



**VICTOR VALLEY TRANSIT AUTHORITY
REGULAR MEETING OF
THE BOARD OF DIRECTORS
November 20, 2023, 9:30 A.M.**

**Barstow City Council Chambers
220 East Mountain View Street
Barstow, CA 92311**

Victor Valley Transit Authority Board of Directors

Liz Becerra, Chair, City of Victorville
James Noble, Vice-Chair, City of Barstow
Larry Bird, Director, City of City of Hesperia
Paul Cook, Director, County of San Bernardino
Dawn Rowe, Director, County of San Bernardino
Joy Jeannette, Director, City of Adelanto
Curt Emick, Director, Town of Apple Valley

MISSION STATEMENT

Our mission is to serve the community with excellent public transportation services in terms of quality, efficiency, and responsiveness.

AGENDA

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is 760-948-3262 x102, (voice) or for Telephone Device for the Deaf (TDD) service, begin by calling 711 and provide the VVTa phone number and the office is located at 17150 Smoke Tree Street, Hesperia, CA. This agenda is available and posted: Monday, November 13, 2023.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

PUBLIC COMMENTS

This is the time the Board will hear public comments regarding items not on the agenda or the consent calendar. Individuals who wish to speak to the Board regarding agenda items or during public comments should fill out a comment card and submit it to the Clerk of the Board. Each speaker is allowed three (3) minutes to present their comments. The Board will not remark on public comments; however, each comment will be taken into consideration by VVTA.

CONSENT CALENDAR

Consent Calendar items shall be adopted by a single vote unless removed for discussion by Board member request.

Pg. 9 ***Item #1: Minutes from Regular Meeting of The Board of Directors Conducted September 18, 2023.***

Recommendation: Move for approval.

Presented by: None.

Pg. 17 ***Item #2: Warrants, August and September 2023.***

Recommendation: Move for approval.

Presented by: None.

Pg. 27 ***Item #3: Calendar of Meetings, 2024.***

Recommendation: Move for approval.

Presented by: None.

REPORTS

Pg. 31 ***Item #4: Management Reports for Hesperia and Barstow Divisions – Verbal Report from Chief Executive Officer.***

Recommendation: Information item only.

Presented by: Nancie Goff, CEO.

Pg. 49 ***Item #5: Victor Valley Transit Authority Sheriff's Division Unit Verbal Report.***

Recommendation: Information item only.

Presented by: VVTA, Sheriff Division Unit.

POSSIBLE CONFLICT OF INTEREST NOTICE

Note agenda item 6 contractors, subcontractors and agent, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

ACTION ITEMS

- Pg. 59 ***Item #6: Award of VVTA RFP 2023-04 Construction Manager – Hydrogen Fueling Station to AECOM, Los Angeles, CA.***
Recommendation: Approve the recommendation for Award of RFP 2023-04 Construction Manager – Hydrogen Fueling Station, to AECOM, Los Angeles, CA.
Presented by: Christine Plasting, Procurement Manager.
- Pg. 71 ***Item #7: Amend the VVTA Fiscal Year 2023-24 Budget to Expend American Rescue Plan Act Emergency Relief Funds.***
Recommendation: Amend the VVTA Fiscal Year 2023-24 Budget to Expend American Rescue Plan Act Emergency Relief Funds.
Presented by: Marie Downing, Grants Manager.
- Pg. 75 ***Item #8: Adopt Resolutions 23-06 and 23-07 of the Board of Directors of the Victor Valley Transit Authority, Hesperia, California, Authorizing Submittal of Claims to the San Bernardino County Transportation Authority for Transportation Development Act Article 3 Funds on behalf of the Town of Apple Valley and City of Victorville Projects.***
Recommendation: Adopt Resolutions 23-06 and 23-07 Authorizing Submittal of Claims to the San Bernardino County Transportation Authority for Transportation Development Act 3 Funds on behalf of the Town of Apple Valley and City of Victorville Projects.
Presented by: Marie Downing, Grants Manager.
- Pg. 83 ***Item #9: Amend the VVTA Fiscal Year 2023-24 Budget for Fuel Cell Electric Buses (11).***
Recommendation: Amend the VVTA Fiscal Year 2023-24 Budget for Fuel Cell Electric Buses (11).
Presented by: Marie Downing, Grants Manager.
- Pg. 87 ***Item #10: Consider Additional Non-Operating Holidays to VVTA's Service Schedule.***
Recommendation: Approve the Addition of Two Non-Operating Federal Holidays, Martin Luther King Jr. and Juneteenth, beginning January 1, 2024.
Presented by: Rod Goldman, Director of Operations.
- Pg. 95 ***Item #11: Release of RFP 2024-04 Operations and Maintenance Services.***
Recommendation: Approve the release of RFP 2024-04 Operations and Maintenance Services.
Presented by: Christine Plasting, Procurement Manager.

