



*Serving the communities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville,  
and areas of San Bernardino County*

REQUEST FOR PROPOSAL  
(RFP) 2018-14

OPERATIONS AND MAINTENANCE SERVICES

MAY 25, 2018

## NOTICE INVITING PROPOSALS

### 1. Purpose of the Procurement and Period of Performance

The Victor Valley Transit Authority (VVTA) is seeking sealed proposals from interested firms to operate and maintain transit services in the Victor Valley operating out of its Hesperia and Barstow Facilities. The successful Proposer must be capable of providing “turnkey” service to include daily administration, management, service planning, operations, and vehicle maintenance to support VVTA’s Fixed Route and Complementary Paratransit services.

### 2. Obtaining Proposal Documents

Proposal documents may be obtained from Victor Valley Transit Authority, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305 or electronically at [www.vvta.org/bids](http://www.vvta.org/bids). Documents are also available via email request to [cplasting@vvta.org](mailto:cplasting@vvta.org). Proposals requested by courier or via USPS mail shall be packaged and sent only at the Proposers’ expense.

### 3. Proposal Due Date and Submittal Requirements

Proposals must be received by **3:00 PM Pacific Time on Thursday, June 28, 2018.**

3.1 Sealed Proposals shall be delivered to the following address:

Victor Valley Transit Authority  
Attn: Christine Plasting  
Procurement Manager  
17150 Smoke Tree Street  
Hesperia, CA 92345

3.2 Envelopes or boxes containing proposals shall be sealed and clearly labeled with VVTA’s RFP number and the solicitation title: “VVTA RFP 2018-14: OPERATIONS AND MAINTENANCE SERVICES.” **The Pricing Forms shall be in a separate sealed envelope clearly marked “Pricing Forms”**

3.3 Proposers are requested to submit to VVTA one (1) hard copy of the proposals marked “Original,” one (1) hard copy marked “Copy,” and one (1) electronic copy via DVD/CD or thumb/flash drive. A Proposal is deemed to be late if it is received by VVTA after the deadline stated above. Proposals received after the submission deadline shall be returned, unopened to the Proposer. It is the Proposer’s sole responsibility to ensure that the Proposals are received by the Procurement Manager by the date and time stated above.

### 4. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to a proposer responding to this RFP.

### 5. Pre-proposal Meeting and Questions

There will be a non-mandatory Pre-Proposal meeting on Friday, June 8, 2018, at 1:30 PM (PST) at 17150 Smoke Tree Street, Hesperia, CA 92345, in the Board Room A104. The deadline for questions is at 5:00 PM (PST), Friday, June 15, 2018. Prospective bidders must submit written questions to the Procurement Manager at [cplasting@vvta.org](mailto:cplasting@vvta.org). Responses shall be shared with all known prospective proposers by written addenda only. All addenda including all sign-in sheets, questions, and answers posed during the Pre-Proposal meeting, will also be posted to the VVTA website at [www.vvta.org/bids](http://www.vvta.org/bids).

**The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations.**

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## 1. INSTRUCTIONS TO PROPOSERS

### A. PROPOSAL TIMELINE

Date of RFP:	May 25, 2018
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKE TREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, Procurement Manager
Telephone No:	(760)995-3583
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-proposal Conference (Non –Mandatory)	1:30 PM PST, Friday, June 8, 2018
Last Day for Questions	5:00 p.m. PST, Friday, June 15, 2018
Addenda and Answers to questions	2:00 p.m. PST, Thursday, June 21, 2018
Proposals Due Date	3:00 p.m. PST. Thursday, June 28, 2018
Anticipated Award Date	August 20, 2018
Anticipated Contract Start Date	October 1, 2018

### B. DEFINITIONS

**Agreement:** means the agreement to be entered into by VVTA and the successful proposer for the Scope of Work described in this RFP, and includes the term “Contract” when used herein.

**BAFO:** means Best and Final Offer.

**Commencement Date:** means the date the Contractor begins the operation of fixed route services under the Agreement entered into pursuant to this RFP. The anticipated start date for the contract is October 1, 2018.

**Contracting Officer:** means the individual identified in “A. Proposal Timeline” as the VVTA officer or employee with responsibility for implementing and overseeing the procurement process under this RFP. Whenever the term “Contracting Officer” is used in this RFP, it also includes the designated representative thereof.

**Contract Term:** means five-year base term and the two one-year option periods (if exercised by VVTA).

**Contractor:** means the firm, company, corporation, partnership, or association that enters into the Agreement with VVTA to provide the Scope of Work specified in this RFP.

**Days:** means business days recognized by VVTA, except as otherwise specifically indicated herein.

**Deadhead Time:** means the time during which a Revenue Vehicle is operating without fare paying passengers, such as movement between the Facility and the departure point of a scheduled route and between the ending point of a scheduled route back to the Facility.

**Executive Director:** means the VVTA Executive Director or his designee.

**Facilities:** means the Hesperia facility located at 17150 Smoke Tree Street, Hesperia, CA 92345, and the leased Barstow Facility currently located at 1612 State Street, Barstow, California (VVTA is currently planning and soliciting for the construction of a new facility located in Barstow to replace the existing leased Barstow facility which will be located at 100 Sandstone Court, Barstow, CA, 92311). The Hesperia Facility is owned by VVTA and a portion of both facilities will be used by the Contractor for maintenance of Revenue Vehicles and as a base for Operations under the Contract

**Federal Transit Administration (FTA):** means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

**VVTA:** means Victor Valley Transit Authority, the public agency issuing this RFP, a local public transportation provider created under a joint powers agreement pursuant to California State law with its principal place of business in Hesperia, California.

**Key Personnel:** means the Proposer's General Manager, Operations Manager Hesperia, Operations Manager Barstow, Maintenance Manager, Safety Manager, Training Manager, Data Manager and any other senior/staff/significant personnel.

**Interested Party:** means any person (1) who is an actual or prospective proposer in the procurement involved; and/or (2) whose direct economic interest would be affected by the award of the Agreement or by a failure to award the Agreement.

**Non-Revenue Vehicle:** means a vehicle that is used to support transit services (such as a supervisory or relief vehicle) but is not used in Revenue Service. The term includes both the Non-Revenue Vehicles provided by VVTA and the Non-Revenue Vehicles provided by the Contractor. The term does not include shop trucks or tow trucks.

**Prospective Proposer:** means any person who takes one or more of the following actions: (1) receives the RFP by direct mail, email or by download from the

vvta.org/bids page; (2) attends the pre-proposal meeting and registers as an attendee; and/or (3) registers with VVTA as a prospective proposer.

**Pull-In:** refers to movement of a revenue vehicle from the terminus of a Trip and arriving at the designated Bus Yard.

**Morning Pull-Out:** refers to movement of a revenue vehicle from the Bus Yard to the origin location of a Trip.

**RFP.** The term “RFP” means this Request for Proposal.

**Recovery Time:** means the time built into a route trip schedule to mitigate schedule adherence issues related to delays. Recovery Time may not be more than 15 percent of the one-way Revenue Service time for each route.

**Revenue Hour:** means the time a Revenue Vehicle is in Revenue Service, including Recovery Time but excluding Deadhead Time.

**Revenue Service:** means the operation of a Revenue Vehicle in transit services available to carry fare paying passengers. The term includes Recovery Time but does not include Deadhead Time.

**Revenue Vehicle:** means any vehicle owned or leased by VVTA and used by the Contractor to provide fixed route and complementary paratransit (ADA) services under the Agreement.

**Intelligent Transportation System (ITS):** means the communications, reservation, and dispatch system supplied by VVTA for use in tracking schedule adherence, improving dispatching, and providing more accurate and timely data and information on systems performance for both Fixed Route and Complementary Paratransit.

**Special Services:** means services provided by the Contractor that are in addition to regular services on the routes, such as services for marketing and other events or activities.

**Solicitation:** means an Invitation to Bid, Requests for Proposal, or other form of document used to procure equipment, materials, or services.

**MB CB and DR:** MB stands for Motor Bus and refers to all fixed route, deviated/flex services including Regional Fixed Routes, County Routes, and Intercity Routes. CB stands for Commuter Bus which are VVTA commuter routes. DR stands for Demand Response which is Direct Access Complementary Paratransit and Subscription Service as required by the Americans with Disabilities Act of 1990.

**Pre-Proposal Meeting:** The meeting during a solicitation to give proposers an opportunity to visit the location(s) where service will be conducted. VVTA would like to use the meeting scheduled for Friday, June 8, 2018, at 1:30 (PDT), to answer questions that may be asked by attendees. The Questions and answers posed

during this meeting will be included in the addendum scheduled to post after the Deadline for Questions.

### **C. PURPOSE**

The purpose of this Request for Proposal (RFP) by the Victor Valley Transit Authority (VVTA), Hesperia, CA is to solicit sealed proposals from interested Proposers to establish a contract to operate and maintain transit services in the Victor Valley, of Southern California, operating out of its Hesperia and Barstow Facilities. The successful Proposer must be capable of providing a “turnkey” service to include daily administration, management, service planning, operations, and vehicle maintenance to support VVTA’s Fixed Route and Complementary Paratransit services.

### **D. BACKGROUND**

The Victor Valley Transit Authority is a Joint Powers Authority located in the high desert region of San Bernardino County located in Southern California and encompasses over 1,000 square miles, serving a population of approximately 400,000. Hesperia is located right along Interstate 15 and is approximately 90 miles from downtown Los Angeles, CA. Barstow is located approximately 50 miles north of Hesperia. The Victor Valley Transit Authority (VVTA) serves the cities of Victorville, Hesperia, Adelanto, Phelan, Wrightwood, Barstow, the Town of Apple Valley and several unincorporated areas of San Bernardino County.

VVTA provides public fixed route transit service, complementary paratransit, intercity service, and commuter service. VVTA’s revenue fleet consists of thirty-three (33) thirty-five & forty-foot transit buses, twenty-four (24) class E cutaway transit buses, sixteen (16) commuter and intercity buses which are forty & forty-five feet, and forty-two (42) demand response vehicles. VVTA transports 2.7 million passengers per year operating on 29 routes. Approximately thirty-four (34) paratransit vehicles operate daily depending upon demand.

VVTA’s technological infrastructure is supported by in-house staff and a local IT vendor. VVTA is responsible for all grants, and reporting. VVTA is also responsible for reporting to its Board of Directors, state and federal agencies, and NTD.

### **E. PERIOD OF PERFORMANCE**

VVTA intends to award a Fixed Price contract for a period of five (5) years, with the option of two (2) one-year extensions. VVTA may award the contract at a time other than stated in the proposed schedule.

### **F. EXAMINATION OF DOCUMENTS**

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.



## G. REQUEST FOR CLARIFICATION / APPROVED EQUALS

1. Whenever any material, product or service is specified or indicated in the RFP and/or contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, "Or Equal."
2. At any time during this procurement up to the time specified in the "Proposal Schedule" (Section A), proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addendum to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name or "approved equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Proposer making the request shall be responsible for its proper delivery to VVTA per "Contracting Officer" (Section A) on the form provided in "Request for Pre-Offer Change or Approved Equal." VVTA will not respond to oral requests. Any request for a change to any requirement of the Contract Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by VVTA in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of VVTA shall not be binding on VVTA.
3. VVTA, at its sole discretion, shall determine whether the substantiating data demonstrates that an "approved equal" item(s) is equivalent in all respects to the item specified in the RFP and/or contract documents.

## H. VENDOR CONTACT

1. ***All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated Contracting Officer identified in "A. Proposal Schedule" above, or their designated representative. Proposers and their representatives shall not make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer with regard to any aspect of this solicitation or offers. Ex parte' communications with members of VVTA's Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.***
2. If it should appear to a prospective Proposer that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** or Contract Documents, or that any conflict

or discrepancy exists between different parts thereof or with any federal, state, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to VVTA within the time period specified above.

#### **I. ADDENDA TO RFP**

VVTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addendum. VVTA shall provide copies of Addendum to all prospective Proposers officially known to have received the RFP, as well as post to the VVTA website: [www.vvta.org/bids](http://www.vvta.org/bids). Prospective Proposers, or their agents, shall be responsible to collect the addendum. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addendum issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addendum may, at VVTA's sole option, disqualify the proposal.

If VVTA determines that the addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that VVTA determines will allow Proposer sufficient time to revise their proposals. Any new Due Date shall be included in the addendum.

#### **J. EXCEPTIONS / DEVIATIONS**

Using the Form for Proposal Deviation – Attachment H – State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where proposer wishes to propose alternative approaches to meet VVTA's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, proposer will be deemed to have accepted the contract requirements as set form in the Scope of Work.

#### **K. SUBMSSION OF PROPOSALS**

1. Please note that **all addenda** must be acknowledged. Proposer is instructed to use Attachment I – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.
2. **Sealed original proposal plus one (1) proposal paper copies and one (1) electronic copy, must be received at the address shown in “Proposal Schedule” (Section A) not later than 3:00 PM Pacific Time (PDT) on June 28, 2018** All labor, equipment, materials, and training shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Proposals shall be valid for a period of one-hundred twenty (120) days.

3. Proposals received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address on the package received. Under no circumstances will any proposal be accepted after the due date and time in accordance with PCC 10168.

## L. FORMAT OF PROPOSALS

1. Proposals must be submitted and organized in the order listed below. Please use Ariel 11 as the font and limit the proposal to 100 pages. Limit duplicated responses but ensure every element of the RFP is addressed in the proposal. The proposal shall include, at a minimum, the following:
  - a. **Cover letter:** Proposer must include a letter of introduction, no more than three pages long, including the name of the organization submitting the proposal; its address; a statement of whether the organization is an individual, partnership, or joint venture; and the name, address, email address, and telephone number of the contact person who will be authorized to make representations and commitments for the proposer.
  - b. **Title Page**
  - c. **Table of Contents**
  - d. **Profile of Firm (History, Experience, Changes):** This section should include details regarding the Proposer's ability and experience to operate the project as specified in the RFP. The following information must be included:
    - I. Corporate hierarchy – i.e. President, Vice President, Corporate Officers, etc.
    - II. Corporate overview of services or activities performed.
      - History of firm – Include a brief history of the firm.
      - Founding Date (month and year).
      - Firm size – staff and client base.
      - Firm's vision and mission statement
    - III. Experience: Attachment F includes a Reference Form for proposer to list all entities, public and private, for which the proposer has operated fixed route transit services during the past 5 years, including an identification of the work performed and its current status, and a specific identification of experience in performing services similar to the Scope of Work in this RFP. This list shall include the current addresses of such entities, email addresses and telephone numbers of appropriate contact persons. VVTA may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.

The proposer shall also identify in this Section any instance, during the past 5 years, in which the proposer submitted a bid or proposal on a transit services operating contract and was found to be a non-responsible bidder, or any instance in which the proposer defaulted on a transit services operating contract.

IV. Employment practices – policies and procedures, training, including safety training, affiliation/accreditation, and all other legally required training and testing required by Federal, State and local regulations.

V. Location of the office from which the work will be provided and the staff allocation at that office.

e. **Identify Project team** including, but not limited to:

I. Size of Project Team

II. Education, qualifications, and specific experiences in performing the work that is being solicited in this RFP.

III. Project Organization Chart.

f. **Management Structure and Key Personnel:** This section shall include an explanation of the proposed management structure, including an organizational chart and an identification of the Key Personnel as may be proposed such as General Manager, Operations Manager for Hesperia, Operations Manager for Barstow, Maintenance Manager, Facility Manager, Safety Manager, Training Manager, Data Manager, and other senior staff/significant personnel, with resumes for each of the proposed Key Personnel, setting forth their qualifications for their position. This description should include any and all instances of the project team members working together on similar assignments. Proposers shall provide confirmation that each person identified in its proposal as filling a Key Personnel position is in fact committed to the VVTA project.

g. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of VVTA

h. Proposer's approach to accomplish the Scope of Work Requirements.

I. Description of proposer's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal. This statement should include any innovative or trusted strategies/concepts the proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided.

II. Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies

that will be employed to accomplish the work.)

III. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.

IV. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted, and their State of CA Contractor's License Number (if applicable).

V. Describe your firm's approach to resolving problems that may be encountered in the field.

- i. **Staffing Plan:** This section shall include the proposer's plan for staffing the services to be provided under this RFP, including the number and identification (by title, position, rate of pay) of personnel the proposer intends to utilize in providing such services. The successful proposer will be required at a minimum to adhere to its Staffing Plan throughout the term of the Agreement (**Exhibit K-2**).

The Staffing Plan should demonstrate that the proposer will be able to provide and retain a sufficient number of qualified personnel to operate and maintain the services required. The Maintenance Staffing Plan shall include a Maintenance Manager, Facility Manager, mechanics, custodial, and individuals qualified to operate and maintain all vehicles, equipment and systems (facility, CNG Installation, electronic, and mechanical), including but not limited to fareboxes, destination signs, and ITS equipment and systems. The Staffing Plan should identify the person or position responsible for managing and overseeing the successful utilization of all electronics and associated systems. For Operations the Staffing Plan at a minimum shall include Training Manager, Safety Manager and trainers (non-driver), 10 Road supervisors for Hesperia 1 of 10 will be assigned to complaints/video review (approved by VVTA) (2 on duty at all times), 2 Road Supervisors for Barstow (1 on duty at all times), Data Manager, data clerks, 9 reservationists, with a minimum of 4 on duty at all times, 2 dedicated dispatchers on duty at a times for Hesperia MB/CB/Intercity and 1 dispatcher for Barstow MB, 4 assigned to Route and Scheduling with a minimum of 2 at all times (Hesperia), and all administrative positions, etc. The Staffing Plan will also include --

1. Employee Turnover and Competitive Wages. – VVTA acknowledges that employee retention is often tied to competitive wages.
2. Pay Rates: Agencies throughout the State have found that recruitment and retention is improved by providing a livable wage. Many agencies will start with wages for Drivers at \$15.00 per hour, Supervisors at \$18.00 per hour, Dispatchers at \$16.00 per hour, and Reservationists and Route & Scheduling at \$14.75 per hour.

3. Employee Retention Program. -- A description of the proposer's plans and programs to promote employee retention, including its plan for adequate compensation and benefits, opportunities for advancement, and other means for promoting the retention of employees and the preservation of a stable work force.
  4. Employee Incentive Program. -- A description of the proposer's program for rewarding outstanding employee performance and for enhancing the overall quality and performance of the workforce.
  5. Maintenance Staffing Plan. -- See scope of work.
- j. Vehicle Maintenance Program. -- This section shall include a detailed description of the proposer's method of meeting the requirements of VVTA's maintenance plan.
1. An identification of inventory levels and controls, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, method of control, and whether the parts will be supplied by original equipment manufacturers (OEM) or after-market suppliers. VVTA reserves the right to reject the use of any after-market product that VVTA believes is not equal to or better in quality or service to the OEM product.
  2. A description of the proposed pre-inspection and post-trip inspection process and how operator-reported defects will be handled prior to revenue vehicles being returned to service.
  3. A description of road call procedures and other unscheduled maintenance repairs and/or services. This should include the investigative procedures used to reduce road calls and repeat repairs.
  4. A description of the process of repairing/rebuilding major components (i.e., engines and transmissions). The description must include whether the repairs will be performed "in house" or by an outside contractor or vendor. Describe your major component overhaul/rebuild policy; are rebuilds scheduled preventatively and at what intervals or are they scheduled as they fail? (The use of OEM parts and manufacturer certified vendors is recommended.)
  5. A description of the method of accident repairs and painting and graffiti removal, including an assurance that the VVTA graphic standards will be strictly adhered.
  6. A description of the proposed fueling and cleaning process, including daily fueling procedures, daily, weekly, and monthly interior and exterior cleaning, stocking schedules, farebox probing, fare removal process, and fare counting and reconciliation process.

