee recruitment and the evaluation of perspective employees?
- I. How do you plan to meet VCTC's reporting requirements? Which staff members will be directly accountable for the accuracy and timeliness of reporting and invoicing?
- J. Does your firm have any existing labor contract provisions that may be in conflict with the operational requirements of this RFP. If so, explain.
- K. What are your firm's employee scheduling practices with regard to "hours of service" rules and regulations. Describe your experience with and approach to managing such regulations, including California's Wage Order Nine. [ORDER NO. 9-2001](#)

16.15 RIGHTS RESERVED BY VCTC

All proposals submitted in response to this RFP will become the property of VCTC and will be a matter of public record.

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



Notwithstanding any other provisions of this RFP, in connection with this RFP, VCTC reserves the right to do any of the following:

1. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in a Proposal or any item or part thereof.
2. Withdraw or cancel this RFP at any time without prior notice. VCTC makes no representation that any contract will be awarded to any contractor responding to this RFP.
3. Reject all Proposals and to re-issue (or not re-issue) a new RFP for same or similar work.
4. Postpone Proposal openings, review, and/or evaluation for its own convenience. Proposers may withdraw their proposals before Proposal submittal date by submitting a written request signed by an authorized representative of the Proposer and delivered to VCTC at the address identified herein.
5. Award multiple contracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process.
6. Alter the Selection Process Dates.
7. Remedy technical errors in the RFP process.
8. Request additional information from Proposers and investigate the qualifications of all firms under consideration.
9. Confirm any part of the information furnished by a Proposer.
10. Obtain additional evidence of managerial, financial, or other capabilities.
11. Negotiate with any, all, or none of the Proposers.
12. Solicit best and final offers from all or some of the Proposers.
13. Accept other than the lowest-priced Proposal.

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



16.16 INTERPRETATIONS AND ADDENDA

Proposers must submit a written request for clarification, interpretation or corrections of any discrepancies or omissions in the RFP. Any change to or interpretation of the RFP will be sent by VCTC to each firm or individual to whom has expressed an interest in the RFP, and any such changes or interpretations shall become part of said RFP and may be incorporated into any contract awarded.

16.17 WITHDRAWALS

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

16.18 MISCELLANEOUS

- A. Neither party assumes any liability for failure to fulfill the terms and conditions of this Agreement caused by events beyond the reasonable control of such party. Such events may include, but are not restricted to the following: natural disaster, acts of government in either its sovereign or contracted capacity, a failure or shortage of fuel, water, fuel oil or other utility or services, strikes, riots, fires, floods, epidemics, war, insurrection or other national or local emergency, freight embargo, impassibility of routes due to construction, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR or its sub-contractor.
- B. In the event that circumstances arise beyond CONTRACTOR's control that significantly affect the cost of operation, VCTC may be willing to discuss, without obligation, the possibility of adjusting the hourly rate pertinent to the changed circumstances, without any commitment on the part of VCTC to make any such adjustment.
- C. The RFP, Exhibits and Attachments, Addenda, the Proposal and its Attachments, and the Agreement contain the entire understanding between 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.
- D. Any item of work contained in either the RFP or the Proposal shall be performed by Contractor and/or sub-contractor as though it appeared in the Agreement. In the event of any conflict, the terms of this Agreement, the RFP, all exhibits and attachments and the Addenda govern over the Proposal unless specifically stated otherwise.



- E. Disputes regarding the interpretation or application of any provisions shall, to an extent reasonably feasible, be resolved through good faith negotiations between the parties. VCTC shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law.
- F. The failure of VCTC to insist upon strict performance by Contractor of any provision hereunder in every one or more instances shall not constitute a waiver of such provision by VCTC, nor shall, as a result, VCTC relinquish any rights that it may have under this Contract.
- G. This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

THIS SECTION INTENTIONALLY BLANK



17.0 PROPOSAL REVIEW PROCESS

17.1 PROPOSAL OPENING/REJECTION/WAIVER

All Proposals irrespective of irregularities or informalities will be opened at the time stipulated in the RFP document. This is not a public opening. A tally of the firm names will be performed and may be released upon request. **No other information will be released.**

VCTC reserves the right to postpone the Submittal Deadline and opening of Proposals any time before the date and time announced in the RFP or subsequent addenda. The dates listed in the **Section 1.4** for the proposal review and contract award process are the tentative dates and can be subject to change.

VCTC also reserves the right to waive non-substantial irregularities in any PROPOSAL, to reject any individual or all Proposals, to reject or delete one part of a PROPOSAL and accept the other, except to the extent that Proposals are qualified by specific limitations.

VCTC reserves the right to reject the PROPOSAL of any PROPOSER who previously failed to perform adequately for VCTC or any other governmental agency. VCTC expressly reserves the right to reject the PROPOSAL of any PROPOSER who is in default on the payment of taxes, licenses, or other monies due to VCTC or any partner agency.

17.2 PROPOSAL REVIEW PROCESS AND AWARD OF CONTRACT

The PROPOSAL will be evaluated by a review committee of VCTC staff and staff of partner agencies using a two-stage evaluation and selection process described below.

The Review Committee will evaluate all Proposals received in accordance with the evaluation criteria. VCTC reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. **Weight factors and evaluation scores will not be released.**

17.3 EVALUATION CRITERIA

General criteria are as follows: (Scoring reference listed in **bold**)

- A. Project understanding and approach. **(A, C, D, F)**
- B. Quality, clarity, responsiveness, conformance with the terms of this RFP, and overall impression of proposal. **(A, C, D, F)**
- C. Qualifications and availability of key staff to be assigned to the contract resulting from this solicitation. **(B, D)**
- D. Sub-contractor's Qualifications (if applicable). **(A, C, D)**
- E. Past experience with VCTC. **(A)**
- F. Relevant experience with programs of similar scope and size. **(A, B)**



- G. Creativity and innovation in meeting the requirements of this solicitation. **(C, D)**
- H. Use of electrically powered and plug-in hybrid support vehicles. **(C, D)**
- I. Innovation and the leveraging of technologies to enhance rider experience. **(C)**
- J. Reasonableness of cost and compensation proposed. **(E)**

17.4 PHASE 1 – WRITTEN PROPOSAL REVIEW

Written Proposals will be scored based on the following:

- A. QUALIFICATIONS OF PROPOSER FIRM – **10 POINTS**
- B. QUALIFICATIONS OF MANAGEMENT AND SUPERVISORY STAFF – **10 POINTS**
- C. OPERATING METHODOLOGY – **25 POINTS**
- D. APPROACH TO VEHICLE MAINTENANCE – **25 POINTS**
- E. REASONABLENESS/VALIDITY OF COST – **25 POINTS**
- F. ADHERANCE TO RFP REQUIRMENTS – **5 POINTS**

All proposals receiving an average score of 70 or above will be moved forward to the next process of proposal evaluation. Notwithstanding the average 70 score, VCTC reserves the right to reject any proposal where the average score of any of the individual six (6) evaluation criteria is below 70%.