BOARD OF DIRECTORS COMMENTS

DATE OF NEXT MEETING

December 18, 2023, at 9:30 AM
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345

CORRESPONDENCE AND PRESS CLIPS

ADJOURNMENT

Victor Valley Transit Acronym List

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ADA	Americans with Disabilities Act
APTA	American Public Transit Association
AQMP	Air Quality Management Plan
BABA	Build America, Buy America
BAFO	Best and Final Offer
BEB	Battery Electric Bus
BOE	Board of Equalization
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CFP	Call for Projects
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
CTSA	Consolidated Transportation Services Agency
DAC	Disadvantaged Communities
DBE	Disadvantaged Business Enterprise
DBELO	Disadvantaged Business Enterprise Liaison Officer
DOD	Department of Defense
DOT	Department of Transportation
E&H	Elderly and Handicapped
EEM	Environmental Enhancement and Mitigation
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FAST	Fixing America's Surface Transportation ACT
FCEB	Fuel Cell Electric Bus
FEIS	Final Environmental Impact Statements
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIMS	Geographic Information Mapping Systems
GIS	Geographic Information Systems
GPS	Global Positioning System
HOV	High-Occupancy Vehicle
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Program.
IAS-FFA	Independent Auditors Statement for Federal Funding Allocation
IIJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems
JPA	Joint Powers Authority
LAP	Language Assistance Plan
LCFS	Low Carbon Fuel Standard
LCTOP	Low Carbon Transit Operations Program
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LEP	Limited English Proficiency

Victor Valley Transit Acronym List

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LTF	Local Transportation Fund
MaaS	Mobility-as-a-Service
MBTA	Morongo Basin Transit Authority
MDAQMD	Mojave Desert Air Quality Management District
MDT	Mobile Display Terminal
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MTP	Metropolitan Transportation Planning
MTBP	Mass Transit Benefit Program
NEPA	National Environmental Policy Act of 1969
NOFO	Notice of Funding Opportunity
NTD	National Transit Database
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PCA	Personal Care Attendant
PTMISEA	Public Transportation Modernization Improvement and Service Enhancement Account.
POP	Program of Projects
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RTAP	Rural Technical Assistance Program
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SaaS	Software as a Service
SBCTA	San Bernardino County Transportation Authority (formerly SANBAG)
SCAG	Southern California Association of Governments
SGIP	Self-Generation Incentive Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TCM	Transportation Control Measure
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEAM	Transportation Electronic Award and Management
TNC	Transportation Network Company
TOCP	Transit Operating and Capital Plan
TrAMS	Transit Award and Management System
TREP	Transportation Reimbursement Escort Program
TRIP	Transportation Reimbursement Incentive Program
TSP	Transit Signal Priority
TSSSDRA	Transit System Safety, Security and Disaster Response Account
ULEV	Ultra Low Emission Vehicle
UZAs	Urbanized Areas
VOMS	Vehicles Operated in Maximum Service
ZEB	Zero Emission Bus
ZEV	Zero Emission Vehicle

Victor Valley Transit Authority Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Victor Valley Transit Authority (VVTA) Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the (VVTA) Board of Directors.