- k. **Facility Maintenance Plan.** -- This section shall include a description of the proposer's plan; meeting the requirements of the VVTA facility maintenance plan. (A) Monitoring and enforcing all warranties relating to the Facility and the equipment; (B) conducting regular inspections of the Facility and equipment; and (C) providing daily, reports on items (A) through (C) of this paragraph
- l. **Facility Maintenance Staffing Plan** – This section shall include a description of the proposer's staffing plan which should include a Facilities Lead to organize and oversee all facility maintenance and repair operations, maintaining of permits & regulatory reporting, and providing direction to facility maintenance and janitorial staff. The Facilities Lead should be knowledgeable of all the varied systems in the construction of the facilities such as HVAC, Plumbing, Hydraulics, Electricity and Electrical components, Structure, Security, Alarm systems, Solar, CNG Station, etc. Minimum maintenance staff should consist of at least 3 qualified facility maintenance technicians including the facility lead.
- m. **Janitorial Plan:** This section shall include a description of the proposer's staffing plan which should include cleaning of the Facility and equipment and assuring that the properties present a professional and orderly appearance. At a minimum 3 janitorial staff between the Hesperia and Barstow Facilities. This plan must include adherence to the VVTA sustainable operations and maintenance environmental policies.
- n. **Training Program.** -- This section shall include a description of the proposer's program for training operators, mechanics, dispatchers, supervisors, and other personnel, including the specific training the proposer will provide regarding the operation, maintenance, and fueling of the CNG vehicles; use and maintenance of the CNG fueling facility (to include specific training from the CNG manufacture(s) for the preventive maintenance and repair); operation and maintenance of all equipment and systems used in providing service under the Agreement (specifically detailing training for ITS to include drivers, dispatchers, field supervisors, and systems management personnel); and safety and security of operations, vehicles, and the Facility. VVTA has invested heavily in the RTA maintenance management system (MMS) and the proper use of this system is essential for data analysis. Thorough training is a must for the proper generation of real time work orders, repair and parts entries, vehicle status, warranty repairs, facility maintenance, etc. The number of hours and types of training to be provided should be specified along with names and qualifications of in house trainers and the names of outside training vendors. This section should address both initial and in-service training and should include the steps the proposer intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work.
- o. **CNG Experience and Management Plan.** -- This section shall include an explanation of the proposer's experience in the operation and maintenance of CNG fueling stations (compressors, components, and dispensers) similar to

VVTA's stations. This section will include certificates, experience, and specific training from ANGI Energy Systems Inc, and Aerial Compressors, and/or other certified CNG training vendors. This section will also address the proposers experience with operation and maintenance of CNG vehicles, and a description of the proposer's CNG Management Plan for assuring the safe, efficient, and effective operation, maintenance, and fueling of the VVTA CNG vehicles and the VVTA CNG fueling station.

- p. **Safety Program.** -- This section shall include a description of the proposer's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations. This section shall include a description of the proposer's safety record over the past five years, including an identification of any citations during that period for violations of the California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or other applicable safety laws and regulations.
- q. **Start-Up Plan.** -- This section shall include a description of the proposer's plan for assuming responsibility for the services specified in this RFP, identifying the issues that will need to be addressed in the start-up and the proposer's plan for addressing these matters. Note that the proposer's start-up costs should be identified in its price proposal.
- r. **EEO/Affirmative Action Plan.** -- This section shall include an Equal Employment Opportunity/Affirmative Action program or plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.
- s. **Disadvantage Business Enterprise (DBE) Information.** -- This section should include a statement of the proposer's plan for utilizing and reporting DBE firms that perform services under the Agreement. VVTA encourages proposers to utilize DBE firms, The is no DBE goal for this However, participation and requests that all Proposers make every effort to include DBE's in their proposals.
- t. **Drug and Alcohol Policy.** -- This section should include the proposer's drug and alcohol policy, which must be in compliance with FTA/DOT regulations and the VVTA policy set for in Exhibit E.
- u. Summary of Contracted Services
  - I. Proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.
  - II. Proposer must list all services, equipment and facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.



III. VVTA reserves the right to interview any organization and visit any of the facilities as listed as subcontractors.

v. Summary of Financial Stability.

Two (2) Years Audited Financial Statements, or tax returns (Including Schedules submitted with tax returns) prepared by a licensed Certified Public Accountant. This information is to be included in hard copy original, only. Please submit this information in a separate, sealed envelope marked, "Financial Statements."

w. Required Forms (See Attachment F)

x. Any other information required by this RFP or its addenda which may not be listed above.

y. (See Exhibits G-1-3 and K-1-2) Cost/Price Proposal – Proposers shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work.

I. **Specific Contents.** -- The price proposal shall set forth the proposed price for providing the services in this RFP, including each of the following:

(a) The total price and cost component information for each year of the Contract Term, including the option years, using the form in Exhibit G-1.

(b) The proposed variable rate per Revenue Hour in accordance with Exhibit G-2.

(c) The proposed startup costs, in accordance with Exhibit G-3. If the proposer is an incumbent contractor, it shall provide those costs as if it were commencing service as a new operator.

(d) The Proposed Staffing & Wages in accordance with Exhibit K-1.

(e) Proposed Staffing & Shifts in accordance with Exhibit K-2.

II. **Elements of Cost.** – In developing price proposals VVTA expects proposers to take these matters into account in preparing their price proposals:

VVTA will pay for CNG and unleaded fuel costs for the Revenue and Non-Revenue Vehicles used to provide services pursuant to this RFP, and that VVTA will also be supplying up to eighteen (18) Non-Revenue Vehicles for supervisors and relief. By assuming responsibility for fuel costs, VVTA will be relieving the successful proposer of a significant cost

risk during the term of the Contract. By providing up to eighteen Non-Revenue Vehicles, VVTA will be relieving the successful proposer of the capital costs of those vehicles, and of the need to amortize those costs over the Contract Term.

III. **Price Stability --** In submitting price proposals, proposers agree that all prices proposed shall be good for 120 calendar days from the proposal due date.

2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non-responsive.

#### **M. PROPOSAL PACKAGING REQUIREMENTS**

1. Proposer shall submit the Cost/Price Proposal (Exhibits G-1-3 and K-1-2) in a separate sealed envelope marked "Pricing Proposal". Prices are to be quoted excluding California State and Local Sales Tax. Proposer shall pay all taxes which are legally enacted at the time bid is submitted and shall secure and pay for all permits and government fees, licenses and inspections necessary for the proper execution and completion of the Contract. All invoices submitted by awarded contractor, shall itemize applicable California State and Local Sales tax, or state "sales tax included".
2. VVTA reserves the right to accelerate receiving dates, in which case the pricing for the applicable time period shall be applied.
3. Proposals including all submittal documents and including price elements shall be submitted by the due date specified, in three sealed packages identified as **"VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES," "2018-14 FINANCIAL STATEMENTS"** and **"VVTA RFP 2018-14 – COST/PRICE PROPOSAL."**
4. **NO COST, PRICE OR FINANCIAL INFORMATION OF ANY KIND SHALL BE INCLUDED IN PACKAGE NO. 1, NOR IN ANY OF THE PROPOSAL DOCUMENTS THAT WILL BE INCLUDED IN THIS PACKAGE.**

#### **N. PRE-CONTRACTUAL EXPENSES**

1. VVTA will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. Proposer shall not include any such expenses as part of their proposal.
2. Pre-contractual expenses are defined as expenses incurred by the proposer in:
  - a. Preparing a proposal in response to this RFP;
  - b. Submitting that proposal to VVTA.
  - c. Negotiating with VVTA any matter related to this proposal; and
  - d. Any other expenses incurred by proposer prior to date of award, if any,

of the Agreement.

#### **O. JOINT PROPOSALS**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

#### **P. TAXES**

Proposals are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. Firm is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

#### **Q. MODIFICATION OR WITHDRAWAL OR PROPOSALS**

1. A modification of a proposal already received will be accepted by VVTA only if the modification is received prior to the Proposal Due Date, or is specifically requested by VVTA. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.
2. A Proposer may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to VVTA a written request for withdrawal executed by the Proposer's authorized representative, in accordance with PCC 10169. After the proposal Due Date, a proposal may be withdrawn only if VVTA fails to award the contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals. Section 10169 of the California Public Contract Code does not authorize the withdrawal of any bid after the time fixed in the Public Notice for the opening of bids.
3. This provision for modification and withdrawal of proposals may not be used by a Proposer as a means to submit a late proposal and, as such, will not alter VVTA's right to reject a proposal.

#### **R. SUBCONTRACTORS AND ASSIGNMENTS**

1. Pursuant to the provisions of the California Public Contract Code Section 4104 every proposer shall in the proposal set forth:
  - a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the proposer in or about the work in an amount in excess of one-half of one percent of the proposer's total proposal; and
  - b. The portion of the work that will be done by each subcontractor. The

proposer shall list only one subcontractor for each portion of work as defined by the proposer in its proposal.

- c. The dollar amount of the work which will be done by each such subcontractor.
2. Proposer shall complete form entitled "List of Subcontractors (Attachment J)" with the above requested information.
3. If the proposer fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the proposer's total Proposal, or if the proposer specified more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the proposer's total proposal, the proposer agrees to perform that portion.
4. The successful proposer shall not, without the express written consent of VVTA, either:
  - a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original Proposal; or
  - b. Permit any subcontract to be assigned or transferred; or
  - c. Allow it to be performed by anyone other than the original subcontractor listed in the Proposal.
5. Each proposer shall set forth in its proposal the name and location of the place of business (address) of each subcontractor certified as a disadvantaged business enterprise who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.
6. Proposer shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall proposer assign any portion of the work under any such Agreement with a value in excess of one-half of one percent of Agreement price to be sub- contracted to anyone other than these subcontractors listed in the "List of Subcontracts," except by prior written consent of VVTA. VVTA's consent to any assignment shall not be deemed to relieve proposer of its obligations to fully comply with its obligations under its Agreement with VVTA. Proposer with its own forces shall perform a minimum of ten percent (10%) (Calculated as a percentage of the total cost of the project) of the work under this Agreement. Proposer shall also include in its subcontract agreements the provisions of its Agreement with VVTA including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the proposer.

## **S. DISADVANTAGED BUSINESS ENTERPRISE**

This project is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations")." The Regulations in their entirety are incorporated herein by this reference. There is **no DBE goal** on this project, however DBE participation by Proposers is encouraged. It is the policy of VVTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts.

## T. CONFIDENTIALITY AND PUBLIC RECORDS ACT

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VVTA will notify Proposer of any request for disclosure of proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets of confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Proposer fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said RFP and further understands that VVTA will no way be responsible for any errors or submissions in the preparation of this proposal.

### 1. Exclusive Property

- a. Responses to this Proposal become the exclusive property of VVTA and are subject to the California Public Records Act.
- b. Those elements of each Proposal that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

### 2. Disclosure of Records

- a. Upon a request for records from a third party regarding this proposal VVTA will notify in writing the party involved. The party involved must respond within ten (10) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall agree to indemnify VVTA for its defense costs, (Including reasonable attorney fees) associated with its refusal to

produce such identified information; otherwise, the requested information may be released and VVTA shall not be held liable for complying with the records request.

- b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- c. Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

### 3. Exemption from Disclosure May Be Deemed Unresponsive

- a. VVTA will take into consideration documents that the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
- b. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

### 4. Indemnification of VVTA by Proposer

- a. The Proposer agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the RFP process, including the awarding of the Contract
- b. Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the proposer's proposal.

### 5. Public Interest

- a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
- b. To protect the integrity of the proposal process, in most instances, price proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposers or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.

- c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

## **U. ACCEPTANCE / REJECTION OF PROPOSALS**

1. VVTA reserves the right to reject any or all proposals for sound business reasons, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.
3. VVTA reserves the right to reject a proposal that includes unacceptable conditions, exceptions and deviations.
4. Reasons for rejection include, but are not limited to:
  - I. Failure to use the Price Proposal form provided by VVTA as Attachment F.
  - II. Proposal is not signed by an officer who is duly assigned as authority to bind the Proposing Agency in a subsequent agreement, or (where required) notarized.
  - III. Failure to include the required information as listed under Section M.
  - IV. Unauthorized alteration of proposal forms.

## **V. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to this RFP and it is found by VVTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for

VVTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate VVTA to accept such a single proposal; and VVTA may reject such proposal at its sole discretion.

#### **W. CANCELLATION OF PROCUREMENT**

VVTA reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VVTA.

#### **X. AVAILABILITY OF FUNDS**

This procurement is subject to the availability of funding. VVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VVTA for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

#### **Y. VVTA'S RIGHTS**

1. Each Proposal will be received with the understand that acceptance by VVTA of the Proposal to provide services described herein shall constitute a contract between the proposer and VVTA which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
2. VVTA reserves the right, in its sole discretion to:
  - a. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.



- b. Withdraw or cancel this RFP at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- c. Issue a new RFP for the project.
- d. To postpone the Proposal opening for its own convenience.
- e. Investigate the qualifications of any Proposer, and/or require additional evidence or qualifications to perform the work.

## **Z. CONFLICT OF INTEREST AND CODE OF CONDUCT**

### **1. POLICY OVERVIEW**

Federal regulations require VVTA to prevent conflicts of interest in contract awards. VVTA also seeks to avoid any appearance of conflicts of interest. VVTA personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

### **2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS**

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to VVTA.

No Contract Management personnel or support staff shall:

- (a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may bid or propose.
- (b) Be involved in any aspect of evaluation, selection, or award of a contract for which that-Contract personnel may bid.
- (c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to Contract personnel.

## **AA. EVALUATION, NEGOTIATION AND SELECTION**

### **1. OPENING OF PROPOSALS**

Proposal will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VVTA to carry out further negotiations and discussions. VVTA reserves the right to award to a proposer without further discussions, negotiations, or it may determine that no proposer meets the needs of VVTA.

### **2. EVALUATION TEAM**

An evaluation team will be assembled by the VVTA Executive Director or designee. The team may be made up of staff of VVTA and may include representatives of other nearby government agencies affected by or have specific knowledge of this type of procurement.

### 3. PROPOSAL SELECTION PROCESS

- a. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- b. Each team member will review the Proposers' submittals and in conjunction with the criteria contained in Section AA.5., below. All Proposals shall be evaluated and ranked for the purpose of determining the competitive range and to select a proposal determined to be the most advantageous to VVTA.
- c. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies and minor irregularities in an RFP and/or submitted proposal(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VVTA reserves the right to reject any proposal not in compliance with the solicitation documents, or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**
- d. Submittal of a proposal shall mean that the Proposer has accepted the VVTA Contract Documents in their entirety without exception.
- e. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The VVTA Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- f. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, that they are no longer under consideration.

#### **4. QUALIFICATION REQUIREMENTS**

- a. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, will be notified and scheduled to meet with VVTA for further discussions, clarifications and negotiations. Any Proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VVTA at its discretion may in its best interest, reject any and all such conditions, exceptions and deviations. Any listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected.
- b. As part of the negotiation process, VVTA reserves the right to conduct factory visits to inspect the Proposer's facilities. VVTA shall also have the right to contact other party with whom the Proposer has experience with this type of request, and other relevant references which the Proposer has listed.
- c. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VVTA to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VVTA will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal for any award will be documented in a report to the final approval authority within VVTA.

#### **5. PROPOSAL EVALUATION CRITERIA AND SCORING**

- a. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b><u>1. PROFILE OF FIRM:</u></b> History, Experience, Changes and Project Team	10 pts
<b><u>2. MANAGEMENT STRUCTURE AND KEY PERSONNEL:</u></b> Key Personnel proposed, with resumes. This description should only include VVTA identified key positions of the on-site project team members working together on similar assignments. Confirmation each person identified is in fact committed to the VVTA Project; commitment key personnel will be available throughout contract and will not be removed without prior approval by VVTA.	10 pts
<b><u>3. PROPOSER'S APPROACH, WORK PLAN, SUBCONTRACTORS.</u></b> Description of proposer's approach to Scope, performing services, description of services rendered; work plan; Project Manager/Liaison and list of personnel assigned; subcontractors proposed; and firms approach to resolving problems.	15 pts
<b><u>4. STAFFING PLAN – OPERATIONS</u></b> a. Competitive Wage rates b. Employee Retention Program c. Employee Incentive Program	5 pts 5 pts 5 pts Total: 15 pts
<b><u>5. STAFFING PLAN – MAINTENANCE</u></b> a. Maintenance Certifications b. Staffing plan including number of specified positions c. hours available per 1000 miles d. Competitive Wage rates e. Wage bonus per hour for ASE Certifications	5 pts 5 pts 5 pts 5 pts 5 pts Total: 25 pts
<b><u>7. FACILITY MAINTENANCE</u></b> a. Proposer's plan for facility maintenance b. Facility Maintenance Staffing Plan c. Janitorial Plan	5 pts 5 pts 5 pts Total: 15 pts
<b><u>8. OPERATIONS TRAINING PROGRAM:</u></b> Description of the proposer's program for training operators, mechanics, dispatchers, supervisors, and other personnel, including the fueling and maintenance of the CNG Vehicles and the CNG Fueling station.	10 pts
<b><u>9. MAINTENANCE TRAINING PROGRAM:</u></b> Description of the proposer's program for training mechanics, supervisors, and other personnel, including the fueling and maintenance of the CNG Vehicles and the CNG Fueling station.	10 pts

<b>10. CNG EXPERIENCE AND MAINTENANCE PLAN:</b> Explanation of Proposer's Experience in the operations and maintenance of CNG fueling stations and specific training, and certifications.	10 pts
<b>11. SAFETY PROGRAM:</b> Description of proposer's program for assuring safety and security.	10 pts
<b>12. START UP PLAN:</b> Description Of the proposer's plan for assuming responsibility for the services specified in this RFP.	10 pts
<b>13. CIVIL RIGHTS:</b> EEO/Affirmative Action Plan and DBE Information. (5 additional points if Proposer includes certified DBE in its proposal.	10 pts
<b>14. DRUG AND ALCOHOL POLICY:</b> Proposer's drug and alcohol policy.	10 pts
<b>15. REFERENCES:</b> References will be checked by the Evaluation Committee Facilitator. Scores will be determined based on responses from References.	20pts
<b>16. PRICE PROPOSAL</b>	20 pts
<b><u>TOTAL POSSIBLE POINTS</u></b>	200 pts

b. The factor will be made up of two components, Technical scores up to one hundred eighty (180) base Technical points; and Price twenty (20) Base Price points. The maximum 200 base points available will be awarded to the Proposer with the highest Technical score and the lowest Price. Price points will be calculated by dividing the lowest price offered by the proposal price being scored and multiplying the quotient of the calculation by (20); (Low offer divided by next highest offer) times 20 points. The References and Price Proposals will be evaluated by the RFP Facilitator.

c. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

**Exceptional:** Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

**Good to Superior:** Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

**Adequate:** Minimally compliant with solicitation requirement; with errors, omissions, discrepancies, weakness or risks; which may be possible to correct

and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

**Poor to Deficient:** Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

**Unacceptable:** Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

CALTRANS has required per Labor Code 1072 (Exhibit F-5 Labor Code 1070-1074):

- (a) A bidder shall declare as part of the bid for a service contract whether or not the bidder will retain the employees of the prior contractor or subcontractor; and
- (b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).

The additional points for the 10% preference is 20 points.

**There is the possibility of an extra 20 points for those proposers whose scores are within the competitive range and are asked to present an oral presentation. Each proposer's final score will be an average score based on the scores given by the evaluation committee.**

## 6. EVALUATION PROCEDURES

- a. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.
- b. Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Section L. Therefore, Proposer shall pay close attention to and strictly follow all instructions and requirements. Submittal of a proposal means that the Proposer has accepted all of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of "Form for Proposal Deviation" (Attachment H). Any such conditions, exceptions, reservations or understanding which do

not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria" (Section AA.5.)

- c. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" (Section AA .3.) above. VVTA shall select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" (Section AA.4.), which does not render this procurement financially infeasible and is judged to be most advantageous to VVTA based on consideration of the evaluation "Proposal Evaluation Criteria" (AA.5.).