Review Committee may also contact and evaluate PROPOSER'S and sub-contractor's references; contact any PROPOSER to clarify any response; contact any current users of a PROPOSER'S services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at VCTC's sole option, be conducted with responsible PROPOSERS who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements. PROPOSERS shall be provided fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submission and before award for obtaining best and final proposals. In conducting discussions, VCTC will not disclose information derived from proposals submitted by competing PROPOSERS. VCTC reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

PROPOSERS who meet the minimum qualifications of this section may be invited to make oral presentations.



17.5 PHASE 2 – PRESENTATION AND INTERVIEW

Finalist candidates may be invited to make a presentation to the Review Committee and answer questions about their proposal. The purpose of this second phase is two-fold: to present the proposal in-person and to further clarify and resolve any outstanding questions or issues about the PROPOSAL. VCTC may at its sole discretion waive this portion of the review process, or modify the process, if VCTC deems it to be in the best interests of the program.

At least seven (7) days prior to oral presentations, invited firms will be provided a list of questions to be responded to as part of PROPOSER'S presentation to the Review Committee.

Oral Proposals will be scored based on the following:

- A. QUALITY AND THOROUGHNESS OF PRESENTATION – **25 POINTS**
- B. RESPONSES TO WRITTEN QUESTIONS – **25 POINTS**
- C. DEMONSTRATED UNDERSTANDING OF CONTRACT REQUIREMENTS – **25 POINTS**
- D. OPERATIONS AND MAINTENANCE METHODOLOGY – **25 POINTS**

17.6 APPROVAL OF REVIEW COMMITTEE RECOMMENDATION

Contract award will be based on a combination of factors that represent the best overall value for completing the work as determined by VCTC, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

The Review Committee's recommendation must be approved by a vote of the Ventura County Transportation Board of Commissioners in order for a contract to be awarded.

A Notification of Intent to Award may be sent to any PROPOSER selected. Award is contingent upon the successful negotiation of final contract terms and approval by the VCTC Commission. Negotiations shall be confidential and not subject to disclosure to competing PROPOSERS unless an agreement is reached. If contract negotiations cannot be concluded successfully, VCTC in its sole discretion may negotiate a contract with another PROPOSER or withdraw the RFP.

17.7 CONFERENCE DURING PROPOSAL REVIEW AND CONTRACT AWARD PROCESS

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 **Section 17**. PROPOSERS shall not communicate in any manner with VCTC personnel regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the Chair of the Review Committee. **Failure to comply with this requirement will automatically terminate further consideration of PROPOSAL by that PROPOSER.**



17.8 PROTEST PROCESS

Please refer to **Exhibit 6**.

18.0 PROPOSAL PRICING

The proposed costs, as provided in the cost proposal items **A and B** below, will be evaluated as PROPOSER'S most favorable terms and conditions. In evaluating Proposals, VCTC may communicate with one or more of PROPOSERS for the purpose of obtaining additional clarifying information. If requested to submit additional information, a PROPOSER will not be permitted to embellish or change the original cost proposal unless directed by VCTC.

A. REVENUE HOUR COSTS – MAY 4, 2027 – JUNE 30, 2028

Provide a unit cost for the line item(s). Failure to complete this table will cause PROPOSAL to be rejected as non-responsive. The number of hours listed below reflect approximately fourteen (14) months of service. Annual hours for base years two and beyond will be set at 75,000 hours unless adjusted per the methods described in the RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	VCTC Fixed Route Intercity Bus Service	87,000	Hour	\$	\$

B. MAINTENANCE (for purposes of the RFP, the 57 days between May 4, 2027, and June 30, 2027 will count as two full months of maintenance. Please quote for fourteen (14) months of maintenance.

Provide a unit cost for line items. Failure to complete **all** line items in this table will cause PROPOSAL to be rejected as non-responsive. Number of units listed is as of September 30, 2026. As part of Contract negotiations, these numbers and corresponding costs will be adjusted to reflect expected costs for base year one plus fifty-seven (57) days of the contract.

Proposals that provide uniform costs for each bus type or that fail to provide a response for each row will be rejected as non-responsive.

TO COMPETE ITEM B,
PLEASE REFER TO CHART ON NEXT PAGE



Line Item	Description	Number of Units	Unit of Measure	Unit Cost	Total (14 months)
1	Diesel Bus: 0-36 months in service or 0-250,000 miles	10	Per month	\$	\$
2	Diesel Bus: 37-72 months in service or 250,001-500,000 miles	3	Per month	\$	\$
3	Diesel Bus: 73-108 months in service or 500,001-750,000 miles	0	Per month	\$	\$0
4	Diesel Bus: 109-144 months in service or 750,001-1,000,000 miles	23	Per month	\$	\$
5	Diesel Bus: 145-179 months in service or 1,000,001-1,200,000 miles	0	Per month	\$	\$0
6	Diesel Bus: In excess of 180 months in service or 1,200,001 miles	0	Per month	\$	\$0
7	Electric Bus - 0-36 months in service or 0-250,000 miles	5	Per month	\$	\$
8	Electric Bus: 37-72 months in service or 250,001-500,000 miles	0	Per month	\$	\$0
9	Electric Bus: 73-108 months in service or 500,001-750,000 miles	0	Per month	\$	\$0
10	Electric Bus: 109-144 months in service or 750,001-1,000,000 miles	0	Per month	\$	\$0
11	Mobility Support Van: 0-60 months in service or 0-150,000 miles	1	Per month	\$	\$
12	Mobility Support Van: over 61 months or 150,000 miles	0	Per month	\$	\$0
TOTAL B				-	\$
TOTAL A + B				-	\$