1. **Agendas** - All agendas are posted at the VVTA Administrative offices, and the Victorville, Hesperia, Barstow and Apple Valley city/town halls at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the VVTA Administrative offices located at 17150 Smoke Tree Street, Hesperia, CA 92345.
2. **Agenda Actions** - Items listed on both the "Consent Calendar" and "Action/Discussion Items" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.
3. **Closed Session Agenda Items** - Consideration of closed session items exclude members of the public. These items include issues related to personnel, ending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.
4. **Public Testimony on an Item** - Members of the public are afforded an opportunity to comment on any listed item. Individuals wishing to address the Board of Directors should complete a "Request to Speak" form. A form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. If there is a Consent Calendar, it is considered a single item; thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.
5. **Public Comment** - At the beginning of the agenda an opportunity is also provided for members of the public to speak on any subject within VVTA's authority. Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.
6. **Disruptive Conduct** - If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Please be aware that a NO SMOKING policy has been established for VVTA meetings. Your cooperation is appreciated!

VICTOR VALLEY TRANSIT AUTHORITY

MISSION STATEMENT

**Our mission is to serve the
community with excellent
public transportation
services in terms of quality,
efficiency, and
responsiveness.**

Quality

To increase ridership and community support by exceeding expectations.

Efficiency

To maintain an efficient operation that represents a highly-valued service.

Responsiveness

To provide services and facilities which are responsive to the needs of the community.

AGENDA ITEM ONE

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Minutes from the Regular Meeting of the Board of Directors Conducted on September 18, 2023.

SUMMARY STATEMENT

Following are copies of the minutes from the Regular Meeting of the Board of Directors conducted on September 18, 2023.

RECOMMENDED ACTION

Move for approval.

PRESENTED BY
Debi Albin,
Clerk of the Board

FISCAL IMPACT

N/A

MEETING DATE

November 20, 2023

ITEM NUMBER

1

**VICTOR VALLEY TRANSIT
REGULAR MEETING OF THE
BOARD OF DIRECTORS**

**September 18, 2023
MINUTES**

CALL TO ORDER

The Regular Meeting of the Board of Directors of the Victor Valley Transit Authority was called to order at 9:30 a.m. by Chair Becerra.

ROLL CALL

Board Members Present: Chair Liz Becerra
Director Joy Jeannette
Director Curt Emick
Director Bird
Alternate-Director Kim Mesen

Staff Members Present:

Juan Robinson, City of Victorville	Jeremy McDonald, City of Hesperia
Stacy Park, PIO SBCSD	Commander Ken Lutz, SBCSD
Lt. Ryan Smith, SBCOSD	Nancie Goff, VVTA
Debi Albin, VVTA	Adam Ebright, County Counsel
Barbara Miller, VVTA	Chris Ackerman, VVTA
Christine Plasting, VVTA	Sylvia Harris, VVTA
Shelly Cable, VVTA	Brandon Johnson, VVTA
Marie Downing, VVTA	Maged Azer, VVTA
Craig Barnes, VVTA	Bryan Torres Ayala, VVTA
Brandon Johnson, VVTA	Marc Perla, Keolis
Angelina Calderon, Keolis	Steve Helreigel, Keolis
Miriam Farzam, Keolis	Cresencio Ortega, Keolis
Jeff Guidry, Keolis	Jonathan McDowell, Keolis
Richard Montgomery, Keolis	

PLEDGE OF ALLEGIANCE

Director Jeannette led the audience in the pledge of allegiance.

ANNOUNCEMENTS

Ms. Goff announced bus operator, Jeanine Newman, is here today for the Board to recognize her for service above and beyond the call of duty. The VVTA Board of Directors presented Ms. Newman with an award of appreciation for her helping another person in an emergency.