## **7. QUALIFICATION OF RESPONSIBLE PROPOSERS**

Proposals will be evaluated in accordance with requirements of "Qualification Requirements" (Section AA.4.) to determine the responsibility of Proposers. Any proposals from Proposers whom VVTA finds not to be responsible and finds cannot be made to be responsible may receive a reduced score with the possibility of **not** being considered for the competitive range. Final determination of a Proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VVTA, and information resulting from Agency inquiry of Proposer's references, and its own knowledge of the Proposer.

## **8. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE**

- a. Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process" (Section AA.3.)
- b. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VVTA finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:
  - i. Proposer is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements" (Section AA.4.) Final determination of responsibility will be made through the evaluation process.
  - ii. Proposer has demonstrated its responsiveness by following the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any informalities in regard shall be determined by VVTA to be either a defect and non-responsive or an informality that VVTA will waive in accordance with "Acceptance/Rejection of Proposals" (Section W)

- iii. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- c. VVTA will document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process" (AA.3.). Any proposal deficiencies which may render a proposal non-responsible and non-responsive will be documented. VVTA will make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed through any contact with Proposers, which VVTA finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VVTA as a means of judging the overall spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

#### **9. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE**

Proposers of any proposals that have been determined by VVTA as not in the competitive range will be notified in writing, including the shortcomings of their proposals.

#### **10. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE**

- a. The Proposers, whose proposals are found by VVTA to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted with VVTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- b. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in "Form for Proposal Deviation" (Attachment H), said conditions, exceptions, reservations or understandings may be negotiated during contract negotiations. However, VVTA shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VVTA instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- c. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers until after a Contract Award has been made. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.



- d. **Best Offers.** VVTA expects that all responsible and responsive Proposers shall submit their Best Offer upon initial submission in response to this solicitation.
  
- e. **VVTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.**

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

### I. SCOPE OF WORK

**A. General:** The Proposer shall operate ADA Complementary Paratransit services including Subscription services; Regional, Deviated Fixed route, County, Commuter and Intercity routes for VVTA as set forth in Attachment A-1, and for the Revenue Hours (DR, CB and MB) and Vehicle Miles (MB only) as included in Attachment A-1. The system map, which includes the MB, CB routes to be operated, is set forth in Attachment A-2. The Revenue Vehicles allocated to these services are listed in Attachment B-1. The Proposer shall also be responsible for the maintenance and repair of all VVTA owned non-revenue vehicles (also in Attachment B-1), the CNG fueling stations and the VVTA facilities.

#### 1. Motor Bus (MB) and Commuter Bus (CB)

- (a) The current Routes and Revenue Hours and Vehicle Miles by Route to be operated are set forth in Attachment A-1.
- (b) The system map is set forth in Attachment A-2.
- (c) The Vehicle Inventory is set forth in Attachment B-1.
- (d) The Vehicle Warranty Information and Fleet Facts are set forth in Attachment B-2
- (e) The Equipment Inventory is set forth in Attachment B-3.

#### 2. ADA Complementary Paratransit (DR)

- a. The Proposer shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990, and any subsequent updates.
- b. Service Window is the time a patron is scheduled for pick-up. Direct Access schedules rides so that the Proposer must pick up the passenger up to 10 minutes before or 30 minutes after the scheduled pick up time and still be considered “on time”.
- c. Direct Access operates the same hours as the fixed route system with core hours between 6:00am and 9:00pm weekdays and 7:00am and 8:00pm Saturdays and Sunday. 8:00am and 6:00pm in the Hesperia division and 6:00am and 8:00pm weekdays and 8:00am and 5:00pm Saturdays and Sunday in the Barstow Division.
- d. Reservations shall be accepted 8:00am -5:00pm Monday through Sunday. On holidays a phone answering machine may be used but all reservations for the following day must be addressed prior to the start of operations on that following day. Certified riders may reserve rides from the day before up to 14 days in advance. Negotiated Arrival Time Under provisions of the ADA, service the Proposer may negotiate an arrival time of up to one hour from a customer’s request for service and be considered to have met the customer’s request. All reservations are taken in Hesperia.
- e. Subscription trips are trips generally for developmentally disabled riders going to workshops. VVTA handles coordination with the Inland Regional Center, for placement with the Proposer and any special pass sales. The Proposer shall be

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

- responsible to review subscription service monthly and shall provide VVTA with a revised listing of subscription service pick-ups and drop-offs, their schedule and productivity.
- f. Quarterly all subscription routes shall be reviewed and revised to improve performance.
  - g. The Proposer shall empty fareboxes daily unless otherwise specified, deposit cash daily into a bank account designated by VVTA, report daily deposits every day to VVTA, and ensure that the total fares correspond to the reported number of passengers carried by zone.
  - h. The Proposer's drivers shall honor all VVTA fare media; and ensure that each patron is eligible for service and collects the appropriate Rider Fare before service is provided.
  - i. The Proposer shall track individually the number of all Direct Access pickups and drop-offs by jurisdiction and report them monthly by utilizing Client's Software. Subscription trips will be tracked by pick up location only.
  - j. The Proposer shall provide for six reservation stations. PROPOSER shall provide adequate staff so that time on hold for customers is kept to a minimum. Maximum hold times may be established. Proposer proposed staffing for reservationists is to be filled out in Attachment K-2 Proposed Staffing and By Shift.
  - k. The Proposer is currently responsible for 22 VVTA computers and 44 monitors. VVTA will replace, as needed at VVTA's discretion – provided the equipment provided to Contractor has been properly maintained. VVTA's current replacement policy is set at approximately 5 years.
  - l. The Proposer staff shall maintain a professional, courteous attitude at all times. To the best of their abilities, all personnel assigned to this project shall answer, any passenger questions regarding the provision of service. The Proposer staff shall refrain from any discourteous or rude conduct, or profane language. VVTA has zero tolerance for such behavior and any such behavior shall be grounds for immediate removal from the project. For Quality Assurance purposes VVTA reserves the right to "listen-in" and record conversations by reservationists, customer service, route and schedule information, staff, etc.
  - m. The Proposer shall maintain the cleanliness and appearance of all VVTA owned and Proposer assigned vehicles according to (at a minimum) the requirements of Exhibit L-1 Bus Cleaning and Vehicle Appearance Program.

**B. Performance Requirements:** The Proposer shall be required to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform the Proposer's obligations under the subsequent agreement; to furnish all and sufficient labor, supervision, machinery, equipment, material, and supplies necessary therefore (other than equipment supplied by VVTA.) The Proposer shall be responsible for the operation and

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

maintenance of all Revenue and Non-Revenue Vehicles, plus spares, and for all other labor, equipment, insurance, supplies, storage, and facilities, other than marketing, schedules and fare media.

### C. Proposer Duties

- (1) The Proposer shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under the subsequent agreement, which include, but are not limited to, the following: maintaining all Revenue Vehicles and other vehicles; providing any support vehicles needed in addition to the Non-Revenue Vehicles provided by VVTA; providing operators, mechanics, and all other project personnel; training personnel; developing administrative procedures and financial records; providing security for the Revenue and Non-Revenue Vehicles and the Facilities; and suggest methods to improve effectiveness and maximize service efficiency.
  - i) VVTA Hesperia facility is equipped with security cameras and automatic gates and entrance doors which are on timers. VVTA does not currently require security guards at its Hesperia nor at its Barstow location.
- (2) The Proposer shall be responsible for the costs of all equipment and supplies necessary for performance of services (other than equipment specifically identified as provided by VVTA), as well as for the cost of maintaining, repairing, and replacing as needed (to be determined by VVTA) all equipment or supplies and for maintaining and repairing the CNG Stations; the Facilities; ITS components (including hardware); Revenue, Non-Revenue Vehicles; and replacing vehicle components (including major components such as engines and transmissions) and parts as necessary.
- (3) In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, providing well-maintained and mechanically safe vehicles, and providing back-up vehicles in an expeditious manner in the event of breakdowns and other service-related items that affect the reliability of service and otherwise carrying out all contractual obligations in a safe and reliable manner.
- (4) All required reports and invoices shall be submitted by the eighth (8<sup>th</sup>) day of the following month.

D. VVTA Duties: VVTA shall be responsible for carrying out its obligations, which include: providing Revenue Vehicles and Non-Revenue Vehicles; providing equipment and inventory; providing the ITS system and components; posting and maintaining bus stop signs; providing fare media including, but not limited to, blank and preprinted fare media; providing planning and marketing services; and paying CNG and unleaded fuel costs for Revenue and Non-Revenue Vehicles supplied by VVTA.

## II. SPECIAL SERVICE HOURS

A. General: VVTA may, in its discretion, request the Proposer to operate Special Service Hours that are in addition to the routes set forth in Attachment A-1. Any such request shall

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

be made in writing and shall be made not less than (10) ten days in advance of the date the Special Services will be needed. Under its agreement VVTA may request Special Services upon shorter notice or request period, the Proposer agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of VVTA Revenue Service under the Agreement. The Proposer shall provide, if requested up to four (4) hours monthly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to VVTA.

### III. STAFFING AND PERSONNEL REQUIREMENTS

#### A. General

- (1) The Proposer shall be solely responsible for the satisfactory work performance of all its employees as described in the agreement or in any reasonable performance standard established by VVTA. The Proposer shall be solely responsible for payment of all its employees' and/or subcontractors' wages and benefits.
- (2) Without any additional expense to VVTA, the Proposer shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and the Americans with Disabilities Act. The Proposer shall hold VVTA harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of statutory, regulatory, or contractual obligations to employees.

**B. General Manager:** The Proposer shall designate a General Manager who shall oversee the proper operation of services and overall performance of the Work. The General Manager shall be 100 percent dedicated to providing services for VVTA, unless otherwise approved in writing by VVTA. If VVTA approves a variance to the time dedication level of the General Manager, this variance is subject to immediate reversal at the discretion of VVTA.

#### C. Key Personnel

- (1) The Proposer shall maintain the Key Personnel identified in its Proposal and/or BAFO throughout the Contract Term. The Key Personnel shall include, the General Manager for VVTA, the Operations Manager for Hesperia, Operations Manager for Barstow, Data Manager, Maintenance Manager, Safety Manager and Training Manager. All of the Proposer's Key Personnel shall be 100 percent dedicated to providing services for VVTA, unless otherwise approved in writing by VVTA. If VVTA approves a variance to the time dedication level of any supervisory staff, this variance is subject to immediate reversal at the discretion of VVTA.
- (2) The Proposer shall provide all Key Personnel and other senior staff with a copy of the subsequent agreement and shall require all such individuals to read review and become familiar with the agreement. The Proposer shall submit a certification to VVTA signed by all Key Personnel and senior staff indicating they have read and understand the agreement.

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

### **D. Changes in Key Personnel**

The Proposer shall not, without prior written notice to and written consent from VVTA, remove or reassign any Key Personnel identified in its proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Contract Term. However, the Proposer may, following written notice and satisfactory explanation to VVTA, remove any such individual for misconduct or cause pursuant to the Proposer's established personnel policies.

### **E. Requirement for a Qualified Workforce; Compliance with Staffing Plan.**

- (1) The Proposer shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Revenue and Non-Revenue Vehicles as well as related equipment and systems used to perform the Work, to maintain the Hesperia and Barstow Facilities, to maintain the Hesperia and Barstow CNG stations, and to provide all other services and tasks required in the performance of the Work. The number, qualifications, experience, and class, craft, or position of the personnel provided shall be in accordance with the Staffing Plan submitted by the Proposer in its proposal and/or BAFO. The Proposer shall comply with its Staffing Plan throughout the Contract Term, and no change may be made in the Staffing Plan during the Contract Term without the prior written approval of VVTA.
- (2) As noted in the RFP, the Staffing Plan shall include Operations and Maintenance Trainers, individuals qualified to operate and maintain vehicles and equipment such as CNG compressors and all other CNG components as well as technical experts qualified, knowledgeable and experienced in ITS components; GFI Odyssey fareboxes and other fare equipment; destinations signs; electronic repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.
- (3) All of the Proposer's employees, at all times while on duty in the performance of service required under the agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained by Proposer to give accurate information concerning routes and schedules of services as approved by VVTA.
- (4) The VVTA Executive Director shall have the right to demand the removal from services under the Agreement, for reasonable cause (as decided by VVTA), any personnel (including key personnel and supervisory staff) furnished by the Proposer. Any such demand shall be made in writing and shall be promptly complied-with by the Proposer.

**F. Uniforms and Appearance:** The Proposer shall assure that its employees comply with the VVTA Uniform Policy set forth in Attachment D. Vehicle operators shall be in uniform acceptable to VVTA and shall wear badges clearly displaying their first name and employee ID number while performing their duties and shall display nameplates in their Revenue Vehicles also displaying their first name and employee ID number. Upon notice from VVTA concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the Proposer shall take all steps necessary to remove or remediate the cause

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

of the objection.

### **G. Specific Qualifications for Operators, Mechanics, and Supervisors**

**(1) Operators:** The Proposer shall require each vehicle operator to have and maintain all required California drivers' licenses, medical certificates, and other California Department of Motor Vehicles (DMV) required driver qualifications. The Proposer shall conduct pre-employment DMV checks of all prospective employees, including all independent Proposer or subcontractor employees hired for the services, and shall check DMV records at least every six months for accidents, vehicle code violations, and valid driver's licenses of all employees whose jobs require them to operate VVTA vehicles. The Proposer shall notify VVTA of the results of such checks and the corrective actions taken, if any. The Proposer shall also conduct pre-employment criminal background checks on all prospective employees and shall not without VVTA written consent hire any individual with a felony conviction to work on services under the subsequent Agreement.

**(2) Maintenance:** Maintenance personnel shall have certifications where available or previous experience (if certificate is not available). These include but are not limited to ASE Automotive, Transit Bus, and/or Heavy-Duty Truck; GFI Odyssey fareboxes; electronic fare media equipment; destinations signs; electronics diagnosis and/or repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios etc.; etc. The Proposer maintenance staffing plan must include a ratio of each type of staff (Mechanics A, B, C, leads/foremen, service advisor/administrators, parts clerks, etc.)

(a) Many of the most efficiently run transit agency maintenance departments are implementing highly trained specialized technicians in the 8 categories of the ASE certifications and are having those technicians spend the majority of their time working within those specialties; thus having "A" technicians in all pertinent categories. This creates the ability to diagnose and repair defects in less time, and with greater accuracy and quality than having every technician working on all areas of a vehicle. Another method agencies have been using to improve efficiency is to use service advisors/writers/administrators for proper work order generation, tracking, and processing, as well as real time down list updates. They also will do a better job communicating with dispatch, drivers, and technicians.

Using a wrench turning lead/foreman can assist the service advisor with assigning work to the appropriate technicians and offer assistance and guidance when technical problems arise is an additional technique that will improve efficiency.

This is much preferred to assigning the most experienced technician to be the administrator; a position s/he is generally less suited for and very likely uncomfortable with.

VVTA believes that this maintenance model would work well for VVTA and encourages proposers to consider placing this model into practice. Deviations from this model are acceptable but must be thoroughly explained to substantiate that the proposer is capable of maintaining the VVTA fleet in an acceptable state of good repair with accurate and timely documentation, communication, and with a minimum of sufficient vehicles to support daily requirements for service; including a minimum of

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

2 additional spare vehicles per mode to handle unexpected mechanical breakdowns during service hours.

(b) Proposer must submit the technician staffing level in terms of the number of technician hours available per 1,000 miles driven. Hours available per technician must take into account holidays, sick days, vacations, and paid breaks, reference (BEST FLEET MANAGEMENT PRACTICES AND PERFORMANCE MEASURES MANUAL, *Spectrum Consultants Inc. and California Fleet News Publishing*) and must be included in the staffing plan. This method of calculating the number of technicians needed for maintaining a fleet is the preferred method for most modern transit agencies. VVTA has determined through experience and is in agreement with TCRP report 184 that if all service work and mechanical repairs are performed in house it would require the following hands on minimums to properly maintain the fleet:

- (1.) 10 hours per 1,000 miles for 35, 40' & 45' transit, intercity & commuter buses.
- (2.) 5.5 hours per 1,000 miles for cutaway buses.
- (3.) 1 hour per 1,000 miles for support vehicles.
- (4.) With the mixed fleet of commuter, transit, cutaway and van revenue vehicles along with a large fleet of support vehicles the minimum technician available hours per 1,000 miles of total mileage should be between 6 and 7 hours.
- (5.) Adjustments for outside contracted repairs such as major component overhauls, etc. should be considered and documented in any proposal.

(c) The Proposer's maintenance staffing plan should include a lead/foreman/supervisor for every shift; number of service advisor/administrators; parts clerks; servicers; fuelers; washers; and hostlers. Furthermore, the staffing plan should identify how many of each staffing positions will be "on duty" for each shift (Attachment K-2). A description of maintenance positions and qualifications is included in Attachment M-1. Innovative ideas and methodologies for improved efficiencies should be included for consideration. All maintenance personnel that are required to operate vehicles outside the Facilities shall be required to adhere to the same training and licensing as the Proposer's vehicle operators.

(d) Agencies throughout the State have found that recruitment and retention is improved by providing a livable wage. Many agencies will start with wages at:

A mechanics: \$30.00 per hour.

B mechanics: \$25.00 per hour.

C mechanics: \$20.00 per hour or twice the minimum wage rate requirements of Federal or California law, (whichever is higher).

Note: It is not uncommon to provide a bonus per hour plan for ASE certifications to promote mechanics advancing their skill levels.

**(3)** The Proposer shall assure and document in writing that all operators, maintenance, and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation, maintenance, and fueling of the CNG and unleaded vehicles and the operation and maintenance of all equipment and systems used in the performance of the Work,



# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

including fareboxes, destination signs, and ITS. The Proposer shall also assure and document in writing that all operations and maintenance trainers are fully and adequately trained on the MMS maintenance management system.

**H. Compliance with Proposer Programs:** The Proposer shall fully implement all aspects of its Training Program, its Safety Program, and the employee incentive and employee retention programs in its Staffing Plan, as described in the Proposer's proposal and/or BAFO Training shall be a minimum of 180 hours per operator (40 hours classroom, 60 hours behind the wheel, and 80 hours of revenue service training) and this is to be documented with quarterly reports to VVTA.

**I. Systems Security and Emergency Preparedness Plan**

- (1) The Proposer shall incorporate and update the VVTA Systems Security and Emergency Preparedness Plan (SSEPP), Guidelines for Transit Threat Management and a Continuity of Responsibility Chart.
- (2) The Proposer shall assure and document in writing that all operators are trained for safety and security under the NTI Safety, Security, and Crises Management Booklet.
- (3) The Proposer's Plan has been incorporated into the VVTA Emergency Operations Plan. and include incorporation of all changes in the SSEPP to the VVTA Emergency Operations Plan, coordinating this effort with the VVTA Disaster Preparedness Coordinator.

**J. Compliance with Drug and Alcohol Testing Policy:** The Proposer shall comply with its Drug and Alcohol Testing Policy and with VVTA's Drug and Alcohol Policy (established in compliance with 49 C.F.R. Parts 653 and 654, as set forth in Attachment E-1), and with other drug and alcohol testing rules and regulations as may be required by FTA. The Proposer shall maintain random testing information and make it available for FTA reviews/audits. The Proposer shall schedule and meet quarterly with VVTA's Contract Compliance Manager to review The Proposer's compliance and to visit the Proposers D&A collection site(s) to assure FTA compliance. The Proposer shall make other information regarding its surveillance program available to VVTA upon request in accordance with any VVTA procedures.

**K. Worker's Compensation:** The Proposer certifies that it is aware of the provisions of Section 3700 et. seq., of the Labor Code which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees that it will comply with such provisions and submit satisfactory evidence to VVTA of such insurance or self-insurance before commencing the performance of Work under the Agreement and annually thereafter.