The total cost for cost items A (page 115) and B (page 116):

_____.

(write out cost using only words)



EXHIBIT 1 – VEHICLE INVENTORY AS OF SEPTEMBER 30, 2026

Vehicle	Make	Model	Seats	Length	Fuel	In-Service Date	Engine	Year	Odometer
302	MCI	D4500	57	45	Diesel	12/14/2014	Cummins	2015	731,975
303	MCI	D4500	57	45	Diesel	12/15/2014	Cummins	2015	666,580
304	MCI	D4500	57	45	Diesel	12/15/2014	Cummins	2015	642,970
306	MCI	D4500	57	45	Diesel	12/17/2014	Cummins	2015	724,077
307	MCI	D4500	57	45	Diesel	12/16/2014	Cummins	2015	794,057
308	MCI	D4500	57	45	Diesel	12/12/2014	Cummins	2015	669,308
310	MCI	D4500	57	45	Diesel	12/17/2014	Cummins	2015	748,590
312	MCI	D4500	57	45	Diesel	12/17/2014	Cummins	2015	708,890
314	MCI	D4500	57	45	Diesel	12/18/2014	Cummins	2015	666,428
315	MCI	D4505	53	45	Diesel	5/19/2015	Cummins	2015	761,433
316	MCI	D4505	53	45	Diesel	6/11/2015	Cummins	2015	764,670
317	MCI	D4505	53	45	Diesel	5/20/2015	Cummins	2015	820,555
319	MCI	D4505	53	45	Diesel	5/21/2015	Cummins	2015	712,558
321	MCI	D4505	53	45	Diesel	5/14/2015	Cummins	2015	774,713
323	MCI	D4505	53	45	Diesel	5/18/2015	Cummins	2015	854,601
325	MCI	D4505	53	45	Diesel	4/29/2015	Cummins	2015	775,952
330	MCI	D4500	57	45	Diesel	3/30/2016	Cummins	2015	600,929
331	MCI	D4500	57	45	Diesel	12/23/2016	Cummins	2016	774,713
332	MCI	D4500	57	45	Diesel	12/23/2016	Cummins	2016	542,350
333	MCI	D4500	57	45	Diesel	4/30/2019	Cummins	2018	482,741
334	MCI	D4500	57	45	Diesel	4/30/2019	Cummins	2018	423,777
335	MCI	D4500	57	45	Diesel	4/30/2019	Cummins	2018	428,325
309	MCI	D4500	57	45	Diesel	12/18/2014	Cummins	2015	600,678
318	MCI	D4505	53	45	Diesel	5/15/2015	Cummins	2015	858,251
320	MCI	D4505	53	45	Diesel	5/12/2015	Cummins	2015	778,454
322	MCI	D4505	53	45	Diesel	5/6/2015	Cummins	2015	834,565
324	MCI	D4505	53	45	Diesel	5/25/2015	Cummins	2015	705,890
336	BYD	C10M	53	45	Electricity	11/3/2025	BYD	2023	20,023
337	BYD	C10M	53	45	Electricity	11/3/2025	BYD	2023	11,853
338	BYD	C10M	53	45	Electricity	11/3/2025	BYD	2023	20,401
339	BYD	C10M	53	45	Electricity	11/3/2025	BYD	2023	4,927
340	BYD	C10M	53	45	Electricity	At Factory	BYD	2023	N/A
341	MCI	CRT LE	54	45	Diesel	5/1/2025	Cummins	2025	64,236
342	MCI	CRT LE	54	45	Diesel	4/1/2025	Cummins	2025	79,542
343	MCI	CRT LE	54	45	Diesel	4/1/2025	Cummins	2025	79,248
344	MCI	CRT LE	54	45	Diesel	10/28/2025	Cummins	2025	46,963
345	MCI	CRT LE	54	45	Diesel	5/1/2025	Cummins	2025	79,318
346	MCI	CRT LE	55	46	Diesel	On Order	Cummins	2025	N/A
347	MCI	CRT LE	55	46	Diesel	Delivered	Cummins	2025	N/A
348	MCI	CRT LE	55	46	Diesel	Delivered	Cummins	2025	N/A
349	MCI	CRT LE	55	46	Diesel	Delivered	Cummins	2025	N/A
350	MCI	CRT LE	55	46	Diesel	Delivered	Cummins	2025	N/A
TBD	Chrysler	Voyager	5	16	Gasoline	On Order	Chrysler	2024	N/A

**REPOWERED 2024
ORDERED**



EXHIBIT 2 – FTA CONTRACT CLAUSES

Required for all Contracts

No Obligation by the Federal Government

VCTC and 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, CONTRACTOR, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

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

Required for all Contracts

Program Fraud and False or Fraudulent Statements and Related Acts

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, 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, 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 CONTRACTOR to the extent the Federal Government deems appropriate.

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 the 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 CONTRACTOR, to the extent the Federal Government deems appropriate.

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

Required for all Contracts

Access to Third Party Contract Records

1. Record Retention. The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.



2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its sub-contractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

Required for all Contracts
Federal Changes

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 the FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by CONTRACTOR to 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, CONTRACTOR shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

Required for all projects over \$10,000
Termination

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

Termination for Default [Breach or Cause] - If CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, CONTRACTOR fails to perform in the manner called for in the contract, or if CONTRACTOR fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be affected by serving a notice of termination to CONTRACTOR setting forth the manner in which CONTRACTOR is in default. 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 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 CONTRACTOR, the VCTC, after setting up a new delivery of performance schedule, may allow 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 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.

Termination for Convenience (Professional or Transit Service Contracts) - VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the VCTC's interest. 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.

Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, VCTC may terminate this contract for default. VCTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VCTC.

Termination for Default (Transportation Services) - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the VCTC may terminate this contract for default. VCTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of VCTC goods, the Contractor shall, upon direction of VCTC protect and preserve the goods until surrendered to the VCTC or its agent. The Contractor and VCTC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VCTC.



Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, VCTC may terminate this contract for default. VCTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, VCTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to VCTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by VCTC in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of VCTC, acts of another contractor in the performance of a contract with VCTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within 10 days from the beginning of any delay, notifies VCTC in writing of the causes of delay. If, in the judgment of VCTC, the delay is excusable, the time for completing the work shall be extended. The judgment of VCTC shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of VCTC.

Required for all Contracts

Federal Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any sub-contractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - A. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.



- B. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Required for all Contracts
Incorporation of FTA Terms

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 sub-contractor or supplier as a result of such direction, CONTRACTOR may request VCTC, and in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Required by all projects greater than \$25,000
Debarment and Suspension (refer to Exhibit 3, Form H)

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.



Recipients, contractors, and sub-contractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by:

- A. checking the SAM exclusions;
- B. collecting a certification from that person (found below); or
- C. adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - A. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspension,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified
 - B. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,
 - C. It is 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 the preceding subsection 2.b of this Certification,
 - D. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - E. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - F. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:



1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

G. It will require that each covered lower tier contractor and sub-contractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Refer to **Exhibit 3, Form H**, complete and sign. Failure to return signed exhibit will render your submission non-qualifying.

Required for all Contracts

Buy America

1. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2. For purposes of this section:
 - A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - B. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 - C. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184



Required for Construction Projects, Materials, and Supplies greater than \$150,000

Buy America

CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for fifteen passenger vans and fifteen passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier sub-contractors.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.

Required for contracts over \$350,000

Breach of Contract

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 (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon CONTRACTOR and CONTRACTOR shall abide by the decision.

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the (Recipient) and 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 in which the (Recipient) is located.

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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded to



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.

Required for all FTA Contracts over \$100,000

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.

Required for contracts over \$150,000

Clean Air

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 City that the governing air pollution control criteria will be met. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 under this Contract.

Required for contracts over \$150,000

Clean Water

1. 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. CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
2. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

Required for all Contracts

Fly America Requirements

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. 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. CONTRACTOR agrees to



include the requirements of this section in all subcontracts that may involve international air transportation.

Required for Operations, Management, Rolling Stock, Construction Projects over \$2,500 Contract Work Hours And Safety Standards Act

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Overtime Requirements. No contractor or sub-contractor 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.

Violation; Liability For Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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.

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 CONTRACTOR or sub-contractor 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



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

Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by 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(a)(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, 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.

Required for Professional Services, Construction, and Materials/Supplies

Seismic Safety

CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a sub-contractor, complies with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Required for Operations and Management Projects

Transit Employees Protective Act

CONTRACTOR agrees to the comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that the FTA determines that transit operations are involved, 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. CONTRACTOR agrees to conduct 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 the 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.

2. 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, 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. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
3. 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, 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.

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

Required for Operations and/or Management Projects

Charter Service and School Bus Operations

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any sub-contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.



The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Required for all Contracts

Federal Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

Required for Operations and Management Programs

Drug and Alcohol Testing

The Recipient agrees to comply and assures its Third Party Participants will comply with: (a) Federal transit laws, specifically 49 U.S.C. § 5331, as amended by MAP-21, (b) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, and (c)



Applicable provisions of DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. part 40, and (2) Remedies for Non-Compliance.

Recipient agrees that if the FTA determines that a Recipient of funds or a Third-Party Participant receiving funds under 49 U.S.C. Chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third-Party Participant from receiving all or a portion of the Federal transit assistance it would otherwise receive.

Required for all Contracts

Safe Operation of Motor Vehicles

Seat Belt Use. CONTRACTOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Distracted Driving, Including Text Messaging While Driving. CONTRACTOR agrees to comply with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and the following U.S. DOT Special Provision pertaining to Distracted Driving. CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract, or when performing any work for or on behalf of VCTC. CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. CONTRACTOR agrees to include the provisions of the preceding sentence in its subcontracts entered into under this Contract.

Required for all Contracts

Additional Notice to U.S. DOT Inspector General

CONTRACTOR must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the *Recipient* is located, if CONTRACTOR has knowledge of potential fraud, waste, or abuse occurring on a Contract receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement, or another agreement funded through FTA. It also applies to sub-contractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of CONTRACTOR. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of CONTRACTOR, including divisions tasked with law enforcement or investigatory functions.



Required for all Contracts

Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Required for Operations and Management, Construction and Materials and Supplies Projects greater than \$10,000

Recycled Products

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. The CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. The Contractor will include this clause in all subcontracts, including this sentence.

Required for all Contracts

National Intelligent Transportation Systems (ITS) Architecture and Standards

The Recipient agrees to: (1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and (2) Except as the Federal Government determines otherwise in writing, follow: (a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and (b) Other applicable Federal guidance.

Required for all Contracts

Access Requirements for Persons with Disabilities (ADA)

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;



- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

Required for Rolling Stock Purchases
Bus Testing Certification

CONTRACTOR [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.



Required for Rolling Stock Purchases over \$100,000

Pre-Award and Post-Delivery Audit Requirements

CONTRACTOR agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- A. **Buy America Requirements:** CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- B. **Solicitation Specification Requirements:** CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- C. **Federal Motor Vehicle Safety Standards (FMVSS):** CONTRACTOR shall submit
 - 1. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or
 - 2. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Required for all Contracts

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- 1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain covered telecommunications equipment or services;
 - B. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- 2. As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:
 - A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);



- C. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- 3. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - 4. In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
 - 5. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
 - 6. For additional information, see section 889 of Public Law 115232 and 200.471.

Required for all Contracts

Incorporation of Federal Transit Administration (FTA)

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 request which would cause a violation of the FTA terms and conditions.

Required for all Contracts

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP))

Prompt Payment

The contractor is required to pay its sub-contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those sub-contractors within 30 days after the sub-contractor's work related to this contract is satisfactorily completed.