Ms. Goff asked that the Board consider saving the date of Friday, October 20, 2023, for VVTA's 20th Anniversary Celebration. Mr. Ackerman will approach the podium with more information.

Mr. Ackerman shared that five (5) buses have been wrapped with the 30th Anniversary logo with four (4) on different routes in Victor Valley and one (1) in Barstow. Mr. Ackerman highlighted some of the planned events and guest speakers. He added the Sheriff's Department will be on-site and will try to bring their pony and staff is in discussions with Sultana High School Culinary Arts to provide appetizers.

Ms. Goff thanked Alternate-Director Mesen for her hard work facilitating the San Bernardino County Board of Supervisors consideration to make October 20th the official Victor Valley Transit Day for the next five (5) years.

PUBLIC COMMENTS

Speaker: Terri Martini, Adelanto

Ms. Martini wished to offer her praise for the ADA Department as well as Mr. Johnson for assisting her with a difficult trip. She also wished to thank driver Lucas for getting to the Board in time.

CONSENT CALENDAR

1. **Minutes from the Regular Meeting of the Board of Directors Conducted on August 21, 2023.**
Recommendation: Move for approval.
Presented by: None.
2. **Warrants, July 2023.**
Recommendation: Move for approval.
Presented by: None.

A MOTION WAS MADE BY Director Emick to approve the Consent Calendar. Seconded by Director Jeannette. The motion passed unanimously.

REPORTS

3. **Management Reports for Hesperia and Barstow Divisions – Verbal Report from Chief Executive Officer.**
Recommendation: Information item only.
Presented by: Nancie Goff, CEO.

Ms. Goff stated that there were some adjustments made to the budgeted revenue hours on the monthly Keolis invoices starting this fiscal year. The change will more accurately reflect the monthly hours rather than simply dividing the budget by 12 to get the monthly hours. With this modification, it was noted that the Demand Response hours are already exceeding the estimated 3% growth rate built into the budget. However, the overall monthly invoices, considering all program services, are still under budget, Ms. Goff pointed out.

Regarding July ridership, Motorbus is up almost 34% from the prior year July; Commuter bus is down 10%, and Demand Response is up 14%.

Since the start of the K-12 free fare program, Ms. Goff stated, student ridership has increased noticeably; August student ridership was approximately 8%, and September already shows an increase of over 50% with the month only partially over.

Ms. Goff also reported that the COA consultants will be starting the rider surveys on September 27th and there will be a media push and other notices and outreach in advance.

Among some important Assembly bills that were acted on during the suspense hearing process was **AB719 (Boerner) Nonemergency Medical Transportation**. This bill would require Medi-Cal Managed Care Plans (MCP) to reimburse public transit operators for nonmedical transportation (NMT) and nonemergency medical transportation (NEMT) services.

4. **Victor Valley Transit Authority Sheriff's Division Unit Verbal Report.**
Recommendation: Information item only.
Presented by: VVTA, Sheriff Division Unit.

Lt. Ryan Smith gave an update to the Board. He shared that there were twenty-four (24) reports and eighteen (18) arrests. The uniformed officers have started randomly riding on the buses and are currently working out the kinks in the service. SBCSD did go down to Orange County (OCTA) to ride with their Sheriffs and see what improvements could be made in the high desert.

ACTION ITEMS

5. **Award of VVTA RFP 2023-20 Bus Infotainment Systems to GMV, Los Angeles, CA.**
Recommendation: Award RFP 2023-20 Bus Infotainment System to GMV, Los Angeles. The term of the contract: Installation not to exceed 120 days. The term for service is three years.
Presented by: Christine Plasting, Procurement Manager.

Ms. Plasting explained that GMV, otherwise known as Syncromatics, scored the highest in the evaluation; Syncromatics already works with VVTA in another area. Ms. Plasting listed some of the benefits of the infotainment systems such as live updates, riders' alerts, events, surveys and even some trivia.

A MOTION WAS MADE BY Director Emick to approve the recommended action. Seconded by Director Bird. The motion passed unanimously.