**L. Additional Personnel and Services:** If service under the Agreement is increased, requiring changes in the number of Revenue Vehicles, number of routes, and/or service frequency, the Proposer must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service.

**M. Employees of Prior Operator**

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

- (1) The Proposer shall be subject to and comply with the provisions of California Labor Code Sections 1070 – 1074 (See Exhibit F-5) regarding retention of employees of the prior Proposer.
- (2) Nothing in this Section shall be construed as **(A)** requiring the Proposer to recognize any union which represented the workforce of a prior Proposer (except as may otherwise be required by applicable law); or **(B)** requiring the Proposer to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement between that prior service provider and any union.

### IV. VEHICLES, MAINTENANCE, AND RELATED REQUIREMENTS

**A. Revenue Vehicles:** VVTA shall provide sufficient Revenue Vehicles, including spares of at least 20% as prescribed by FTA, for use by the Proposer in providing the services required under the Agreement. VVTA-provided Revenue Vehicles shall not be used for any non-revenue purposes with the exception of training and occasional marketing as directed by VVTA. The listing of Revenue Vehicles provided to the Proposer at the commencement of services under the agreement is set forth in Attachment B-1. It should be noted and considered in the Proposer's price proposal that VVTA is procuring and will have in service on or near the commencement of this contract twenty-three (23) new replacement revenue vehicles including twelve (12) EIDorado 40' Axess, four (4) EIDorado 35' Axess, and 7 EIDorado Aerotech 240.

**B. Non-Revenue and Other Vehicles**

(1) VVTA shall provide fourteen (14) Non-Revenue Vehicles for supervision/relief and shall provide up to an additional five (5) relief vehicles on or about the Commencement Date. VVTA-provided Non-Revenue Vehicles may be used by the Proposer solely for the performance of services under the agreement. The Proposer shall provide shop trucks and tow trucks, or tow service needed to provide services under the agreement.

(2) VVTA will require the occasional use of Non-Revenue vehicles.

**C. Initial Inspection and Condition Upon Return**

(1) Prior to the Commencement Date, the Proposer shall participate with VVTA in an acceptance inspection of all VVTA provided Revenue and Non-Revenue Vehicles (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles as of the time the Proposer commences work under the Agreement. Following the Commencement Date, the Proposer shall assume responsibility for maintenance and repair of all VVTA provided Revenue and Non-Revenue Vehicles in accordance with the Agreement.

(2) Upon termination of the Agreement (for whatever reason), the Proposer shall warrant that the Revenue and Non-Revenue Vehicles have been properly serviced and maintained, and are in good repair, in accordance with the Agreement, and shall return such vehicles to VVTA in sound mechanical condition, subject to ordinary wear and tear.

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT A – SCOPE OF WORK

### D. Vehicle Turnover Process

- (1) At least thirty (30) days prior to the termination date of the Agreement, VVTA will contract with a third-party Vehicle Maintenance and Inspection firm to inspect all revenue and non-revenue vehicles to report on existing condition of vehicles. Defects will be listed either as normal wear and tear and an acceptable condition which is available for revenue service, or deficient and not acceptable for revenue service according to VVTA standards and the current Proposer will be responsible for repairs. The current Proposer, and the Proposer taking over operations and maintenance responsibility, may participate in the vehicle inspection process set forth in this subsection. Any discrepancies noted by the third-party inspection vendor that are subject to dispute will be decided by VVTA's Maintenance and Facilities Director or Designee and his or her decision will become final.
- (2) The turnover inspections will be performed by a third-party vendor with oversight by a VVTA representative, a representative for the New Operator, and a representative from the current Proposer. The New Operator's may request a third-party auditor be used for the turnover (audit) process. If VVTA agrees, the New Operator will be solely responsible for all expenses related to such an audit.
- (3) The purpose of the turnover process will be to establish the condition of the Revenue Vehicle fleet, as of the review date, and to determine the specific repairs and maintenance that must be performed, by vehicle, in order to assure that all Revenue Vehicles will meet the vehicle condition requirements specified in subsection (c)(2). The current Proposer shall be solely responsible for promptly completing all repairs and/or maintenance identified in the audit as necessary to meet such vehicle condition requirements and shall also be solely responsible for the cost of all such repairs and maintenance.
- (4) If any dispute arises in the turnover process, VVTA shall first attempt to facilitate the resolution of such dispute through a meetings and/or conference with the Proposer and the New Operator. VVTA's Maintenance and Facilities Director will make the final decision. However, either the current Proposer or the New Operator may invoke a mandatory arbitration process, using an outside neutral arbitrator selected by VVTA, for a final and binding decision on all matters in dispute and the cost of which will be born equally by both parties. Prior to binding arbitration, VVTA may, in its discretion, require the parties to participate in a mediation process conducted by a neutral third party selected by VVTA and again the cost of which will be divided equally between the 2 Proposers.
- (5) By execution of the Agreement, the Proposer hereby consents to the mediation and arbitration process described in paragraph four (4) and further agrees to comply fully with any resulting arbitration decision.
- (6) The costs of any mediation or arbitration under this subsection shall be borne equally by the Proposer and the New Operator.

- E. Spare Ratio: VVTA will supply the Proposer with a sufficient number of Revenue Vehicles in order to provide at least a twenty percent (20%) spare ratio. If VVTA supplies sufficient vehicles to provide a higher spare ratio, the Proposer shall maintain those additional vehicles

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throughout the Contract Term.

**F. Vehicle Maintenance Standards:** The Proposer shall, at all times during the Contract Term, comply with the mechanical, safety, and appearance standards set forth in Attachment C-1. The Proposer shall, at its sole expense, cause all components of each Revenue Vehicle and Non-Revenue Vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, electronic, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The Proposer shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage or mechanical failure impairing the safe mechanical operation or proper appearance of the vehicle, such repair or replacement must be made within thirty (30) days. If this deadline is not met the Proposer shall at its own cost provide a temporary similar replacement vehicle on the thirty first (31<sup>st</sup>) day and thereafter until the mechanical problem has been repaired or the damaged vehicle is placed back in revenue service. Any Proposer-supplied vehicles must, at a minimum, be maintained using the same preventive maintenance, paint scheme, graphic, and cleanliness standards as the VVTA-provided Revenue and Non-Revenue Vehicles.

### **G. Vehicle Appearance**

- (1) The Proposer shall be responsible for maintaining the appearance of all Revenue Vehicles and Non-Revenue Vehicles. All Vehicles must be kept clean including, but not limited to, the following actions:
  - (A) the exterior (including front and rear) must be washed at least three (3) times a week;
  - (B) interiors must be swept or vacuumed daily (no blowing with compressed air);
  - (C) all dirt, debris, graffiti, and trash must be removed daily; and
  - (D) any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced within twenty-four (24) hours of discovery by Proposer and/or VVTA to eliminate hazards, minimize discomfort, and/or maintain excellent appearance; and
  - (E) vehicles must be waxed and detailed every six (6) months;
  - (F) all seats shall be shampooed at least every six (6) months (more often as necessary), and the vehicle fumigated against vermin as necessary. The regular cleaning procedure must include, but is not limited to, all areas of the Vehicle including bumpers, wheels, aluminum wheels, windows, panels, grab bars, and seats. Wheels should be free of dirt and debris and maintained in a high gloss state/finish.
- (2) The Proposer shall assure that all Vehicles used in Special Services meet the highest standards of cleanliness and appearance. At a minimum, prior to being used for Special Services, each Vehicle will be cleaned and prepared using the regular cleaning procedures. The Proposer shall provide VVTA with monthly reports documenting the cleaning, shampooing, waxing, detailing, and fumigating of all vehicles.
- (3) All Revenue Vehicles and Non-Revenue Vehicles, including support Vehicles provided by the Proposer, shall have the decals, graphics and/or logos prescribed or approved by VVTA, located on the Vehicles in accordance with VVTA's direction, and shall have no other markings or brandings.

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### H. Inspections.

- (1) Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the operator. For Revenue Vehicles this inspection shall be performed prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the Proposer in the Drivers' Vehicle Reports (DVRs) and shall be available to VVTA upon request.
- (2) The Proposer shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Agreement. If the Proposer receives an unsatisfactory rating from CHP, the Proposer shall so notify VVTA immediately by telephone and in writing and shall identify steps which will be taken to correct any deficiencies. If any Revenue Vehicle is shut down by CHP or another cognizant authority, including VVTA, as a result of an unsatisfactory CHP rating, such vehicle shall not be operated, and the Proposer shall be subject to performance penalties under Section 20(e)(2)(D) of the Agreement, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect which VVTA agrees was due to the manufacturer, the performance penalties shall not apply.
- (3) VVTA reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the Proposer, any vehicle the Proposer utilizes which VVTA deems unacceptable. In the event any vehicle with VVTA markings is rejected temporarily by VVTA as a result of deficient vehicle condition or appearance, the Proposer shall be subject to performance penalties under Section VX(F)(2)(E) &(M), until the condition is corrected by the Proposer to the satisfaction of VVTA. In the event any vehicle with VVTA markings is rejected permanently by VVTA as a result of vehicle condition, the Proposer shall replace such vehicle and shall be subject to performance penalties under Section VX(F)(2)(E), until such vehicle is replaced by the Proposer with one that is satisfactory to VVTA.

I. **Preventative Maintenance:** The Proposer shall perform routine preventive maintenance inspections and servicing on Revenue Vehicles at intervals as outlined in VVTA's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower, and on Non-Revenue Vehicles at intervals as outlined in VVTA's maintenance policy or the recommended vehicle manufacturer's specifications, whichever is lower. The Proposer shall also conduct more extensive inspection and servicing as outlined in VVTA's maintenance policy or as specified by the transit vehicle manufacturer, whichever is lower. In no event shall the Proposer be more than 500 miles late in any preventative maintenance inspection.

J. **Parts and Supplies:** In carrying out all scheduled and unscheduled vehicle maintenance and repairs, the Proposer shall use parts and supplies from the original equipment manufacturer (OEM) or parts and supplies that are better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product and supplies that VVTA finds is not equal or better in quality or service to the OEM product.

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- K. Fluid Analysis:** As part of its maintenance program, the Proposer shall implement a VVTA approved fluid analysis program. At appropriate intervals, the Proposer shall retrieve samples of the required fluids and have the samples analyzed at either facility approved by VVTA, at the Proposer's sole expense. Results of all fluid analyses shall be transmitted to VVTA. The fluids covered by this program and the applicable requirements are as follows:
- (1) Engine oil shall be analyzed in advance of each preventive maintenance inspection, as directed by VVTA, and each unscheduled oil change.
  - (2) Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule, and at a minimum shall be analyzed annually.
  - (3) Coolant and differential fluid shall be analyzed at least annually.
- L. Synthetic Lubricants:** The Proposer shall use synthetic lubricants in transmission, differential, and hydraulic reservoirs of the Revenue Vehicles except where directed not to by manufacturer. The Proposer shall use synthetic or synthetic blend engine oil unless otherwise recommended by manufacturer. The Proposer shall obtain VVTA's advance approval of any synthetic lubricants it intends to use in the Revenue and Non-Revenue Vehicles and any changes in the VVTA-approved synthetic lubricants.
- M. Maintenance Management System (MMS) Record Keeping - Vehicles:** VVTA will provide an automated Vehicle Maintenance Management System i.e. Ron Turley and Associates (MMS) to be used as a stand-alone system or in addition to the Proposer's standard vehicle record keeping system. The Proposer shall use the MMS to record, monitor, and report on all Revenue and Non-Revenue Vehicle maintenance, inspections, parts utilization, fueling, and repair activities. In addition, the Proposer shall use the MMS to record and report on warranty repair information in accordance with Section 10(b), CNG information in accordance with Section 11(c), and Facility information in accordance with Section 12(d)(5) of the subsequent Agreement. The MMS shall be directly interfaced to VVTA's computer system. The Proposer shall ensure proper use of the MMS system and properly & correctly enter all the required data into the MMS system on a daily basis. The current RTA version is 7.2.5.17.5 as of 05/16/18. There are 6 tables provided to Maintenance and 2 provided to Facilities. The added modules are Paperless Shop, Paperless Inspection, Electronic Fuel, Tool Check Out, KPI, Best Practices, Image Viewer, and Watchdog. RTA must be updated in real time except for fuel & mileage, that may be updated daily.
- N. Applicable Codes and Regulations:** The Proposer shall be responsible for assuring that all vehicles utilized in service under the Agreement are safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to FVMSS and the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each Revenue Vehicle is required to be inspected at least annually by CHP. VVTA shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to VVTA, and any applicable signed certification shall be displayed or carried on the vehicles.

**O. Response Times and Actions**

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- (1) In the event of a breakdown call, the Proposer shall promptly dispatch a substitute Revenue Vehicle and call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipt of a trouble call until the arrival of a substitute vehicle) shall be no more than thirty (30) minutes. VVTA reserves the right to establish additional criteria regarding the reliability of the Proposer's response in the event of breakdowns.
- (2) The Proposer shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report as recorded in the Daily Log. If the vehicle has been damaged by collision or fire and must be towed or transported by flatbed truck, the full vehicle must be covered by a tarpaulin or other means. The Proposer shall comply with all applicable state and local height restrictions in towing or otherwise removing vehicles.

### **P. Permits and Fees**

- (1) VVTA shall be responsible for licensing and registration fees which are specifically required by the DMV or other governmental bodies for VVTA provided Revenue and Non-Revenue Vehicles operated under the Agreement (including the cost of license plates).
- (2) The Proposer shall be responsible for assuring that all Revenue and Non-Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times. The Proposer shall also be responsible for the cost of replacing license plates on Revenue and Non-Revenue Vehicles when necessary due to damage or wear and tear (i.e., because of chemicals used for cleaning).

### **V. VEHICLE WARRANTY REPAIRS**

- A. Responsibility:** The Proposer shall be responsible for the exercise and enforcement of all warranties relating to the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure and document in writing quarterly that all warranty covered repairs are performed in a timely fashion.
- B. Notice of Defects:** If the Proposer detects a defect or malfunction within the applicable warranty period, the Proposer shall promptly notify VVTA of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the Proposer shall promptly notify VVTA of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution. The Proposer shall also record all warranty repairs in the MMS system.
- C. Training:** The Proposer shall assure and document in writing that all appropriate maintenance personnel receive training classes on warranty procedures for the Revenue and Non-Revenue Vehicles and all systems, components, and subcomponents thereof.
- D. VVTA Role:** VVTA agrees that it will take whatever actions may be appropriate to assist the Proposer in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the Proposer, VVTA will directly contact the equipment manufacturer or supplier

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to pursue the prompt resolution of warranty issues.

- E. Performance Penalties:** If the Proposer's recovery percentage on vehicle warranty repairs is less than 80 percent during any calendar quarter of the Contract Term, the Proposer shall be subject to performance penalties. The Proposer shall provide VVTA with quarterly reports of all applicable VVTA warranty claims and reimbursements on a form acceptable to VVTA.

### VI. CNG RESPONSIBILITIES

- A. Duty to Maintain:** The Proposer shall be responsible for the safe, efficient, and effective operation, maintenance, and repair of the VVTA CNG Compressor Equipment located on the Hesperia and Barstow sites. This includes implementation of daily and weekly inspections, complete preventative maintenance and repair of all CNG station components which include but is not limited to:
- i. ANGI Buffer Valve Panel K01-90-007
  - ii. Three (3) Ariel Electric Drive Compressors Model # ARIEL F-29742
  - iii. Angi Series II Hi Flow Bus dispensers - Angi Series II Fleet car dispenser
  - iv. Kohler Power Systems Model # 600REOZMB Diesel Generator  
Broadlux Technology Solutions FuelForce fuel management Systems Model # FF814
  - v. XEBEC Model # STR30NGX-4 Duplex (300) Dryer. Proposer is also responsible for the safe and efficient fueling of the VVTA CNG Revenue and Non-Revenue Vehicles. The Proposer shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of all CNG vehicles.
- B. Experience and Training:** The Proposer must demonstrate knowledge of CNG fueling stations similar to VVTA's and will present staff who can demonstrate experience and training from ANGI International and/ or Ariel Corporation on Ariel compressors and other components.
- C. VVTA's Responsibility:** VVTA will provide oversight and will review all reports and issues regarding the CNG station and may hire a consultant to assure the Proposer is fulfilling required responsibilities with regard to optimum reliability, preventive maintenance, and operation of the CNG Station.
- D. Compliance with Plans:** In providing services under the Agreement, the Proposer shall comply with all aspects of the CNG Maintenance/management procedures outlined in the Weaver, Inc. and VVTA facilities maintenance manuals. The Proposer shall prepare and submit to VVTA a CNG maintenance plan, a CNG training plan, CNG fuel island safety procedures, and a CNG fuel tank inspection program. Fuel tank inspection and other required safety and maintenance activities shall be performed by qualified technicians. In addition, VVTA reserves the right to require additional training as may be appropriate, including refresher CNG training.
- E. Reporting:** The Proposer shall provide daily, weekly, quarterly, semiannual, and annual work orders in the MMS maintenance program documenting preventive maintenance and necessary repairs to maintain the CNG station at an optimum service level. Proposer will provide a quarterly report that identifies any issues or problems that have arisen in



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connection with the operation, maintenance, and repair of the CNG station.

### VII. OPERATIONS AND MAINTENANCE FACILITIES

#### A. Proposer Use

- (1) The Proposer shall share the Facilities with VVTA Administration and shall use its portion of the facilities solely for the purposes of operating service and maintaining vehicles and equipment under the Agreement. The Proposer's right to use the Facilities may not be transferred or assigned.
- (2) The Proposer shall be deemed to have a revocable license to use the Facilities during the term of the Agreement. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property.

**B. Initial Inspection:** Immediately prior to the Commencement Date, the Proposer and VVTA will conduct a joint inspection to establish the overall condition of the Facilities as of the time the Proposer commences work under the Agreement.

**C. Facilities Maintenance Manuals:** Prior to the Commencement Date, VVTA will provide the Proposer with a Facilities Maintenance Manuals which describes maintenance requirements relating to the Facilities and equipment therein, sets forth preventative maintenance schedules, and identifies all warranties relating to the Facilities and the equipment therein. The Facilities Maintenance Manuals will be accompanied by a list of the initial inventory of the equipment, tools, and other property to be used to provide services under the Agreement.

#### D. Duty to Maintain

- (1) The Proposer shall be responsible for all maintenance and repair of the Hesperia Division and Barstow Division Facilities including but not limited to: the grounds & landscaping; HVAC; photovoltaic array; cleaning of all interiors and exteriors of buildings, emergency generators, parking areas, bus wash and service islands; and all equipment and materials therein. The Proposer shall maintain the Facilities in a clean and orderly condition at all times during the term of the Agreement, and shall conduct all maintenance, repair, and cleaning of both of the Facilities, in their entirety, at its sole expense and in compliance with the terms of the Facilities Maintenance Manuals and its Facilities Maintenance Plans. The Proposer shall return the Facilities to VVTA upon the expiration date of the Agreement, or on an earlier date if applicable, in the same condition in which it was received, normal wear and tear accepted.
- (2) The Proposer shall not make any structural modifications to the Facilities without VVTA's prior written consent.
- (3) The Proposer shall, at its sole expense, repair, maintain in good condition, and replace (as necessary) all equipment used in the Facilities. The Proposer shall maintain all equipment in accordance with the manufacturer's preventative maintenance program and record all maintenance performed in the MMS system. All replacements made by

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Proposer shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to VVTA's approval in writing. Replacement equipment and materials shall be from the OEM or be better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product that VVTA decides is not equal or better in quality or service to the OEM product.

(4) In the event that it is necessary to replace major capital equipment in the Facilities after the period of warranty coverage of that equipment has expired, the Proposer shall request that VVTA replace said equipment. VVTA shall comply providing the Executive Director (or designee) determines that the Proposer complied with and has documentation of following the manufacturer's preventative maintenance schedule and the need for replacement was not due to any act or omission of the Proposer. If it is determined that said equipment was not properly maintained, VVTA shall require the Proposer to participate in the cost of replacement at a negotiated share up to one hundred percent (100%).