Required for all Contracts

Federal Tax Liability and Recent Felony Convictions

1. The contractor certifies that it:

- A. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

2. Flow Down.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

Required for all Contracts

Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Required for all Contracts

Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- 1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- 2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- 3. Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

THIS SECTION INTENTIONALLY BLANK



EXHIBIT 3 – REQUIRED FORMS

FORM A - NON-COLLUSION AFFIDAVIT

I, _____, hereby declare as follows:

I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature _____

Printed Name _____

Title _____

Organization _____

Mailing Address _____

City, State & Zip _____





FORM B - INTERESTS AND GRATUITIES

Proposer by its signature below, certifies that except as disclosed below, Proposer, its officers, employees and their immediate families have not offered or given a gratuity in any form including, without limitations, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any officer or employee or their immediate families within the preceding twelve (12) months. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars), or less per year; or (2), any perishable item (flowers or food) of any value, except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not the subject of this Certification.

Proposer further certifies that except as disclosed below, Proposer, its officers, employees, and their immediate families presently have no interest nor within the preceding twelve (12) months had any interest including, without limitation, any business or personal relationship that would appear to conflict with the performance of services required to be performed under this Contract. Interests and relationships that may reasonably be viewed as creating a potential or actual conflict of interest shall be disclosed.

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM C - CERTIFICATE OF RESTRICTION ON LOBBYING

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

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

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM D - W-9

Provide a copy of your firm's completed W-9 form.

[Form W-9 \(Rev. March 2024\)](#)





FORM E - WORKERS COMPENSATION INSURANCE CERTIFICATE

The Proposer will execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM F - BUY AMERICA CERTIFICATE

Equipment, Materials and Services

Certification requirement for procurement of buses, other rolling stock, and associated equipment.

The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, or manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for fifteen passenger vans and fifteen passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be **rejected as nonresponsive**. This requirement does not apply on lower tier sub-contractors.

Sign only A or B.

A. Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm

Buy American - Continued



B. Certification for Non-Compliance with 49 U.S.C. 5323(j)(1).

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49CFR 661.7

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM G - FEDERAL MOTOR VEHICLE SAFETY STANDARDS

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

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

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

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM H - CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM I – ADDENDUM ACKNOWLEDGMENT FORM

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





FORM J – PROPOSER CERTIFICATION STATEMENT

FIRM NAME OF PROPOSER

NAME OF LEAD REPRESENTATIVE

TITLE

EMAIL OF LEAD REPRESENTATIVE

FIRM ADDRESS

FIRM TELEPHONE

FIRM FAX

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

Signature of Authorized Representative

Date

Printed Name and Title

Name of Firm





EXHIBIT 4 - RATP-DEV COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL 186

For a copy of the PDF document, click this link:

<https://www.goventura.org/wp-content/uploads/2026/08/CBA-VCTC-Teamsters-Local-186.pdf>





EXHIBIT 5 – SAMPLE AGREEMENT

Note: This sample contract is for reference only. Where indicated in RFP, specific contract provisions will be added, deleted, or modified from this format through negotiation prior to contract execution.

VENTURA COUNTY TRANSPORTATION COMMISSION INTERCITY TRANSIT SERVICES AGREEMENT

This Intercity Transit Services Agreement (“Agreement”), dated as of __, 2027 (“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 wishes to contract out daily management, operation, and maintenance functions of Intercity Transit Service; 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.
 - a. “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.



- b. “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.
- c. “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.
- d. “Key Personnel” refers to the following CONTRACTOR employee positions: Project Manager (also referred to as General Manager), and Maintenance Manager.
- e. “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.
- f. “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.
- g. “Recovery” refers to the extra driver service time scheduled between trips that is not included on published schedules distributed for public consumption.
- h. “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 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.
- i. “Driver Break” or “10-minute break” used herein refers to the legally required paid rest breaks given to drivers while in the field.
- j. “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.
- k. “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.
- l. “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.



- m. "Calendar Day(s)" all days of the week, excluding days when federally recognized holidays occur and VCTC transit service is not operated.
 - n. "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.
 - o. "Spare vehicles" refers to revenue vehicles that are not in use but available for service.
 - p. "Special Services" refers to the types of services listed in Section 5.3 of the RFP including but not limited to: Special event shuttle services, participation in parades, travel training programs, events with VCTC vehicles on display, other public outreach events, specialized transit programs and equipment, emergency preparedness drills, emergency evacuations, bus bridge service for Metrolink train service interruptions
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), and Exhibit "D" (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. In event of a conflict or inconsistency between either or both Exhibit A and Exhibit B and the terms of Exhibit "C, Exhibit A and/or Exhibit B shall control.
5. Term. The term of this Agreement shall begin on May 4, 2027, and shall end on June 30, 2032 ("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 four (4) additional years, either as two (2) individual two (2) year extensions or a single four (4) year extension. In the event VCTC exercises its option(s) to extend this Agreement, VCTC will provide written notice of its decision to exercise Option(s) no later than six (6) months prior to the expiration of the Initial Term. To exercise subsequent options, 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 term.

The exercise of the options shall be within the sole discretion of VCTC and the exercise of one option does not guarantee or mean that the succeeding option will be 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
Effective Date	TBD	N/A
Initial Term	5/4/2027	6/30/32
Option One	7/1/32	6/30/34
Option Two	7/1/34	6/30/36

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 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 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:
 - a. CONTRACTOR shall be paid a single fixed hourly rate for billable hours operated. VCTC shall set the total number of scheduled hours.

Billable hours for revenue service for the purposes of this Agreement shall be consistent with NTD definition of revenue service and shall include all times buses are in service from scheduled start of day route timepoint until last passenger drop off at a scheduled timepoint billed in minute increments. Specifically excluded from Revenue Hour billing is:

- Deadhead time – time when the vehicle travels from yard to first time point and from last time point to yard.
- Operating training.
- Maintenance testing.
- Charter service and other non-public transportation activities.

This billable time is 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.

The rate per revenue hour will be set at \$_____ per VRH for year one and fifty-seven (57) days of the initial Agreement term and will adjust annually according to Consumer Price Index (CPI) formula, not to exceed five (5) percent per year. In the



event the calculated CPI is zero or negative, the existing rate shall apply for the following fiscal year.

CPI will be calculated according to this formula described in Section 10 below.