(5) The Proposer shall use the MMS system to record, monitor, and report on all maintenance activities regarding the Facilities and the equipment therein.

(6) VVTA will provide the Proposer with the phone system, high speed internet service, and certain hardware and software. The Proposer will be responsible for the "fair share" cost of the phone and internet service. This amount will be negotiated and, at its discretion, VVTA shall invoice the Proposer or deduct the amount from the Proposer's monthly invoice.

**E. Inspections and Repairs:** VVTA shall have complete and open access to the Facilities for purposes of inspecting and making repairs or performing maintenance or replacements on behalf of and for the account of the Proposer. The Proposer shall, upon demand, pay to VVTA the cost and expenses incurred by VVTA's performance on behalf of Proposer.

### **F. Environmental Requirements**

(1) During the Contract Term, the Proposer shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities, and shall comply with all applicable Federal, State, and local laws, regulations, and requirements as well as all the requirements of the VVTA Sustainable Operations & Maintenance Policy.

(2) Proposer shall be responsible to provide an Environmental Plan that covers all local, state, and federal regulations and requirements.

(3) VVTA shall provide the successful Proposer with an environmental audit of the Facilities as of the date the Proposer commences operations therefrom.

(4) The Proposer shall, at its sole expense, conduct an environmental audit of the Facilities, prepared by an independent certified environmental engineer, immediately prior to the end of the Contract Term. VVTA shall have the right to select the person or firm that will perform such audit. The Proposer warrants that it will return the Facilities to VVTA in

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compliance with all Federal, State, and local environmental laws, regulations, and requirements, and that it will take all remedial actions necessary to remove any hazardous materials from the Facilities.

- (5) In this Section, the term “hazardous materials” includes all materials, products, waste, substances, chemicals, etc. identified as “hazardous” by federal, state, or local agencies and/or authorities. Proposer shall be responsible to develop and implement environmental management plans required by any and all Federal, State, County and local governments.

### **G. Warranties**

- (1) The Proposer shall be responsible for the exercise and enforcement of all warranties related to the Facilities and the equipment therein. The Proposer shall exercise due diligence in monitoring all warranties relating to the Facilities and equipment and shall conduct appropriate inspections prior to the end of all warranty periods.
- (2) The Proposer shall promptly notify VVTA of any actions it takes to enforce such warranties and of any disputes regarding warranty coverage. The Proposer may not waive any such warranties without VVTA’s prior written consent.

- H. Performance Penalties:** If the Proposer fails to satisfy its obligations regarding the maintenance of the Facilities, fails to implement and comply with its Facilities Maintenance Plans, fails to comply with the Facilities Maintenance Manuals, or fails to properly exercise and enforce all warranties relating to the facilities and the equipment therein, the Proposer shall be subject to performance penalties.

## **VIII. ITS REQUIREMENTS**

### **A. General**

- (1) VVTA shall provide the Proposer with the use of ITS products, which are designed to: improve system communications; to computerize ADA reservations, dispatch, and manifests; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to provide bus stop announcements; to provide automatic passenger counting; and to provide more accurate and timely information and data on system and Proposer performance.
- (2) The Proposer shall fully utilize the ITS system in order to achieve the objectives described in paragraph (1) and to maximize the benefits available to the demand response (DR), fixed route (MB) and Commuter Bus (CB) system through the use of ITS.
- (3) The Proposer shall implement and comply with the ITS Management and Operations procedures submitted and shall update those procedures (with VVTA’s approval) as necessary during the Contract Term.

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- (4) The Proposer shall utilize the ITS system and the information and data generated in the preparation of its monthly invoices and schedule adherence and all other ITS related reports.

### **B. Operator Use and Training**

- (1) The Proposer shall be responsible for ITS operator and supervisor training throughout the Contract Term. This includes information on the purpose, objectives, capabilities, and key features of the ITS system; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using mobile computer/display terminals (MCT/MDTs) and the communications system for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.
- (2) The Proposer shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
- (3) The Proposer shall assure that each vehicle operator logs into the ITS system at the commencement of a trip, route, or operation and uses the ITS system throughout his or her shift during daily operation of a Revenue Vehicle. The Proposer shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply up to and including termination.
- (4) If an operator or employee of the Proposer in any way vandalizes, deliberately breaks or alters an ITS unit, the Proposer shall immediately remove the individual from employment in VVTA's operations services. Actions that are a basis for dismissal under this paragraph include severing, cutting, piercing or otherwise breaking, disconnecting, or destroying the ITS components or associated cabling, wiring, or other sub-components, or otherwise using the system for purposes other than intended by VVTA.

### **C. Dispatcher Use and Training**

- (1) The Proposer shall be responsible for utilizing the VVTA ITS and training dispatchers throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and key features of the ITS system; methods and procedures for monitoring late trips, early departures, time point no-shows, late log-ins and early log-offs, and service accidents and incidents; procedures for logging in by the dispatcher in the event of operator failure; and requirements for maintaining Daily Logs including all incidents. During normal business hours VVTA Customer Service Staff must be immediately notified regarding all late trips, missed trip, accident, passenger injuries, police activity involving VVTA 's vehicles or passengers and Proposer's employees.
- (2) The Proposer shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS system, VVTA Watch, and all related equipment, in accordance with the appropriate training program or procedures.
- (3) The Proposer shall require its dispatchers to log in or connect operators to the full capability of the ITS system, its equipment, materials and components in the event an operator fails to take that action upon commencement of a trip, route, or operation.

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Following such actions, the operator shall receive disciplinary action.

### **D. Maintenance Use and Training**

- (1) Portions of the ITS system equipment may be under maintenance warranty with the ITS provider. At the end of any warranty period and thereafter, the Proposer shall be responsible for the maintenance, replacement, and repair of the ITS system, including all the equipment, materials and systems therein, in accordance with industry standards and with applicable builders' or manufacturers' manuals, standards, specifications, and instructions for proper maintenance and repair. Service Contract may be available for purchase from the ITS vendor.
- (2) The Proposer shall assure and document in writing that each individual involved in the maintenance of the ITS system is fully trained in the appropriate maintenance procedures and requirements, in accordance with manufacturer's and industry standards.
- (3) The Proposer shall establish and maintain a backup or alternative method of data collection that will be available in the event of any failure.
- (4) The Proposer shall not be held accountable for route delays that are shown to be a result of any catastrophic ITS failure.

**E. Data Collection:** The Proposer will be responsible for accurate and regular collection & review of all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the ITS system, and for making all such information available to VVTA.

**F. Remove and Install ITS Equipment:** The Proposer shall be responsible for the removal of ITS equipment from retired Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by V VTA. VVTA shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient ITS equipment for transfer from retired to new buses.

## **IX. MATERIALS AND EQUIPMENT REQUIREMENTS**

**A. General:** The Proposer shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Agreement.

### **B. Communications Equipment**

- (1) VVTA will provide a two-way mobile communications system in each Revenue Vehicle and will pay the airtime costs of such system. VVTA will also be responsible for providing communication devices to assist in dispatching and other communications between Revenue and Non-Revenue Vehicles, dispatching facilities, the Facilities, supervisory personnel, and VVTA in a communication network. VVTA shall be responsible for the air time costs of such portable equipment. The Proposer shall be responsible for maintaining all communications and equipment systems in good operating condition, in accordance with applicable maintenance standards and procedures, and for making any necessary repairs.

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- (2) The communications system shall enable operators to communicate directly with a dispatcher during Revenue Service hours. The Proposer's dispatcher must have direct access to a telephone at all times.

### C. Fare Collection Equipment

- (1) VVTA will provide a complete GFI Odyssey farebox and related fare collection equipment for fixed route (MB) Revenue Vehicles. VVTA will also provide a vault, probing unit, computer, and other necessary equipment for collecting fare revenues and ridership data from the fareboxes.
- (2) The Proposer shall repair and maintain the fareboxes and all related fare collection equipment to OEM Standards. Fareboxes shall at all times accept fare media supplied by VVTA. Any failure by the Proposer maintained farebox to accept fully functional media will be considered to be a Proposer farebox malfunction. The Proposer shall also be responsible for **(A)** the proper operation, training, and maintenance of all diagnostic equipment and spare parts; and **(B)** probing (downloading ridership data), collecting fare revenue at the end of daily revenue operation on every (MB) and (CB) Revenue Vehicle used, and ensuring that the data received is accurate and timely.
- (3) The Proposer shall collect all Direct Access (DR) fares and reconcile fares to ridership daily and enter the collected data into the VVTA TransTrack system. A reconciliation cash fare shortage difference of no more than two percent (2%) is acceptable.
- (4) VVTA will spot check (i.e. reconcile) individual fareboxes on a random basis. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.
- (5) Any revenue vehicle equipped with a GFI that is placed into (MB) (CB) revenue service without an operable GFI farebox or if a malfunctioning farebox that is not repaired or replaced within sixty (60) minutes of the reported malfunction will be a cause for Performance penalties.
- (6) Provide an auditable process to collect fare until an in-route fare box failure has been repaired or the farebox is replaced.

D. **Tires:** The Proposer shall be responsible for providing (through purchase or lease) all tires and spares for all Revenue and Non-Revenue Vehicles. The Proposer shall be responsible, at the termination of the Agreement, for returning the Revenue Vehicles with tires that meet the following standards:

- (1) Front axle Transit Bus -- Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable. Cutaway Bus – Tires shall have a tread depth of 8/32" and recapped or regrooved tires are not acceptable. Support vehicles – Tires shall have a tread depth of 7/32" minimum and recapped or regrooved tires are not acceptable.
- (2) **Rear axle Transit Bus:** Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32". Cutaway Bus

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– Tires shall have a tread depth of 6/32” minimum. The tire height between two tires on the same hub should not vary more than 3/32”. Support vehicles – Tires shall have a tread depth of 6/32” minimum and recapped or regrooved tires are not acceptable.

(3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturer’s rub bars) are not acceptable.

**E. Destination Signs and Security Cameras/System:** The Proposer shall perform required maintenance to ensure constant display on all vehicle destination signs. The Proposer shall be required from time to time to revise destination sign readings to reflect route changes or other relevant service information, as specified in writing by VVTA. Any vehicle placed into revenue service without an operable electronic Destination Sign (front, side and rear as equipped), or an operable Security Camera/System without VVTA written approval for that day will be a cause for Performance penalties.

**F. Spare Parts and Supplies:** At its sole expense, the Proposer shall provide, and maintain stores of, spare parts, supplies, and lubricants necessary for the orderly maintenance and operation of Revenue and Non-Revenue Vehicles and for other equipment and systems used to provide the service. The Proposer shall properly store and dispose of all materials, without limitation, required in the operation of the services.

**G. Replacement Materials and Equipment:** The Proposer shall use replacement materials and equipment from the OEM or materials and equipment that are better or equal in quality and service. VVTA reserves the right to reject the use of any after-market product that VVTA decides is not equal or better in quality or service to the OEM product.

### X. INVENTORY REQUIREMENTS

**A. Initial Inventory:** VVTA shall provide the Proposer with an initial inventory of equipment, tools, and other property to be used to provide services under the Agreement. A list of this initial equipment inventory is set forth in Attachments B-3 and B-4. The initial inventory may be added to, and the inventory list updated accordingly, during the Contract Term.

**B. Obligations of Proposer:** Proposer acknowledges receipt of initial VVTA owned equipment/property inventory. The Proposer shall be responsible for returning to VVTA, at the termination of the Agreement (whether for cause or expiration of its term), property and equipment of equivalent type, value (as of the date acquired), and condition as that identified in the updated initial equipment/property inventory list, subject to normal wear and tear.

**C. Final Inventory:** VVTA shall conduct a final VVTA owned equipment/property inventory during the last month of the Contract Term. If any property or equipment is determined, on the basis of a comparison of the updated initial inventory list to the final inventory list, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the Proposer shall be responsible for either replacing such property or equipment or compensating VVTA for its replacement value. VVTA may deduct any amount due for the replacement of property or equipment from the final monthly payment due to the Proposer. If the amount due for replacement exceeds the amount of the final payment, the Proposer shall pay VVTA that excess amount within 30 days after notification from VVTA.

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### XI. COMPUTER AND TECHNOLOGY REQUIREMENTS

A. **Supplied Computer Equipment:** VVTA will supply computers to operate VVTA mandated software applications in support of services provided under the Agreement. The Proposer shall be responsible for the proper care and handling of all VVTA provided computers and network equipment. No additional software may be loaded on VVTA-owned computers by the Proposer, nor may the Proposer move or relocate any VVTA-owned computers without the express written prior approval of VVTA's IT Manager.

(1) **Telephone System:** The telephone system is owned by VVTA, it is a VoIP system, and is manufactured by ShoreTel. The majority of the telephones are ShoreTel model IP230 and IP480. There are currently 87 phones in use. They are completely and easily configurable by VVTA's IT department. Many of the features are configurable on each phone by each user. The telephones are compatible with Microsoft Outlook. VVTA has 2 servers for the telephone system. The first server is for the main system and the other is for the ShoreTel Enterprise Contact Center (ECC.) The system is capable of voicemail, call recording, and many reports for both telephone usage and ECC performance. The contractor's share for the past 12 months has been approximately \$28,000.00

B. **VVTA Network and Proposer Network:** Two separate networks will be maintained at the Facilities, one to support VVTA-owned computers and printers and a second to support Proposer-owned computers, servers, and printers, in accordance with the following:

(1) **VVTA Network:** All VVTA-owned computers and printers will be on a network separate from the Proposer network at the Facilities. No Proposer-owned computers may be connected to this network. These VVTA-owned computers and printers will be used by the Proposer to run VVTA-mandated software applications required to support the maintenance contract. The Proposer shall be responsible for the proper care and handling of all VVTA provided computer and network equipment.

(2) **Proposer Network:** VVTA will supply the required network infrastructure for the Proposer to implement a local area network (LAN), separate from VVTA's on-site network, for the purpose of conducting Proposer-specific business functions. All Proposer-owned computers must be placed on this network. No equipment may be added to the VVTA network by the Proposer. The network infrastructure will consist of Category 6 Unshielded Twisted Pair (UTP) cabling, wall jacks, and an Ethernet network switch (es) allowing connections within the maintenance facilities.

i) Proposer is on a separate internet connection. There is rack space available for routers, switches and servers. There should not be any additional cabling or other facilities work required to Proposer's IT systems. The setups at both facilities are not identical at this time. Barstow only has one internet connection and separate VLAN. Both facilities are tied together through a dedicated 10/10 Verizon circuit at Barstow and fiber 30/30 internet connection at Hesperia.

C. **Software:** VVTA-owned computers at the Facilities will be equipped with the necessary software applications. The Proposer shall use these applications for the ITS systems, Schedule Adherence Reporting, Customer Comment Reporting, Vehicle Maintenance



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Management (MMS), Vehicle Maintenance Fuel Management, Facilities Management, TransTrack, and any other software deemed necessary by VVTA. No additional software may be loaded by the Proposer onto VVTA-owned computers. The Proposer is responsible at its sole expense for ensuring all vehicle diagnostic software is up to date, complete, and properly licensed.

- D. **Facsimile:** The Proposer shall also provide and maintain an on-site operating facsimile machine.
- E. **Contracted IT Service by Proposer:** Proposer shall be required to have IT service available for the maintenance, service and repair of Proposer assigned equipment. Technician must be able to make repairs within three hours from initial call. VVTA staff shall not be available to provide this service.

### XII. FARE COLLECTIONS AND SALES

- A. **General:** The fare structure shall be established by VVTA and may be modified during the Contract Term. Currently accepted fare media (in addition to cash fares) includes all approved VVTA fare media. VVTA requires exact change for cash fares. Bus operators shall neither make change nor issue stored value cards for change. VVTA does not accept pennies in its fareboxes.
- B. **Proposer Responsibility**
  - (1) The Proposer shall conduct training for all drivers/operators, so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.
  - (2) The Proposer will be responsible for implementing and managing “on board” prepaid pass sales. Proposer shall distribute preprinted fare media to bus operators for sale on the bus. The Proposer’s “on board” prepaid pass sales plan must include submission to VVTA weekly reconciliation reports on forms approved by VVTA.
- C. **Farebox Receipts:** Proposer shall use a bonded third party (such as armored car service) to pick up, count, and deposit daily MB and CB farebox cash receipts. Farebox revenues will be transferred to the secured vault using supplied fare collection equipment eliminating all contact/access to the monies by Proposer personnel. Fare collection training shall be conducted by the Proposer, and proper fare collection shall be enforced by all project personnel. Proposer shall count and reconcile to manifest all collected Direct Access (DR) cash fares and coupons on a daily basis. Total fare revenues (cash receipts) are to be deposited by the bonded third party into a separate account, for farebox revenues only, maintained by the VVTA. All fares collected shall be correctly attributed to the correct type of service i.e. Fixed Route (MB), County Routes (MB), Commuter Bus (CB) and Direct Access (DR) Intercity Bus. VVTA shall randomly reconcile individual MB and CB farebox receipts (cash fares) to the GFI records and Direct Access (DR) receipts to manifests to assure accuracy and quality control. Any discrepancies that show the cash revenue short by more than two percent (2%) will be a cause for Performance penalties.
- D. **Bank Records and Accounts:** VVTA shall maintain a separate bank account for deposit of

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VVTA fare revenue (cash receipts). The Proposer shall provide copies of all deposit slips listing all currency and coin by type and denomination and VVTA shall authorize the bank to provide directly to the Proposer a duplicate copy of the monthly bank statement. In each monthly invoice, the Proposer shall provide a reconciliation of the bank deposits with the GFI (or other) farebox reports by type of service provided i.e. by Fixed Route (MB), County Routes (MB), Intercity Routes, Commuter Bus (CB) and ADA (DR) in a format approved by VVTA. The total amount of farebox revenue deposited must equal, at a minimum, the farebox revenues reported by the GFI (or other) electronic farebox system. The Proposer shall be held accountable for any variance or discrepancies between the farebox revenues reported by the GFI (or other) electronic farebox system and the bank deposited revenue.

- E. **Security:** VVTA reserves the right, following consultation with the Proposer, to establish security policies and procedures for the handling and counting of farebox receipts. This shall include but not be limited to counting daily farebox receipts prior to delivery of these receipts to the bonded collection/deposit provider for verification against amounts actually deposited.

### XIII. MARKETING, ADVERTISING, AND PASSENGER SERVICES

- A. **VVTA Rights and Responsibilities:** VVTA shall provide marketing, public relations, and advertising services. VVTA's decisions on all matters relating to advertising shall be final. Advertising on the exterior of Revenue and Non–Revenue Vehicles is prohibited unless prior written consent is obtained from VVTA, and the terms and conditions of any such advertising shall also be subject to prior written approval by VVTA. Proceeds of any advertisement shall be remitted to VVTA. Currently VVTA does not allow any commercial advertising on its buses.
- B. **Proposer Obligations:** The Proposer shall cooperate in VVTA's marketing and advertising (such as through the installation and removal of all interior and exterior signage and decals, including advertising signs, rider alerts, newsletters, and bus scheduling information) at no additional expense to VVTA. The Proposer may not use the VVTA name or logo without VVTA's prior written consent.
- C. **Bus Schedules:** The Proposer shall be responsible for ensuring proper care, protection, handling, and maintenance of the VVTA Bus Schedules, and for ensuring that there is an adequate supply of Bus Schedules onboard each Revenue Vehicle at all times during Revenue Service. Each bus shall have a supply of the Bus Schedules for the routes performing and at a minimum Bus Schedules for connecting routes. Bus Schedules shall be used solely for the intended purpose of providing information to passengers and shall not be used for other purposes (such as cleaning, etc.).
- D. **Bus Stop and Shelter Conditions:** The Proposer shall require bus operators and road/field supervisors to be vigilant in reporting conditions at bus stops, transfer locations, and shelter locations that require remedial attention including but not limited to graffiti, trash, damage, filth, loitering, safety, and vandalism. These conditions shall be reported to VVTA as they occur, and the Proposer shall compile monthly summary report by jurisdiction shall be submitted to VVTA by the eighth (8<sup>th</sup>) day of the following month.