- b. CONTRACTOR shall be paid a fixed rate per bus, per month, for all required maintenance excluding those items specifically articulated that are at additional cost. Rate shall be based on the type, months in service, and mileage of the bus and shall adjust automatically as the bus increases in months in service and mileage. The monthly billing will be according to the chart contained in Exhibit C. Monthly maintenance rates shall be adjusted annually by CPI formula in Section 10 below.
- c. CONTRACTOR shall be paid for all fuel consumed by revenue vehicles at CONTRACTOR'S cost, upon presentation of an invoice and detailed backup up to the annual maximum reflected in Exhibit [INSERT]. Fuel shall include Diesel and Unleaded Gasoline.
- d. CONTRACTOR shall be paid for all engine and transmission rebuilds as defined in the RFP and shall be reimbursed per RFP described calculation, upon presentation of an invoice with detailed backup describing all labor, parts, and materials in accordance with the pricing reflected in Exhibit [INSERT].
- e. CONTRACTOR shall be paid for all Special Services at a mutually agreed to rate for special and ancillary services as may be mutually agreed to by the CONTRACTOR and VCTC so long as such Special Service is listed in the RFP or is within the commonly accepted scope of providing like transit services. Such Special Services and rates will be agreed to in writing prior to execution of services.
- f. Rates and maximum compensation for optional extension years shall be negotiated not less than ninety (90) day prior to the expiration of the Initial Term or option previously exercised.
- g. 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. Unless a facility is provided by VCTC, 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; 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 in Exhibit C, but not to exceed the annual budget approved by COMMISSION or the Maximum Compensation shown above, 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 each year.
- a. Contractor Invoice: CONTRACTOR shall submit monthly invoices for payment with documentation thereof in the form and number required by COMMISSION within ten (10) business days or fifteen (15) calendar days, whichever is sooner. These invoices shall be based on the fixed hourly rate(s) contained in the agreement and the actual amount of vehicle revenue service hours operated. 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. If CONTRACTOR determines additional charges were inadvertently excluded from an applicable invoice, CONTRACTOR may only submit payment for these charges on subsequent invoices within the same fiscal year. VCTC shall not be obligated to pay any identified charges outside of the current fiscal year for prior fiscal years.
 - 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 financial penalties, punitive penalties, or liquidated damages assessed against CONTRACTOR shall be deducted from the payments to CONTRACTOR. Any financial or punitive penalties or 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 rates set forth in Section 8 of this Agreement shall be adjusted based on the same increase in the Consumer Price Index (CPI), Los Angeles-Long Beach-Anaheim, CA area, All Urban Consumers, Current Series, All Goods, Non-seasonally Adjusted, (data set CUURS49ASA0) but in no event, more than 5% per year. The adjustment in rates will be the difference in CPI between July of the previous year, and June of the current year, as published by the Bureau of Labor Statistics as of July 30. In the event publishing of statistics is delayed beyond that date, calculation will be made as soon as data is available, and any adjustment shall be made retroactively to any invoices previously received for the current fiscal 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 Exhibit [TBD], attached to 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 cases of discharge or lack of notice by employee.



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 Program Manager within forty-eight (48) hours when any Key Personnel positions become vacant. Failure to provide notice may result in financial and other penalties. For purposes of this section, Key Personnel refer to all Management and Supervisory staff and all “A” level Maintenance Technicians.

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 fully burdened salary equivalent of the unfilled position deducted from CONTRACTOR invoices by the COMMISSION for all required positions unfilled after thirty (30) calendar days.

Failure by the CONTRACTOR to continually maintain minimum staffing levels shall be considered failure to perform and may subject CONTRACTOR to a cure or quit notice. 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, supervisory, and maintenance personnel to perform the services pursuant to this Agreement.

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 six (6) 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 sub-contractors 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 sub-contractors 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. CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold harmless VCTC in accordance with Section 22 below in connection with any and all claims by CONTRACTOR or any of its employees, agents, and/or sub-contractors 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, as may be amended from time to time, and shall ensure that any sub-contractors also comply therewith. The provisions contained in the FTA Requirements attached to this Agreement in Exhibit "D" 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 federal, state, and local laws, regulations, rules, and directives applicable to the performance of the work hereunder.
19. Licenses and Permits. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, and any sub-contractors 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 sub-contractors 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, sub-contractors, 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 or cancellation of funding; 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. A performance bond will be required for this Agreement. Prior to April 30, 2027, and annually thereafter on or before June 30, CONTRACTOR shall provide VCTC with surety bonds or a letter of credit in the amount equal to seventy-five percent (75) of estimated Agreement expenditures for each of years one and two of the Agreement, and fifty (50) percent for each of years three through five. Bond requirements for extension years shall be negotiated and determined prior to the start of any such extension. Annual surety bonds or letter of credit amounts will be rounded to the nearest one thousand dollars.

For the purposes of this section (Section 21.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, 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:

Contract Year	Total Contract Price	Percent Applied	Bond Amount
Year 1 + 57 days		75%	
Year 2		75%	
Year 3		50%	
Year 4		50%	
Year 5		50%	

The percentage requirement for any option exercised will be negotiated before execution of Contract amendment.

- 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.
- iii. At all times the Agreement is in effect, CONTRACTOR shall cause its personnel assigned to the Agreement to be covered under an appropriate bond protecting VCTC from employee theft up to a minimum amount of \$200,000 with respect to any one occurrence by PROPOSER’S employees.

b. Insurance Requirements:

The CONTRACTOR shall procure and maintain for the duration of the Agreement 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 sub-contractors.

- i. Prior to Contract execution, CONTRACTOR shall furnish the following:
 - 1. Certificate of insurance evidencing satisfaction of required coverages.
 - 2. Signed copies of the specified endorsements for each policy.
 - 3. Upon VCTC written request, certified copies of insurance policies, submitted within thirty (30) days of request.
- ii. MINIMUM SCOPE OF INSURANCE
CONTRACTOR, at its own cost and expense, will procure and maintain during the term of this Agreement all liability insurance coverage of the following types, written on an "occurrence" form and with not less than the following limits of liability:



iii. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Commercial General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$10,000,000 per occurrence, \$ 20,000,000 general aggregate for bodily injury, personal and advertising injury, and property damage, including with limitation, blanket contractual liability. This coverage will include, but not be limited to:

4. Operations - Premises Liability
5. Independent Contractors Liability - Broad Form
6. Contractual Liability covering CONTRACTOR's obligations herein
7. Personal Injury Liability extending to claims arising from employees of CONTRACTOR
8. Completed Operations and Products Liability

iv. **AUTOMOBILE LIABILITY INSURANCE FOR PROPERTY AND LIABILITY COVERAGE FOR OWNED AND NON-OWNER HIRED AUTOMOBILES**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$25,000,000 combined single limit for each accident.

v. **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. 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.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
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 vehicles. CONTRACTOR shall provide the VCTC with a Certificate of Insurance showing compliance with the requirements of this paragraph.



4. 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.

vi. **WORKERS COMPENSATION INSURANCE**

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Contractor shall submit to VCTC, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of VCTC, its officers, agents, employees, and volunteers for all work performed by Contractor, its employees, agents, and sub-contractors.

vii. **SEXUAL MISCONDUCT LIABILITY**

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation at least as broad as Insurance Services form CA 00 01 or the exact equivalent for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement covering employer's liability limits in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.

viii. **POLICY LIMITS AND MODIFICATIONS**

If CONTRACTOR maintains higher limits than the minimum shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VCTC.

Required minimum insurance limits are for the base term of the Agreement only. VCTC reserves the right to request higher insurance limits for any optional extensions of the Agreement.

OTHER INSURANCE PROVISIONS

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

a. **ADDITIONAL INSURED STATUS**

- i. VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and Automobile policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. VCTC's partner agencies including City of Camarillo, City of Fillmore, City of Moorpark, City of Oxnard, City of San Buenaventura, City of Santa Paula, City of Simi Valley, City of Thousand Oaks, City of Carpinteria, City of Santa Barbara, City of



Goleta, County of Santa Barbara, Santa Barbara County Association of Governments, State of California, and Trustees of California State University, and the employees, officers and agents of each of them shall also be covered as additional insureds for the respective services provided by Contractor. General liability coverage can be provided in the form of an endorsement to 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). The provision shall also apply to any excess liability policies. In addition, CONTRACTOR shall ensure that the automobile liability policy contains a provision covering VCTC as an additional insured and shall obtain an endorsement to that effect if it does not.

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

"The Agencies as specified by the VCTC agreement(s) including City of Camarillo, City of Fillmore, City of Moorpark, City of Oxnard, City of San Buenaventura, City of Santa Paula, City of Simi Valley, City of Thousand Oaks, City of Carpinteria, City of Santa Barbara, City of Goleta, County of Santa Barbara, Santa Barbara County Association of Governments, State of California, and Trustees of California State University, and the employees, officers and agents of each of them shall also be covered as additional insureds."

ii. **EXCESS INSURANCE**

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City as required in written Agreement before VCTC's own insurance or self-insurance shall be called upon to protect it as a named insured. Use of self-insurance must be approved by VCTC. Self-insurance shall not exceed twenty (20) percent of required insurance. Umbrella or excess insurance shall not exceed fifty (50) percent of required coverage.

- iii. 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).



iv. VCTC'S RIGHT OF ENFORCEMENT

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, VCTC has the right but not the duty to obtain the insurance it deems necessary and any premium paid by VCTC will be promptly reimbursed by CONTRACTOR, or VCTC will withhold amounts sufficient to pay premium from Contractor's payments. In the alternative, VCTC may cancel Agreement.

v. VCTC'S RIGHT TO REVISE SPECIFICATIONS

VCTC reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional costs to CONTRACTOR, VCTC and CONTRACTOR may renegotiate CONTRACTOR'S compensation.

vi. PRIMARY AND NON-CONTRIBUTORY COVERAGE

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VCTC, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

vii. NOTICE OF CANCELLATION

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to VCTC.

viii. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or 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 sub-contractor 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 Insured. 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.



ix. ACCEPTABILITY OF INSURERS

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII.

x. WAIVER OF SUBROGATION

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against VCTC, its officers, officials, employees, or volunteers or shall specifically allow CONTRACTOR, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONTRACTOR hereby waives his own right of recovery against VCTC and shall require similar written express waivers and insurance clauses from each of its sub-contractors. Copies of these waivers shall be submitted to VCTC prior to commencement of work.

xi. CLAIMS MADE POLICIES

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

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under Agreement.

xii. VERIFICATION OF COVERAGE

CONTRACTOR shall provide VCTC with copies of certificates (on VCTC certificate form or an Accord form as modified per VCTC direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to VCTC. All certificates and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the beginning of the work shall not waive 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.



xiii. SUB-CONTRACTORS

CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that VCTC is an additional insured on insurances required from sub-contractors. For CGL coverage, sub-contractors shall provide coverage with a form at least as broad as CG20380413.

xiv. WASTING POLICIES

No policy required by this Section shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

xv. REMEDIES

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:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement.
2. 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.

xvi. MATERIAL BREACH

If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to Agreement, CONTRACTOR shall be deemed a material breach of Agreement. VCTC, at its sole option, may terminate Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, VCTC may purchase such required Insurance coverage and, without further notice to CONTRACTOR, VCTC 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 VCTC.

22. INDEMNIFICATION. To the fullest extent allowed by law, CONTRACTOR will defend, indemnify and hold harmless: Ventura County Transportation Commission, County of Ventura, City of Camarillo, City of Fillmore, City of Moorpark, City of Oxnard, City of San Buenaventura, City of Santa Paula, City of Simi Valley, City of Thousand Oaks, City of Carpinteria, City of Santa Barbara, City of Goleta, County of Santa Barbara, Santa Barbara County Association of Governments, State of California, and Trustees of California State University, and the employees, officers and agents of each (VCTC Group) of them from any and all liability costs, damages or expenses, including attorneys' fees, arising out of or incurred in connection with CONTRACTOR and its employees', agents', and sub-contractors' acts or omissions in the performance of the services provided



pursuant to this Agreement, including any liability related to CONTRACTOR or any of CONTRACTOR's employees, agents, and/or sub-contractors claims to be employees of VCTC for purposes of PERS or any other benefits of VCTC employment, and CONTRACTOR 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 such 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. The indemnification obligations contained in this Section shall survive termination or expiration of this Agreement.