- E. **Posting and Replacement of Maps and Rider Info displays:** Upon request by VVTA the

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Proposer shall post or replace system maps, route maps, and schedule info posters or displays at VVTA bus stops, shelters, and transfer points.

- F. Route and Schedule Information:** In order to keep hold time to a minimum the Proposer shall provide an adequate number of qualified personnel to provide route and schedule information from incoming phone calls for the entire span buses are in revenue service and for thirty (30) minutes after the last bus goes out of service (currently that is from 4:15 a.m. – 9:49 p.m. every weekday and from 6:30 a.m. – 8:30 p.m. Saturday and Sunday (except specified holidays.)
- 1 **Complaints received by Proposer:** Proposer shall transfer all customer complaints, ADA certification information requests, and other customer service issues to VVTA Administration. The Proposer shall obtain VVTA approval for customer service telephone numbers. VVTA requires that the Proposer relinquish customer service telephone numbers upon termination of the Agreement and make them available to any successor Proposer.
- G. Reception and Pass Sales:** The Proposer shall provide a receptionist in the front lobby to direct the public accordingly, to manage lost and found, to provide general information and to sell bus passes and other fare media as required by VVTA. Reception (includes lunch and break relief) must be trained and knowledgeable of the VVTA fares, routes, schedules, ADA requirements and specific software provided by VVTA.
- H. Passenger Amenities and Bus Stops:** VVTA, through its member jurisdictions, shall be responsible for the installation and maintenance of bus stops, shelters, solar lights, benches, trash cans and all other passenger amenities on routes covered within the Agreement.
- I. Contact with Government Agencies and Media:** Only the VVTA Executive Director, or designee, is the authorized spokesperson for the agency. The Proposer shall inform VVTA of any contact with the media, other governmental agencies and authorities regarding situations, occurrences, and conditions that call particular public attention to VVTA.
- J. Special Events:** The Proposer is required to coordinate operations adjustments for special VVTA supported and/or sponsored events. The Proposer shall notify VVTA for any detours or unusual circumstances related to special events. The Proposer shall place notices of closed bus stops, establish temporary stops (if necessary) utilizing temporary “A”-frame bus stop signs provided by VVTA, and staffing for special events to monitor and supervise bus operations. Some events may require multiple supervisors to effectively monitor and supervise operations.
- K. Temporary Bus Stops:** The Proposer shall be responsible for posting temporary, discontinued notices, detours, and temporary bus stops when a bus stop is required to be discontinued due to construction, parades, special civic events, or other circumstances. All permanent bus stop locations shall be approved by AGENCY’s jurisdictions with input from PROPOSER.

### XIV. SERVICE CHANGES

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A. **General:** Changes to the services provided under the Agreement or the Scope of Work may only be made by written change notification from VVTA to the Proposer in accordance with this Section, except in cases of a declared emergency by the Executive Director. **Oral service change orders are not permitted.**

### B. Process

(1) Any service change proposed by VVTA shall be transmitted to the Proposer in writing, identifying the change and specifying the effective date. The Proposer shall be given five (5) days after receipt of a written service change notice from VVTA, to provide VVTA a response identifying any impact of such change on operations, and by identifying any feasibility problems the Proposer believes will be created by the proposed change. The proposed change shall thereafter be accepted or modified through discussions between the Proposer and the Executive Director or designee.

(2) Subsequent to any discussions on a service change notice, VVTA will make a final decision and direct the Proposer to implement the service change. VVTA will give at least two (2) weeks' notice prior to any service change unless circumstances do not allow for such a notification timeframe.

C. **Changes In Revenue Hours:** The Proposer agrees that VVTA may, through the service change process, increase or decrease the number of Revenue Hours by twenty percent (20%) or less during any contract year (as compared to the prior year's Revenue Hours) without renegotiation of the variable rate per Revenue Hour set forth in Attachment G- 2. A proposed increase or decrease in Revenue Hours in excess of twenty percent (20%) in any contract year as compared to the prior year's actual revenue hours shall trigger negotiations between VVTA and the Proposer, which could result in the revenue hour rate increasing, decreasing, or remaining the same.

D. **Changes in Schedule:** The Proposer shall be provided schedule changes thirty (30) days in advance of their effective date for service that will change by more than three (3) trips or more than one (1) bus route. A period of shorter notice may be provided under extreme circumstances or in the event of a declared emergency.

E. **Proposer Suggestions:** The Proposer is encouraged to suggest alternatives to any service changes proposed by VVTA, and at any time may also propose service changes it believes are appropriate for more efficient or improved services.

## XV. PROJECT MANAGEMENT

A. **General:** The Proposer shall be responsible for project management according to the management standards and operating procedures set forth in this Section, the other provisions of the Agreement, and the RFP. VVTA may establish additional standards and procedures, appropriate and reasonable for operation of service, after consultation with the Proposer.

B. **Operating Performance Standards:** The Proposer shall adhere to the following standards:

(1) Vehicles shall be operated with due regard for the safety, comfort, and convenience of

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passengers and the general public.

- (2) Service shall be provided as scheduled or according to any adjusted schedule established by VVTA, including route modifications required as a result of a declared emergency.
- (3) The Proposer shall strive to maintain on-time performance in accordance with published schedules at no time is the Proposer allowed to run ahead of schedule, this will be a cause for Performance penalties.

### **C. Personnel Performance Standards:** The Proposer shall adhere to the following standards:

- (1) Regularly assigned operators, without using supervisors, dispatch staff, or management and administrative staff for each service day pull-out. This is subject to Performance penalties.
- (2) The Proposer shall train and motivate employees who interface with the public as if they were in the “Hospitality” business. All Proposer personnel are responsible for knowledge of the service. Proposer personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations. Personnel must also report all passenger complaints and/or operation problems to Contract Compliance Manager. All passenger complaints must be forwarded to VVTA Customer Service.
- (3) Operators must accurately and completely submit the required operating reports each day.
- (4) While in uniform, operators must be in conformance with VVTA uniform regulations, whether on-duty or off-duty.

### **D. Adherence to Schedule:** For purposes of evaluating schedule adherence, the Proposer shall prepare a monthly report of on-time performance for each route and Demand Response. This shall be accomplished through both Syncromatics and Ecolane system and shall include all time points not just end points. This report shall be submitted by the eighth (8<sup>th</sup>) day of the following month.

### **E. INCENTIVES**

- (a) Administration. – VVTA intends to determine the Proposer’s eligibility for quarterly incentives under this Section which shall be based on information obtained through the MMS system, Vehicle and Facilities inspections, ride checks, visual observations, and such other means as VVTA deems appropriate.
- (b) Payment and Allocation. – The Proposer shall provide 90% of the quarterly amount of any incentive payments received from VVTA under this Section to the employees of the Proposer performing services, VVTA will direct the Proposer on how to disburse the incentive payments.

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(c) Type and Amount. – VVTA and the Proposer agree to the following incentives:

<b>Performance Standard</b>	<b>Threshold</b>	<b>Performance/Payment</b>
On-Time Performance	85% or more of all timepoint departures on all routes are on time.	87% to 89.9% - \$1,000
		90% to 92.9% - \$1,500
		93% or above - \$2,000
Pull out from facilities	100% on time	\$2,000
Valid Complaints	>15.0 complaints per 100,000 boardings	14.25 to 13.96 - \$1,000
		13.95 to 13.49 - \$1,500
		13.50 or below - \$2,000
Preventable Accidents per 100,000 miles	0.7 Preventable Accidents per 100,000 miles	0.63 to 0.61 - \$1,000
		0.60 to 0.57 - \$1,500
		0.56 or below - \$2,000
<b>Miles between Service Interruptions</b>	<b>5.0 Service Interruptions per 100,000 miles</b>	4.75 to 4.66 - \$1,000
		4.65 – 4.51 - \$1,500
		4.50 or below - \$2,000
On-Time Fleet PMIs	100% On-time	\$2,000
On-Time Facility PMIs	100% On-time	\$2,000

(d) Definitions: As used in this Section, the terms “Preventable Accident” and “Valid Complaint” have the meaning set forth for those terms in Instructions to Proposers.

(e) Adjustments to Incentives. – VVTA reserves the right, through Amendment to the Agreement, to make adjustments and modifications to the Incentive thresholds, standards, and payment amounts during the Contract Term.

**F. Performance Penalties:**

VVTA’s election not to reduce the amount it owes to Proposer for the assessments detailed within this section shall not act as a waiver as to VVTA’s right to make such assessments in the future. In addition, the payments detailed in this section shall not relieve Proposer of its obligations to satisfy each and every requirement in the subsequent agreement.

The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or unenforceability of other assessments established in the subsequent agreement.

VVTA’s decision with regard to the assessment of additional payments, based on this section is final and may not be appealed. After additional payments are assessed, the rate of considerations shall revert to the rates specified in the Service and Payment schedule until the next assessment is made.

The Performance Standards Program does not lessen VVTA’s right to declare a material

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breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. These standards are in addition to, and not in lieu of, all other VVTA remedies for failure to perform the subsequent agreement.

**(1) Schedule Related Performance Penalties:** The following performance penalties shall be imposed if, within any 30-day period, any of the following incidents occur:

- (A)** If a trip on a route departs more than 5 minutes, but less than 15 minutes, following the time set forth for departure at any designated time point, the performance penalties shall be \$250 per occurrence.
- (B)** If a trip on a route departs 15 minutes or more following the time set for departure at any designated time point, the performance penalties shall be \$500 per occurrence.
- (C)** If a trip on a route departs later than the time for which the next departure from such time point is scheduled to occur, the performance penalties shall be \$750 per occurrence.
- (D)** If a trip departs in advance of scheduled departure time at a designated time point, the performance penalties shall be \$750 per occurrence.
- (D)** If a trip on a route departs either facility more than 15 minutes late of its scheduled depart time, the performance penalties shall be \$500 per occurrence.
- (E)** If the Proposer fails to conduct on-board random trips, as required under the NTD report, the performance penalties will be \$350 for each missed trip.
- (F)** If a Direct Access (DR) passenger is not picked up on time which is considered up to 10 minutes before and up to 30 minutes after the scheduled pick up time, the performance penalties will be \$100 for each occurrence.

**(2) Other Performance Penalties:** The following performance penalties shall be imposed if any of the following incidents occur:

- (A) Incomplete trip:** If a trip is not substantially completed (i.e., 50% or more of the services provided), the performance penalties shall be \$1,000 per occurrence.
- (B) Incomplete last scheduled trip:** If the incomplete scheduled trip is the last run of the day on that route, the performance penalties shall be \$2,000 per occurrence.
- (C) Shutdown vehicle:** If any Revenue Vehicle is removed from revenue service as a result of an unsatisfactory safety rating by VVTA and/or law enforcement agencies, the performance penalties will be \$1,000 per day per vehicle.
- (D) Unavailable vehicle:** If any trip is not made due to the unavailability of a Revenue Vehicle, or if a trip or any portion thereof is made with a Non-Revenue Vehicle or not authorized model of a cutaway; the performance penalties shall be \$1,000 per occurrence.

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- (E) **Preventive Maintenance**: If any inspection of preventive maintenance record reveals the omission or lack of documentation of periodic maintenance service as required by the Agreement including a service performed past 500 miles of scheduled service, the performance penalties shall be \$500 per occurrence.
- (F) **Fluid Analysis**: If the Proposer fails to comply with the VVTA-approved Fluid Analysis program, the performance penalties shall be \$500 per occurrence.
- (G) **Deficient Vehicle Condition**: In the event any Revenue Vehicle is rejected temporarily by VVTA at the gate (i.e. prior to pullout) as a result of deficient vehicle condition or appearance, the performance penalties shall be \$750 per occurrence.
- (H) **Out of Service Vehicle**: In the event of any Revenue or Non-Revenue Vehicle is unavailable for service for any reason, the Proposer shall pay \$500 per vehicle per day, commencing on the 31<sup>st</sup> consecutive out of service day.
- (I) **Vehicle Appearance**: If any Revenue or Non-Revenue Vehicle fails to comply with VVTA's standards regarding appearance, the performance penalties shall be \$100 per occurrence.
- (J) **MMS Input**: If the Proposer fails to enter required accurate real-time data into the MMS system as required under the Agreement, the performance penalties shall be \$200 per occurrence.
- (K) **Uniforms/Grooming**: If the Proposer employee fails to comply with VVTA's standards regarding appearance, uniforms or grooming (see Attachment D-1), the performance penalties shall be \$100 per occurrence.
- (L) **Collecting Correct Fares**: If the Proposer employee fails to collect the correct fare or does not correctly record the fare collected, the performance penalties shall be \$150 per occurrence. Performance penalties for incorrect fare collection may be invoked for each documented occurrence. (VVTA staff and independent Proposers hired by VVTA will observe operators periodically to determine compliance with VVTA fare policies.)
- (M) **Late or Inaccurate Reports or Data**: If the Proposer fails to comply with VVTA's reporting requirements either by submitting reports or data after the due date and time or by submitting inaccurate reports or data, the performance penalties shall be \$500 for each month in which a failure to comply occurs.
- (N) **Penalties**: If SBCTA or any other funding source penalizes VVTA for late, incomplete, or inaccurate data which was the Proposer's responsibility to collect and/or provide to VVTA, the performance penalties shall be the amount of the penalty or lost revenue suffered by VVTA.
- (O) **TransTrack**: If the Proposer fails to enter required real-time accurate data into TransTrack on a daily basis, the performance penalties shall be \$100 per occurrence.



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- (P) **Syncromatics and Ecolane**: If the Proposer fails to enter required accurate data into Syncromatics and Ecolane, the performance penalties shall be \$100 per occurrence.
- (Q) **Complaint Processing**: If the Proposer fails to comply with VVTA's complaint processing procedure, either by submitting responses after the required time period for responding, or by submitting incomplete or inaccurate information. If the Proposer receives more than 12 charged complaints in a one-month period, the performance penalties shall be \$100 per occurrence or per chargeable complaint after the 12<sup>th</sup> in one month.
- (R) **Incident and Accident Reporting**: If the Proposer fails to report an incident or accident both by phone within 15 minutes and in writing within 24 hours on an approved VVTA Transit accident form, the performance penalties shall be \$500 per incident.
- (S) **ADA Requirements**: If the Proposer fails to comply with ADA requirements or with VVTA's ADA policies, the performance penalties shall be \$500 for any incident of ADA noncompliance, including failure to call out major stops.
- (T) **Removal of Disabled Vehicles**: If the Proposer fails to remove a disabled vehicle within 2 hours after the first report, the performance penalties shall be \$500 per occurrence.
- (V) **Improper Facilities Maintenance or Warranty Enforcement**: If the Proposer fails to comply with its obligations under Section 12(h), regarding the Facilities and the equipment therein, the performance penalties shall be \$1,000 per occurrence.
- (W) **Staffing Levels**: Proposer must replace each staff position short per the Proposer's staffing plan. For each day after 30 days the performance penalty \$150 per day per position.

### (X) **Facilities Cleaning**

Proposer shall be responsible for cleaning the operations office areas, maintenance office area, all shop areas and the service areas including washing, fueling and parking facilities on a weekly basis to the satisfaction of the VVTA Director of Facilities and Maintenance.

Facilities cleaning will include, but not limited to these activities:

Vacuuming, floor scrubbing, carpet shampooing, dusting, window washing and bathroom cleaning. If major repairs are required, Proposer shall notify the VVTA Director of Facilities & Maintenance in writing. Proposer shall retain responsibility for cleaning resurfacing and painting of all shop areas, fueling and washing areas and the parking areas.

Facilities cleaning shall be done on a daily basis and shall include, but not limited to: Sweeping and floor scrubbing to remove grease and oil from concrete surfaces and pickup of papers and garbage at the fueling, washing and parking areas to the

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satisfaction of the VVTA Director of Facilities & Maintenance.

Proposer will assume responsibility for cleaning the operations office area, maintenance office areas, driver's day room, all bathrooms and windows.

If in the opinion of the VVTA Director of Facilities & Maintenance, the cleaning is not satisfactory, free of stains, oil, etc., VVTA shall assess a penalty of Two Hundred Fifty Dollars (\$250.00) per day.

### **(Y) ITS**

If the Proposer fails to log a vehicle onto the Syncromatics or Ecolane system at the commencement of a shift or trip, or fails to properly maintain or repair the ITS systems, the performance penalties shall be \$250 per occurrence.

1. If the Proposer fails to provide proper training on the Syncromatics, VVTA Watch or Ecolane systems to operators and/or supervisors, and maintenance staff the performance penalties shall be \$250 per occurrence.
2. If the Proposer fails to input accurate incident reports in the TransTrack system, the performance penalties shall be \$250 per occurrence.
3. If the Proposer fails to follow the Syncromatics or Ecolane policies and procedures manual, the performance penalties shall be \$250 per occurrence.
4. If the Proposer fails to submit a weekly failure report for Syncromatics or Ecolane equipment, the performance penalties shall be \$250 per occurrence.

**(Z) Non-Operable Electronic Farebox:** If a revenue vehicle equipped with a GFI farebox is placed into revenue service without an operable GFI farebox or if a malfunctioning farebox is not repaired or replaced within thirty (30) minutes of the reported malfunction the performance penalties shall be \$1,000 per occurrence.

**(AA) Improper Vehicle Parking:** If the Proposer parks in a non-layover zone, violates zone time limits, or incorrectly positions the vehicle at a bus stop or terminal or improperly parks a vehicle on a street, artery, or thoroughfare the performance penalties shall be \$250 per occurrence and the Proposer shall be responsible for any resulting fine.

**(BB) Key Personnel:** If the Proposer violates the requirements relating to Key Personnel in subsection (c) or (d) of Section 8, the performance penalties shall be \$5,000 per occurrence.

**(CC) Non-Operable Electronic Destination Signs:** If a revenue vehicle is in revenue service without an operable electronic Destination Sign (front, side, rear and dash sign as equipped) the performance penalties shall be \$1,000 per occurrence. If the driver is not properly using this system, there shall be a performance penalty of \$250.

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**Non-Operable APC:** If a vehicle is placed into revenue service without an operable APC (front and rear) or has been operating outside an accuracy level of 95% to 105% the performance penalties shall be \$250.00 per occurrence.

**Surveillance System:** If a revenue vehicle is in revenue service without a 100% fully operable Surveillance System the performance penalties shall be \$250 per occurrence.

- (3) **Proposer Defenses:** VVTA may, in its discretion, provide the Proposer with relief (in whole or in part) from any performance penalties that could be assessed under this subsection if the Proposer provides sufficient evidence or documentation to VVTA that the events giving rise to the performance penalties in question were beyond the Proposer's control due to adverse and unusual weather or traffic conditions or due to a Force Majeure event.

### XVI. PROJECT OPERATION RECORDS AND REPORTS

#### A. General

- (1) In order to document services under the subsequent agreement, the Proposer shall maintain all project records as requested by VVTA and as required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.
- (2) The Proposer shall accurately enter all required project operation data into TransTrack on a daily basis. These data shall include but not be limited to: passengers; fare revenue; complaints; vehicle revenue hours and total vehicle hours; revenue, total, and fleet miles; accidents; and road calls. All service records prepared by the Proposer shall be maintained by the Proposer but owned by VVTA and shall be made available to VVTA at no additional charge.

**B. Specific Reporting Requirements and Records:** All reports shall be made in a format approved by VVTA. The Proposer shall prepare and maintain the following records and documents, and shall submit the following reports to VVTA:

- (1) **Passenger Reports:** Enter daily into TransTrack wherever possible or otherwise create a separate report for the number of passengers, mobility devices, and bicycles that boarded each Revenue Vehicle during the previous month (itemized in accordance with the form of fare payment). Such information shall be compiled on a trip-by-trip basis for each route, and shall be further compiled by Weekday, Saturday, and Holiday Service. Such reports shall be made in a format approved by VVTA.
- (2) **Service Reports:** Enter into TransTrack daily during the Contract Term, the actual number of, vehicle hours, revenue hours, total miles, revenue miles, and peak buses operated during the previous Monday through Saturday period. The Proposer shall also submit a report which includes any missed miles and hours to be subtracted from the total (to be included with monthly invoice). Such information shall be for each route and

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shall be made in a format approved by VVTA.

- (3) **Daily Reports:** The Proposer shall cause each operator of each bus to prepare a daily report on a form approved by VVTA indicating the time of departure, time of arrival, and number of passengers, mobility devices, and bicycles carried for each trip made on each route (if any of these data can be entered into the GFI farebox module it will be recorded in that manner). Such report shall be prepared each day and shall be signed by such operator. The Proposer shall submit a weekly copy of such daily reports to VVTA no later than 1:00 p.m. on the following Tuesday during the Contract Term. The Proposer shall also deliver to VVTA each week a report of the previous week's missed trips, early trips, and trips delayed more than 15 minutes, in a format approved by VVTA.
- (4) **Monthly Summaries:** The Proposer shall validate in TransTrack and prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: line-by-line operating data, accident report, road call report, wheelchair use report, bicycle rack use report, and other requested reports. Monthly summary reports shall be submitted to VVTA no later than five working days after the end of each month.
- (5) **Passenger Complaint Response:** The Proposer shall respond to all passenger complaints and describe any action taken regarding these complaints in Transtrack, within three days.
- (6) **Incident and Accident Reports:** The Proposer shall immediately notify the Executive Director or designee in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.
- (7) **National Transit Database:** In order to assure compliance with the annual National Transit Database (NTD) reporting requirement, the Proposer shall conduct on-board data sampling to statistically compute valid passenger mile data for all fixed route and special services it provides. The Proposer is to conduct its sampling in a manner that will assure maximum accuracy in reporting and that is consistent with the techniques described in FTA Circular 2710.1E (and any subsequent updates). VVTA will provide to the Proposer a list of all trips to be sampled at the beginning of each quarter. The Proposer shall submit the daily random sample trip sheets no later than 1:00 P.M. on Tuesday for the previous Sunday through Saturday sampled trips. The Proposer shall prepare a quarterly report of the random trips to be submitted no later than 30 days after the end of each quarter and also prepare an annual summary to be submitted no later than 30 days after the end of the fiscal year. The Proposer shall be responsible for the accuracy of all reported NTD and that the data meets FTA requirements and definitions, and for maintaining the most recent NTD data collection procedures.
- (8) **Financial Records:** The Proposer shall establish and maintain separate accounts of all project expenditures, receipts and any other relevant financial records or documents. The projects costs will include, but not limited to, the actual costs to maintain Revenue Vehicles. The Proposer's financial records shall be kept on a strict accrual basis according to U.S. Generally Accepted Accounting Principles (GAAP). All source documents shall be maintained for three fiscal years following final payment and may be

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audited by VVTA, SBCTA, or FTA at any time upon reasonable notice within this period or anytime during the contract term.

**(9) Disadvantaged Business Enterprise (DBE) Report:** The Proposer shall prepare a quarterly DBE report to be submitted no later than 30 days after the end of each quarter and an annual DBE report to be submitted no later than 30 days after the end of the fiscal year. The report shall include **(A)** a listing of all DBE firms used; **(B)** the type of procurement or work in which DBEs were involved; and **(C)** a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

**(10) Equal Employment Opportunity (EEO) Affirmative Action Report:** The Proposer shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The Proposer shall, quarterly, prepare and provide to VVTA an EEO report which consists of the following:

- (a)** Workforce Analysis for each job category;
- (b)** Job Group Analysis for each job category;
- (c)** Hiring Analysis for each job category;
- (d)** Promotional Analysis for each job category;
- (e)** Termination Analysis for each job category;
- (f)** Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
- (g)** Availability Analysis that compares the current workforce against the available workforce.

**(11) Schedule Adherence Report:** For purposes of evaluating schedule adherence, the Proposer shall prepare a monthly report of on-time performance for each route and Direct Access. This shall be accomplished through the Syncromatics and Ecolane system and shall include all time points not just end points. This report shall be submitted by the eighth (8<sup>th</sup>) day of the following month.

**(12) ITS Failure Report:** The Proposer shall immediately report and repair any failure of Syncromatics and/or Ecolane equipment to VVTA.

**(13) Surveys:** VVTA may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of VVTA or its designee. The Proposer shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

**C. Meetings:** The Executive Director, appropriate VVTA management staff, the Proposer's General Manager, and appropriate Key Personnel shall meet **(1)** weekly to review the overall performance of the Proposer and the administration of the subsequent agreement; and **(2)** at least quarterly to review Americans with Disability Act issues and related matters.

## XVIII. INSPECTION OF WORK

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- A. General:** All Work (a term which includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by VVTA to the extent practicable at all times and places during this Contract Term. All inspections by VVTA shall be made in such manner as to not unduly delay the Work. VVTA shall have the right to inspect and audit all data and records, including Proposer's financials, which pertain to the Proposer's performance under the subsequent Agreement.
- B. Re-performance:** If any Work performed is not in conformity with the requirements of the subsequent Agreement, the VVTA shall have the right to require the Proposer to perform the Work again in conformity with such requirements at no increase in cost to VVTA. In the event the Proposer fails promptly to perform the Work again, the Executive Director shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements and charge to the Proposer any costs to VVTA that are directly related to the performance of such Work, or to terminate the subsequent agreement for default as provided in Section 38. When the Work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the Executive Director shall have the right to (1) require the Proposer to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of the subsequent; and (2) reduce the amount paid to the Proposer under the subsequent agreement to reflect the reduced value of the work performed.

### **XIX. OPERATION DURING A DECLARED EMERGENCY**

In the event of a declared emergency by VVTA, the Proposer shall deploy vehicles in a manner described by the Executive Director or his/her designee. VVTA shall compensate the Proposer, during such period of declared emergency, for services which significantly exceeds the normal expense of operating services during the emergency period by an amount agreed to by both parties.

### **XX. REPLACEMENT SERVICES**

- A. Need for Replacement Services:** In the event that the Proposer is unable, due to a strike, work stoppage, or other event not caused by VVTA and not covered by the force majeure exception in Section 39, to provide services in full compliance with the requirements of the subsequent agreement, then VVTA may, in lieu of finding the Proposer in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). VVTA may utilize such replacement service as a substitute for all or any part of the Proposer's services and may maintain such replacement services in effect until the Proposer is able to resume performance in full compliance with the Agreement. Prior to implementing replacement services, VVTA shall notify the Proposer in writing and provide the Proposer with three (3) days to cure its noncompliance.
- B. Utilization of Replacement Services:** If VVTA utilizes replacement services under this Section, the Proposer shall be liable to VVTA for the actual amount by which the cost of such replacement services exceeds the amount that would have been payable under the subsequent agreement for comparable services including any expenses (including internal administrative costs) incurred by VVTA in soliciting and obtaining those replacement

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services. In addition, the only compensation due and payable to the Proposer by VVTA during any period in which replacement services are being provided shall be for any hours of service actually provided by the Proposer. Any actions taken by VVTA pursuant to this Section by reason of the Proposer's failure to perform shall not preclude VVTA from subsequently finding the Proposer in default for the same of any related failure to perform.

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1. Source of Funding:

This contract entered on TBD between Victor Valley Transit Authority  
(DATE) (AWARDING AGENCY)

and TBD for  
(CONTRACTOR)

2018-14 Operations and Maintenance Contract

(PROJECT)

is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT
5307 - FTA	\$ TBD
5307 – Caltrans	\$TBD

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.



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- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further

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agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

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layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions

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for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

**Awards Exceeding \$10,000.00**

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

**Awards Exceeding \$25,000.00**

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

**Awards Exceeding \$100,000.00**

Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America

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requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (XX) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (XX) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract

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**THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Awards with Transport of Property or Persons**

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, “Cargo Preferences-U.S. Flag Vessels.”
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

**Awards with Transit Operations**

Transit Employee Protective Arrangements (Transit Operation Only)

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

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**THIRD PARTY CONTRACT CLAUSES**

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- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the 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 listed at 49 CFR-Subpart B. 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 assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with



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ATTACHMENT B – FEDERAL CLAUSES AND REGULATIONS

**THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
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Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations,” 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed:

*Drug and Alcohol Testing  
Option 1*

The CONTRACTOR agrees to:

Participate in the Awarding Agency’s drug and alcohol program established in compliance with 49 CFR Part 655.

**Awards with Rolling Stock**

Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, “Bus Testing,” 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the Awarding Agency.

Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.

**Awards with Planning, Research, Development, and Documentation Projects**

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

**Miscellaneous Special Requirements**

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture

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Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Disadvantaged Business Enterprise (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, “Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

Prompt Payment and Return of Retainage

- A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR’s receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor’s work related to this Agreement is satisfactorily completed.

Recycled Products

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

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable,

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CONTRACTOR shall comply with DOL regulations “Safety and Health Regulation for Construction” 29 CFR Part 1926.

- B. No CONTRACTOR or subcontractor contracting for any part of the 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 the rate of 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

**Awards with Construction Activities**

Third Party Construction or Facility Improvement Contracts

- A. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- B. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million
- C. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland “Anti-Kickback” Act, 29 CFR Part 3, the “CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States,” the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

Seismic Safety

The 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. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT

VVTA CONTRACT 2018-14  
OPERATIONS AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **VICTOR VALLEY TRANSIT AUTHORITY**, a Joint Powers authority, created pursuant to the laws of the State of California (“VVTA” OR “Agency”) and , (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, VVTA circulated and distributed a request for proposal (“RFP”) from prospective Proposers to select a Contractor to provide local and express fixed route transit services operating out of the Hesperia and Barstow Facility, a copy which is attached herein as Exhibit 1; and

**WHEREAS**, CONTRACTOR submitted a proposal to develop a provide the required services per the Scope of Work described in the RFP, a copy which is attached herein as Exhibit 2: and

**WHEREAS**, CONTRACTOR has represented and warrants to VVTA that it has the necessary training, experience, expertise, physical capacity and staff competency to provide the services, goods and materials that are described in this Agreement, at a cost to VVTA as herein specified and that it will be able to perform the herein described services to VVTA by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

**WHEREAS**, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, CONTRACTOR understands that VVTA is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions herein contained, VVTA and CONTRACTOR hereby agree as follows:

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT C – SAMPLE CONTRACT

## 1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work (within Exhibit 1) hereto and is incorporated by reference into and made a part of this Agreement.
  
- B. This is a non-exclusive Agreement, whereby VVTA may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VVTA's staff or other contractor or entity that may be providing similar or the same Work for VVTA.

## 2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

This Agreement;

- A. Exhibit 1 – RFP NUMBER 2018-14, RFP TITLE: OPERATIONS AND MAINTENANCE SERVICES, including Addenda and all Attachments, including Attachment A – Scope of Work.
- B. Exhibit 2 – CONTRACTOR's Offer and Bid Submission dated \_\_\_\_\_
- C. Exhibit 3 - Insurance Certificate, dated \_\_\_\_\_
- D. Exhibit 4 – CONTRACTOR's Price Proposal Sheets dated \_\_\_\_\_
- E. Exhibit 5 – CONTRACTOR's Required Forms

All of the Exhibits mentioned in this Attachment are attached and are herein incorporated. This Agreement and the other Exhibits mentioned constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA's benefit shall prevail. Proposer shall execute and submit Certifications as required in the RFP shall be submitted separately in each Proposer's Price Proposal.

RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT

3. PERIOD OF PERFORMANCE

This Agreement shall commence on \_\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_, with the option for two one-year extensions, unless earlier terminated or extended as provided in this Agreement.

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR of its obligations under this Agreement. VVTA shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions, of this Section, and subject to the maximum cumulative payment obligation

RATES

- B. VVTA's maximum cumulative payment obligation under this Agreement shall not exceed \_\_\_\_\_ (\$), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VVTA using the agreed upon milestone payment schedule. CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

VICTOR VALLEY TRANSIT AUTHORITY  
ATTN: ACCOUNTS PAYABLE  
17150 SMOKETREE STREET  
HESPERIA, CA 92345-8305

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Purchase Order number
- Invoice number
- Description of deliverable
- Delivery date
- Unit Price, extended price and applicable taxes
- Information as requested by VVTA

- B. VVTA shall remit payment within thirty (30) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT C – SAMPLE CONTRACT

2% 10, net 30, in the event the CONTRACTOR is in need of expedited terms.

In the event VVTA should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of VVTA's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of VVTA, CONTRACTOR shall immediately reimburse VVTA the entire overpayment or, at its sole discretion, VVTA may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between VVTA and CONTRACTOR.

## 6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VVTA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VVTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract Amendments**, the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES

## ATTACHMENT C – SAMPLE CONTRACT

an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the Contract Amendment and VVTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives, shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work:
1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), Litigation (Section 2.2.8), or the settlement of claims; records as specified in this Section 2.6 shall be kept available until final resolution of such appeals, litigation, or claims.
  2. The Contracting Officer and their representative and any other parties authorized under this Contract shall employ sound Business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.
  3. The requirements of this Section 2.6 are in addition to other audit, inspection, and record- keeping provisions specified elsewhere in the Contract Documents.

### 7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VVTA:  
Attn: Christine Plasting  
Victor Valley Transit Authority  
17150 Smoketree Street  
Hesperia, CA 92345-8305

To CONTRACTOR



**RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT**

**8. VVTA AND CONTRACTOR'S REPRESENTATIVES**

**A. VVTA**

VVTA's Executive Director, or his authorized designee, has authority to execute contracts on behalf of VVTA. Except as expressly specified in this Agreement, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Agreement should be construed to bind VVTA for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The Executive Director or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.
3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
4. In addition to the foregoing, the Executive Director shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
_____	_____
_____	_____
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. VVTA reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

**RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT**

VVTA awarded this Agreement to CONTRACTOR based on VVTA's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall no reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

**9. TERMINATION OF CONTRACT**

The Termination clauses included with Attachment B – Caltrans Regulatory Requirements shall be the determining clauses regarding this Contract.

**10. ASSIGNMENT**

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR – without prior written consent of VVTA. Consent by VVTA shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

**11. SUBCONTRACTING**

VVTA hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACT, not VVTA, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VVTA, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Please refer to Attachment B – Caltrans Regulatory Requirements for the Federal guidelines related to Prompt Payment of Subcontractors.

**Subcontractors' Names and Addresses**

**Work to be Performed**

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**12. SUCCESSORS AND ASSIGNS**

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT

13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between VVTA and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VVTA. CONTRACTOR hereby indemnifies and holds VVTA harmless from any and all claims that may be made against

VVTA, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract or any services provided pursuant to this Contract.

- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VVTA in any capacity whatsoever as an agent or to bind VVTA to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VVTA as proprietary to third parties, unless approved in advance by VVTA or required by law.
- B. VVTA shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's equipment or supplies placed upon VVTA's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged or defective during the period CONTRACTOR is performing the maintenance for the facility pursuant to this Agreement shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to VVTA, unless such damage is the result of VVTA's gross negligence or willful misconduct.
- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT C – SAMPLE CONTRACT

- E. CONTRACTOR's shall give VVTA Administration at least 24 hours prior notice when CONTRACTOR's Corporate representatives are scheduled to visit either the Hesperia or Barstow locations. Corporate representatives include, but not limited to, Board Members, Executive Staff, Regional staff, and Management.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County San Bernardino.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INSURANCE

A. General Requirements for Contractor

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by VVTA's Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than

\$20,000,000 per occurrence for bodily injury and property damage

\$20,000,000 per occurrence for personal and advertising injury

\$20,000,000 aggregate for products and completed operations

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\$20,000,000 general aggregate

- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$20,000,000 per accident for bodily injury and property damage.
- (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision and comprehensive coverage for all VVTA vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage for all VVTA vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement.
- (iv) FIDELITY BOND/CRIME insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial Crime Coverage Form CR 00 20 and include coverage for employee theft, forgery or alteration, inside the premises – theft of money and securities, inside the premises –robbery or safe burglary, outside the premises, computer fraud, funds transfer fraud and money orders and counterfeit paper currency, with limits of liability of not less than \$100,000 per claim/occurrence.
- (v) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (vi) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
- (vi) PROPERTY insurance against all risk of loss to the Facility, improvements and betterments therein, business personal property of VVTA, including all tools, equipment and materials, used by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage, with no coinsurance penalty provision.

Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, VVTA requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VVTA.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the VVTA's Executive Director or his/her designee. At the option of the VVTA's Executive Director or

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his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VVTA, its members, board members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to VVTA's Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall VVTA be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to VVTA. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish VVTA with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for VVTA, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name VVTA, its members, board members, officers, officials, employees and agents as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of VVTA. The coverage shall contain no special limitations on the scope of protection afforded to VVTA, its members, board members, officers, officials, employees, and agents. The Automobile Physical Damage, Fidelity Bond/Crime and Property insurance policies shall name the VVTA as a loss payee. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to VVTA, its members, board members, officers, officials, employees and agents.

Contractor and its insurers shall waive all rights of contribution, recovery and subrogation against VVTA, its members, board members, officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Contractor, its principles, officers, employees, agents, consultants, contractors, subcontractors, invitees, or Contractor's property or the property of others under Contractor's care, custody and control. Contractor shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive expiration or termination of this Agreement.

Contractor shall furnish VVTA with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by VVTA's Executive Director or his/her designee in his/her sole discretion prior to VVTA's execution of this Agreement and before work commences.** Upon request of VVTA, Contractor shall immediately furnish VVTA with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to

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## ATTACHMENT C – SAMPLE CONTRACT

Contractor shall be withheld until notice is received by VVTA that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to VVTA. Any failure to maintain the required insurance shall be sufficient cause for VVTA to terminate this Agreement. No action taken by VVTA hereunder shall in any way relieve Provider of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify VVTA shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of VVTA, its members, board members, officers, officials, employees and agents, in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and VVTA prior to the commencement of any work by the subcontractor.

### B. Contractor's Responsibility Regarding Hazardous Substances

#### i. Definition:

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under the Federal Pesticide Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), and any hazardous waste, toxic, or dangerous substance or related material, including any materials defined or treated as a "hazardous substance," "hazardous waste," "toxic substance" or contaminant (or comparable term) under any law.

#### ii. Indemnification:

Contractor shall indemnify, defend, and hold harmless VVTA and its members, board members, officers, officials, employees and agents from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances during, or as a result of, Contractor's operations and work under this Agreement, or by any employee, representative, agent, contractor, sub-contractor, supplier, customer, guest, invitee of Contractor, or as a result of Contractor's failure to provide any or all

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## ATTACHMENT C – SAMPLE CONTRACT

information, make any or all submissions, and take any and all steps required by any or all Authorities under the Laws and any and all other environmental laws. This requirement shall survive the termination or expiration of this agreement.

### C. Verification of Coverage

- 1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

### E. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### F. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

### G. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Comprehensive General Liability policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only."
3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.



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4. "Thirty (30) days' prior written notice of Termination shall be given to VVTA in the event of Termination."

Such notice shall be sent to:  
Victor Valley Transit Authority  
ATTN: Christine Plasting  
17150 Smoke Tree Street  
Hesperia, California 92345

## H. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority  
ATTN: Christine Plasting  
17150 Smoketree Street  
Hesperia, California 92345

## I. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VVTA reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

## J. MINIMUM INSURANCE COVERAGE

- 1) Commercial General Liability including Products/Completed Operations: \$20,000,000; per occurrence for bodily and property damage liability and \$20,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*
- 2) Automobile Liability: \$20,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured.*
- 3) Workers' Compensation: statutory limits
- 4) Employer's Liability: \$1,000,000; per occurrence.