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 Agreement.

- a. Termination for Cause. VCTC may at any time prior to completion of the work, terminate the Agreement with the CONTRACTOR for cause. For cause termination includes but is not limited to: (1) a material breach of this Agreement by the CONTRACTOR, (2) CONTRACTOR'S bankruptcy, insolvency, or assignment for the benefit of creditors. Without limiting the generality of the foregoing and in addition to those instances referred to elsewhere in this AGREEMENT as a breach, a "material breach" shall include, but not be limited to, the following: (i) failure to supply enough properly skilled workers or proper materials to properly perform the Services required under this AGREEMENT; (ii) failure to make prompt payment to Sub-contractors or Suppliers for materials or labor; (iii) failure to maintain insurance policies and coverages or payment and performance bonds, or fails to provide proof of bonding, insurance or copies of insurance policies as required by this AGREEMENT; (iv) suspension or revocation of any license, permit, or registration necessary for the performance of the CONTRACTOR's obligations; (v) A pattern of repeated failures to achieve the performance metric or metrics defined in the Agreement; (vi) CONTRACTOR fails to comply with procedures to replace or fill a Key Personnel position in accordance with the requirements of this Agreement; (vii) failure to provide Service within agreed performance standards as evidenced by VCTC inspection, through surveys, or by communications from users of a service and (viii) CONTRACTOR makes a statement to any representative of VCTC indicating that the CONTRACTOR cannot or will not perform any one or more of its obligations under this AGREEMENT.
- b. VCTC shall give CONTRACTOR fourteen (14) calendar days' prior written notice of its intent to terminate the AGREEMENT for any material breach on the part of CONTRACTOR. If, at the end of the notice period of fourteen (14) calendar days, the CONTRACTOR has not commenced correction of its performance in a manner reasonably acceptable to VCTC or provided a plan for correction reasonably acceptable to VCTC, then VCTC may immediately thereafter exercise its right of termination.

Termination shall be affected by giving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. Upon notice of termination, 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.



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

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. CONTRACTOR shall not be relieved of liability to VCTC for damages sustained by VCTC arising from CONTRACTOR'S breach of this AGREEMENT and VCTC shall have the right to set-off any such amounts it incurs in order to complete the work, any damages it sustains, or any costs it incurs that are otherwise related to the termination of CONTRACTOR against any payments owed to CONTRACTOR for that portion of the work which has been completed and accepted by VCTC. Notwithstanding anything to the contrary contained herein, VCTC's rights provided for in this section include the right to seek damages from CONTRACTOR for lost fare revenue.

In addition, in VCTC's sole discretion, the CONTRACTOR may 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 Agreement rates will not be renegotiated for the remainder of the Agreement, unless entering an option year of the Agreement in which case the rate will be increased only by CPI pursuant to this Agreement. If VCTC terminates the AGREEMENT for cause, then VCTC will be entitled to offset the cost of paying the CONTRACTOR for any additional resources the CONTRACTOR utilized in providing transition assistance from any damages VCTC may have otherwise accrued as a result of the termination.

- c. 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 (45) days written notice to CONTRACTOR. If this Agreement is terminated, VCTC shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination.

Similarly, VCTC retains the right to terminate the work of a sub-contractor for convenience, or any cause, including but not limited to default by the sub-contractor 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 Agreement 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. 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, and 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.

31. 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 it is greater than three hours, reimbursement shall be at the Out of Contract Rate to be established by separate letter agreement between the Parties.



32. **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.
33. **Conduction of Surveys and Data Collection Activities.** 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.
34. **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 Meeting 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 Services.** 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 ensure 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 Agreement 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, timecards, 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/Venue. 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 and shall be venued in the court of competent jurisdiction in Ventura County.

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. 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 it 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. Any attempt by CONTRACTOR to assign any rights or obligations under this Agreement is void unless approved in writing by VCTC.
- 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. The CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.
- 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, sub-contractor, 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 here 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

By: _____
Chairperson

CONTRACTOR:

By: _____
Title



ATTEST:

Roxanna Ibarra
Clerk of the COMMISSION

APPROVED AS TO FORM:

Lindsay D'Andrea
General Counsel of the COMMISSION

APPROVED AS TO CONTENT:

Martin R. Erickson
Executive Director of the COMMISSION

SAMPLE



EXHIBIT 6 – PROTEST PROCEDURES

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

A. GENERAL

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

1. A written notice by the Director of Public Transit 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 Director of Public Transit or the Executive Director to disqualify a bidder or sub-contractor.
3. A written recommendation by the Director of Public Transit or Executive Director to the VCTC Board of Commissioners 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:
 - I. The withholding of information is permitted or required by law or regulation; and
 - II. 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.

B. FILING A PROTEST

1. Protests may be filed only by interested parties. Interested parties are defined as prospective bidders on a VCTC contract and sub-contractors 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.
2. 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 Director of Public Transit.



- a. Protest must be addressed to Ventura County Transportation Commission, 751 E. Daily Drive, Suite 420, Camarillo, CA 93010.
- b. 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.
- c. The Executive Director shall provide notice, by 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.

C. VCTC PRELIMINARY RESPONSE TO A PROTEST; MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST

1. 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 B (2.) (c.):
 - a. 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
 - b. The time, date and place of the meeting as described in Section C(2) below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest.
3. 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.

D. FURTHER INVESTIGATION

1. If a protest is not withdrawn pursuant to Section 3 above, the Executive Director shall further investigate the protest with the assistance of the VCTC staff.
2. 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.
3. As part of the investigation, the Executive Director shall establish reasonable ties in which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest.



E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall prepare and distribute to the protestor and all persons specified in Section B(2.)(c.) above:
 - a. 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.
 - b. A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest; and
 - c. Notice of the time, date, and place of the VCTC meeting at which the protest will be considered.
2. 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:
 - a. The intended decision described in Section E(1) (a).
 - b. All written comments received within the submittal period described in Section E(1)(b).
 - c. If the Executive Director has revised his/her intended decision since its distribution pursuant to Section 1 (A), a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

1. 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.
2. The VCTC may elect to defer its decision and direct staff to:
 - a. Further investigate the protest; or
 - b. Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact.
3. 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.