## 19. INDEMNIFICATION

- A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend

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VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VVTA, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory council of its own selection at its own expense.

## 20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

### Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VVTA, or the time required for the performance of the contract, must be approved as prescribed herein. In the event that the change is a request for price escalation by the Contractor, any price escalation or de-escalation must be justified by the contractor using acceptable measures such as the Consumer Price Index (CPI) or other universally accepted measure.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved

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Change Order.

- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

Modifications:

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Agreement. In order to be effective, amendments may require approval by VVTA's Board of Director, and in all instances require prior signature of an authorized representative of VVTA.

## 21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VVTA.
- B. The originals of all letter, documents, reports and other products and data produced under this Agreement shall become the property of VVTA without restriction or limitation on their use and shall be made available upon request to VVTA at any time. Original copies of such shall be delivered to VVTA upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VVTA. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of VVTA. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from VVTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VVTA.

## 23. OWNERSHIP RIGHTS

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- A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by CONTRACTOR, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works

and associated documentation created by and on behalf of BBTB by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of VVTA (collectively “VVTA Intellectual Property”), and VVTA may use, disclose and exercise dominion and full rights of ownership, in any manner in VVTA Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by VVTA. No use of VVTA Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and VVTA shall not sell, lease, rent, give away or otherwise disclose any VVTA Intellectual property to any outside third party other than Permitted programmers. To the extent there may be any question of rights of ownership or use in any VVTA Intellectual Property, CONTRACTOR shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to VVTA, all worldwide right, title and interest in and to all VVTA Intellectual Property in a manner consistent with the foregoing terms of this paragraph. CONTRACTOR shall execute any documents as VVTA may from time to time reasonable request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by CONTRACTOR or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by License Agreement by and between the parties of event date herewith.

## 24. WORK FOR HIRE

Any Work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VVTA. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## 25. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VVTA in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VVTA to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

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## ATTACHMENT C – SAMPLE CONTRACT

Even though a claim may be filed and/or in review by VVTA, CONTRACTOR shall continue to perform in accordance to this Agreement.

### 26. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

### 27. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that VVTA will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VVTA shall have the right, at its sole discretion to require the immediate removal of CONTRACTOR’s personnel at any level assigned to the performance of the Work at no additional fee or cost to VVTA, if VVTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without VVTA’s prior written approval.

### 28. NOTIFICATION OF EMPLOYMENT OF VVTA BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with VVTA’s Ethics Policy, CONTRACTOR shall provide written notice to VVTA disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VVTA, or (2) SERVED AS A Board Member/Alternate or an employee of VVTA within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR’s written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

### 29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VVTA Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include

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those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

## 30. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of VVTA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

## 31. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VVTA in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VVTA's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VVTA's Ethics Policy, such failure shall be considered a material breach of this Agreement and VVTA shall have the right to immediately terminate or suspend this Agreement.

## 32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision

The invalidity in whole or in part of any provision of this Agreement shall no void or affect the validity of any other provision.

## 33. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VVTA's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VVTA's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VVTA's control.

## 34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data,

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## ATTACHMENT C – SAMPLE CONTRACT

figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of VVTA and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VVTA. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees

that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VVTA.

### 35. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VVTA shall review and approve in writing all VVTA related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VVTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VVTA endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VVTA, and shall comply with the procedures VVTA's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VVTA of any action taken to alleviate the situation.
- D. The provision of this Article shall survive the termination or expiration of this Agreement.

### 36. CONFLICT OF INTEREST

- A. Prohibited Interests
1. During the term of this Contract, Contractor, its officers, employees and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
  2. Violation of subparagraph A. (1), is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any

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## ATTACHMENT C – SAMPLE CONTRACT

Agency contract for a period of up to five (5) years.

3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any agreement it makes with its subcontractors.

### B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Contractor shall immediately disclose in writing to VVTA and or to the other procuring agencies General Manager and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

### 37. COVENANT AGAINST GRATUITIES

#### A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any Lead Procuring Agency officer or employee or their immediate families. 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 prohibited by this Section.
2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any agreement it makes with its subcontractors.



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**B. Covenant**

Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any Agency officer, employee or their immediate families for any reason including personal non-Business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

**38. WARRANTY OF AUTHORITY**

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VVTA is relying on this representation in entering into this Contract.

**39. ENTIRE AGREEMENT**

This Contract, including any and all Exhibits, constitutes the entire agreement between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the day and year set forth above.

**VICTOR VALLEY TRANSIT AUTHORITY**

By: \_\_\_\_\_

Kevin Kane, VVTA Executive Director

APPROVED AS TO FORM

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ATTACHMENT C – SAMPLE CONTRACT

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VVTA Legal Counsel

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SAMPLE

# VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT D – INSURANCE REQUIREMENTS

## 1. INSURANCE REQUIREMENTS

### A. General Requirements for Contractor

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by VVTA's Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than

\$20,000,000 per occurrence for bodily injury and property damage

\$20,000,000 per occurrence for personal and advertising injury

\$20,000,000 aggregate for products and completed operations

\$20,000,000 general aggregate

- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$20,000,000 per accident for bodily injury and property damage.
- (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision and comprehensive coverage for all VVTA vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage for all VVTA vehicles operated, maintained, used and/or stored by Contractor, or in the care, custody and control of Contractor, under this Agreement.
- (iv) FIDELITY BOND/CRIME insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial Crime Coverage Form CR 00 20 and include coverage for employee theft, forgery or alteration, inside the premises – theft of money and securities, inside the premises –robbery or safe burglary, outside the premises, computer fraud, funds transfer fraud and money orders and counterfeit paper currency, with limits of liability of not less than \$100,000 per claim/occurrence.
- (v) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (vi) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

## VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT D – INSURANCE REQUIREMENTS

- (vi) PROPERTY insurance against all risk of loss to the Facility, improvements and betterments therein, business personal property of VVTA, including all tools, equipment and materials, used by Contractor, or in the care, custody and control of Contractor, under this Agreement. This insurance shall include replacement cost coverage, with no coinsurance penalty provision.

Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, VVTA requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VVTA.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the VVTA’s Executive Director or his/her designee. At the option of the VVTA’s Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VVTA, its members, board members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to VVTA’s Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall VVTA be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to VVTA. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish VVTA with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for VVTA, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name VVTA, its members, board members, officers, officials, employees and agents as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor’s insurance shall be primary and no contribution shall be required of VVTA. The coverage shall contain no special limitations on the scope of protection afforded to VVTA, its members, board members, officers, officials, employees, and agents. The Automobile Physical Damage, Fidelity Bond/Crime and Property insurance policies shall name the VVTA as a loss payee. The Workers’ Compensation insurance policy shall contain a waiver of subrogation as to VVTA, its members, board members, officers, officials, employees and agents.

Contractor and its insurers shall waive all rights of contribution, recovery and subrogation against VVTA, its members, board members, officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Contractor, its principles, officers, employees, agents, consultants, contractors, subcontractors, invitees, or Contractor’s property or the property of others under Contractor’s care, custody and control. Contractor shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive expiration or termination of this Agreement.

## VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT D – INSURANCE REQUIREMENTS

Contractor shall furnish VVTA with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by VVTA's Executive Director or his/her designee in his/her sole discretion prior to VVTA's execution of this Agreement and before work commences.** Upon request of VVTA, Contractor shall immediately furnish VVTA with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by VVTA that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to VVTA. Any failure to maintain the required insurance shall be sufficient cause for VVTA to terminate this Agreement. No action taken by VVTA hereunder shall in any way relieve Provider of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify VVTA shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of VVTA, its members, board members, officers, officials, employees and agents, in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and VVTA prior to the commencement of any work by the subcontractor.

### **B. Contractor's Responsibility Regarding Hazardous Substances**

#### **i. Definition:**

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under the Federal Pesticide Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), and any hazardous waste, toxic, or dangerous substance or related material, including any materials defined or treated as a "hazardous substance," "hazardous waste," "toxic substance" or contaminant (or comparable term) under any law.

#### **ii. Indemnification:**

Contractor shall indemnify, defend, and hold harmless VVTA and its members, board members, officers, officials, employees and agents from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including reasonable attorneys'

## VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT D – INSURANCE REQUIREMENTS

and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances during, or as a result of, Contractor's operations and work under this Agreement, or by any employee, representative, agent, contractor, sub-contractor, supplier, customer, guest, invitee of Contractor, or as a result of Contractor's failure to provide any or all information, make any or all submissions, and take any and all steps required by any or all Authorities under the Laws and any and all other environmental laws. This requirement shall survive the termination or expiration of this agreement.

### C. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

### C. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority  
ATTN: Christine Plasting  
17150 Smoketree Street  
Hesperia, California 92345

## 2. MINIMUM INSURANCE COVERAGE

- 1) **Commercial General Liability including Products/Completed Operations:** \$20,000,000; per occurrence for bodily and property damage liability and \$20,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*
- 2) **Automobile Liability:** \$20,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured.*
- 3) **Workers' Compensation:** statutory limits
- 4) **Employer's Liability:** \$1,000,000; per occurrence.

# VVTA RFP 2018-14 OPERATIONS AND MAINTENACE SERVICES ATTACHMENT E – PROTEST PROCEDURES

## 1. PURPOSE

- A. This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. VVTA shall ensure, to the extent reasonably possible, uniform, timely and equitable consideration of all protests received by VVTA pursuant to this policy.
- B. In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy and must be brought by an interested party as defined below.

## 2. DEFINITIONS

The following definitions apply to this policy.

**A. Interested Party** – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, or joint venturers acting independently of a joint venture.

**B. Procurement Manager** - The person designated by VVTA who is responsible for managing the contracting and procurement function.

**C. File or Submit** – Shall mean the date of receipt of a written protest by VVTA.

**D. Receipt of Protest** – The date of receipt of the Protest will be the date in which VVTA receives the protest package.

## 3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines. Note: Refer to the revision in effect at the time of protest.

## 4. BASIS OF PROTEST

### A. Requests for Proposal

After the receipt of proposals by VVTA and after an action relating to the selection of a consultant/contractor by the VVTA Evaluation Committee, but prior to the award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.
- ii. VVTA failed to follow its own procurement policies and procedures.
- iii. VVTA violated a specific law, rule, or regulation in the procurement process.

# VVTA RFP 2018-14 OPERATIONS AND MAINTENACE SERVICES ATTACHMENT E – PROTEST PROCEDURES

## **B. Invitations for Bid**

After the receipt of bids by VVTA, but prior to award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA failed to follow its own procurement policies and procedures.
- ii. VVTA violated a specific law, rule or regulation in the procurement process.

## **5. FILING OF PROTEST**

### **A. Filing Written Protest with the VVTA Procurement Manager**

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file with the Procurement Manager, a written protest covering, at a minimum, the following:

- i. Name and address of the Interested Party;
- ii. Identification of the proposed procurement or contract;
- iii. Description of the nature of the protest;
- iv. A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- v. A statement of the desired resolution to the protest by the Interested Party;
- vi. Signature of a properly authorized representative of the Interested Party.

### **B. Failure to Comply**

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

### **C. Withdrawal of Protest**

The Interested Party may withdraw its protest at any time before VVTA renders a decision by submitting a written request to the VVTA Procurement Manager.

## **6. SUMITTAL OF PROTEST**

All protests must be submitted in writing to

**Victor Valley Transit Authority  
Attn: Procurement Manager  
17150 Smoke Tree Street**



# VVTA RFP 2018-14 OPERATIONS AND MAINTENACE SERVICES ATTACHMENT E – PROTEST PROCEDURES

Hesperia, CA 92345

RE: Solicitation Protest – Solicitation/Contract Number

## 7. PROTEST SUBMITTAL DEADLINE

### A. Requests for Proposal

After opening proposals, VVTA will evaluate the proposals and determine which proposer shall be recommended to the VVTA Board of Directors for award of a contract. Once VVTA staff has determined which proposer will be recommended to the Board for award, a Notice of Intent to Award will be sent to all proposers.

- i. Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.
- ii. The date of filing shall be the date VVTA receives the protest.

### B. Invitations for Bid

- i. Protests must be filed within three (3) business days from bid opening.
- ii. The date of filing shall be the date VVTA receive the protest.

## 8. PROTEST REVIEW PROCESS

If the protest is determined to be timely and meets the criteria identified in the preceding sections 4, 5, and 7, this process will be followed:

- A. No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.
- B. The Procurement Manger will review all material submitted and will render a decision within thirty (30) days after the receipt of the protest.
- C. The Procurement Manager will consider only those specific issues addressed in the written protest.
- D. The decision of the Procurement Manager will then be given to the Executive Director, or designee, for approval. The decision of the Executive Director is final.

## 9. PROTEST RELATING TO FEDERALLY FUNDED PROCUREMENT

If procurement is funded in whole or in part by the Federal Transit Administration (FTA), the protester may pursue the FTA Protest Policy as defined in FTA Circular 4220.1, Third party Contracting Guidelines. Refer to the revision in effect at the time of protest.

- A. Review of protest by FTA may be limited to;
  - i. VVTA's failure to have or follow its protest procedures;
  - ii. VVTA's failure to review the complaint or protest;

# VVTA RFP 2018-14 OPERATIONS AND MAINTENACE SERVICES

## ATTACHMENT E – PROTEST PROCEDURES

iii. Violations of federal law or regulation.

- B. Protesters should consult FTA Circular 4220.1 for a complete description of the FTA procedures and the grounds for protest appeal.

An appeal to FTA must be received by the FTA regional or headquarters office within five (5) business days of the date the protestor learned or should have learned of an adverse decision by VVTA or other basis of appeal to FTA.

### 10. Protest Procedures and Appeal VVTA's Decision to Caltrans

**Pre-Award Protests.** Direct protests concerning VVTA's pre-award process in writing (via mail or fax only) to Christine Plasting, 17150 Smoke Tree Street, Hesperia, CA 92345, fax: (760) 948-1380, by 3:00 PM, TBD (5 business days after receipt of Notice of Intent to Award). Christine Plasting will respond to these protests by the following business day, by express mail, email and/or fax.

**Post-Award Protests.** Direct protests concerning VVTA's post-award process in writing (via mail or fax only) to Christine Plasting 17150 Smoke Tree Street, Hesperia, CA 92345, fax: 760-948-1380 by 3:00 PM, TBD (the day after the VVTA Board of Directors approves the award). Christine Plasting will respond to these protests by the following business day, by express mail, email and/or fax.

**Appeal (of Subrecipient's decision) to Caltrans.** Under limited circumstances, after an interested party has exhausted its administrative remedies at VVTA's level, the interested party may appeal VVTA's decision to the California Department of Transportation (Caltrans). The deadline for pre-award protest appeals to Caltrans is X:XX am/pm, \_\_\_\_\_ (date). The deadline for post-award protest appeals to Caltrans is X:XX am/pm, \_\_\_\_\_ (date).

Caltrans limits review of appeals to:

- (1) VVTA procedural failures (Subrecipient does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify VVTA representative responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with VVTA and a copy of VVTA's decision.
- (5) State the relief sought from Caltrans.

VVTA RFP 2018-14 OPERATIONS AND MAINTENACE SERVICES  
ATTACHMENT E – PROTEST PROCEDURES

Direct appeals (via mail or fax only) to:

California Department of Transportation  
Division of Rail & Mass Transportation, MS 39  
PO Box 942874  
Sacramento, CA 94274-0001

Send a copy (via mail or fax only) of the appeal to VVTA:

Christine Plasting  
Procurement Manager  
Victor Valley Transit Authority  
17150 Smoke Tree Street  
Hesperia, CA 92345  
(760) 948-1380

# VVTA RFP 2018-14 MAINTENANCE AND OPERATIONS SERVICES ATTACHMENT F – SUBMISSION OF FORMS

1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the BID meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:

- Proposal Pricing Forms (See Exhibits) (Sealed Separate Envelope)
- Buy America Certification (Required >\$150,000)
- Current Client References
- Not on Excluded Parties List System (SAM.com) (Provide page from website)
- Affidavit of Non-Collusion
- Debarment, Suspension, & Other Responsibility Matters
- List of Subcontractors and DBE's (Required >1/2 of 1% Share of Bid)
- Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with bid.
- Restriction on Lobbying (Prime) One (1) form required of each prime bidder and any proposed subcontractor having greater than a \$100,000 share of the bid.
- Iran Contracting act Certification (Required)
- Warranty Procedures Form (Required)
- Audited Financials or Tax Returns prepared by a Certified Public Accountant, for the most recent two-year period. (Required)

5. Submit the following **Required forms at the Time of Contract Award**:

- a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
  - i.  Sales or Services; if applicable
  - ii.  Business: authorized by the city wherein business is to be conducted (if applicable.)
  - iii.  Driver's: within classification, required, valid, etc...
  - iv.  Others: any not mentioned herein, but required by industry standard, required by law, by requirements of Contract.

VVTA RFP 2018-14 MAINTENANCE AND OPERATIONS SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

- b.  **Proof of Permits:** as required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers.
- c.  **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.
- d.  **Performance Bond:** One Hundred percent (100%) of the contract price
- e.  **Payment Bond:** One Hundred percent (100%) of the contract price.

VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references Maintenance supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

<u>Agency Name</u>	<u>Contact Name/Phone</u>	<u>Year</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

**NON-COLLUSION AFFIDAVIT**  
**(Per Public Contract Code Section 7106)**

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_, of \_\_\_\_\_ ("Proposer") 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 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 Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature Company Name

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

SUBSCRIBED AND SWORN TO BEFORE ME

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Seal)

VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

Proposer shall complete the following form and include same in their Bid package.

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority's Request for Proposal (RFP) No. 2018-14 at the prices submitted in response to this solicitation.

PROPOSING COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

AUTHORIZED OFFICER: \_\_\_\_\_

COMPANY OFFICER TITLE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

OFFICE PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS:



# VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT F – SUBMISSION OF FORMS

## FTA CERTIFICATION REGARDING DEBARMENT, DEBARRED BIDDERS CERTIFICATION SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION For Contracts and Subcontracts in Excess of \$25,000.00

### Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”**

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

\_\_\_\_\_  
Signature of the Proposer’s Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer’s Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

VVTA RFP 2017-13 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT F – SUBMISSION OF FORMS

**EXHIBIT F-2**  
FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING  
(For Bids Over \$100,000)

I. \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_ (Company Name)  
that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 13 52, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of the Proposer’s Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer’s Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE  
SERVICES  
ATTACHMENT G – REQUEST FOR PRE-OFFER CHANGE OR  
APPROVED EQUALS

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline”

This form should be emailed to: [cplasting@VVTA.org](mailto:cplasting@VVTA.org) with “Questions, Clarifications, and Approved Equals” on the subject line.

Request Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

Section: \_\_\_\_\_

**Questions/Clarifications or Approved Equal:**

**VVTA Response:**

# RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES ATTACHMENT H – FORM FOR PROPOSAL DEVIATION

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal and/or Sample Contract.

Deviation Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Page Number: \_\_\_\_\_

Section: \_\_\_\_\_

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**Detailed Description of Requested Deviation:**

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**Rationale (Pros and Cons):**

VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT I – ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

---

Signature of the Proposer's Authorized Official

---

Name and Title of the Proposer's Authorized Official

---

Company Name

---

Date

VVTA RFP 2018-14 OPERATIONS AND MAINTENANCE SERVICES  
ATTACHMENT J – SUBCONTRACTORS LIST

(If additional space is needed, supply information on a separate form)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CERTIFIED DBE? \_\_\_\_\_  
                            YES                            NO

If yes, please provide certification number: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CERTIFIED DBE? \_\_\_\_\_  
                            YES                            NO

If yes, please provide certification number: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CERTIFIED DBE? \_\_\_\_\_  
                            YES                            NO

If yes, please provide certification number: \_\_\_\_\_