BOARD COMMENTS

Director Jeannette shared that the City of Adelanto is having a holiday parade the second week of December. The rest of the Board offered their thanks for a job well done, especially to Ms. Newman.

DATE OF NEXT MEETING

The next Board meeting will be on Monday, October 16, 2023, at 9:30 am at Victor Valley Transit Authority, located at 17150 Smoke Tree Street, Hesperia, CA 92345

ADJOURNMENT

The meeting was adjourned at 10:01 am.

APPROVED: _____
Liz Becerra, Chair

ATTEST: _____
Debi Albin, Clerk of the Board

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AGENDA ITEM TWO

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Payrolls and Warrants for August, 2023.

SUMMARY STATEMENT

The following registers of Payrolls and Warrants have been audited as required by Section 37202 and 37208 of the Government code, and said documents are accurate and correct.

Agency's Gross Payroll for Administrative Employees

<u>Payroll Date</u>	<u>Amount</u>	<u>Register#</u>
8/11/2023	\$ 96,784.81	PR358-08-23
8/25/2023	\$ 97,876.73	PR359-08-23
Total Payroll	\$ 194,661.54	

Agency's Register of Warrants

<u>Register Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Register #</u>
08/03/2023	\$347,364.79	14873- 14910	AP04604AAAGTM
08/09/2023	\$2,257,360.16	14889- 14904	AP04611AAAGTT
08/17/2023	\$317,594.56	14911- 14937	AP04625AAAGUH
08/24/2023	\$1,961,277.98	14938- 14950	AP04648AAAGVE
08/31/2023	\$205,708.27	14951- 14968	AP04679AAAGWR
	\$5,089,305.76		

RECOMMENDED ACTION

Approve VVTA's expenditures for August 2023.

PRESENTED BY Maged Azer CFO	FISCAL IMPACT \$ 5,283,967.30	MEETING DATE November 20, 2023	ITEM NUMBER 2
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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Payrolls and Warrants for September 2023.

SUMMARY STATEMENT

The following registers of Payrolls and Warrants have been audited as required by Section 37202 and 37208 of the Government code, and said documents are accurate and correct.

Agency's Gross Payroll for Administrative Employees

<u>Payroll Date</u>	<u>Amount</u>	<u>Register#</u>
09/08/2023	\$100,057.10	PR361-09-23
09/22/2023	\$98,002.95	PR362-09-23
Total Payroll	\$ 198,060.05	

Agency's Register of Warrants

<u>Register Date</u>	<u>Amount</u>	<u>Check #</u>	<u>Register #</u>
09/08/2023	\$ 2,412,543.80	14977- 15124	AP04669AAAGVZ
09/14/2023	\$ 551,704.29	14978- 15004	AP04681AAAGWM
09/21/2023	\$ 321,958.83	15005- 15020	AP04682AAAGXQ
09/28/2023	\$2,339,242.25	15021- 15045	AP04710AAAGXO
	\$5,625,449.17		

RECOMMENDED ACTION

Approve VVTA's expenditures for September 2023.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Maged Azer CFO	\$ 5,823,509.22	November 20, 2023	2

Bank Register Report
Aug-23

Check Number	Date	Payee Name	Amount
14873	08/03/2023	DIGI VUE Advertising	\$177.00
14874	08/03/2023	Southern California Edison	\$92,612.02
14875	08/03/2023	Foothill AIDS Project	\$1,207.00
14876	08/03/2023	FRONTIER-OFFICE LINES	\$62.99
14877	08/03/2023	Frontier	\$159.59
14878	08/03/2023	Golden State Water Company	\$1,241.52
14879	08/03/2023	HI-Desert Communications	\$1,308.00
14880	08/03/2023	HR Specialist Emp	\$199.00
14881	08/03/2023	Principal Life Insurance Company	\$2,463.72
14882	08/03/2023	Protected Pest Control, Inc	\$125.00
14883	08/03/2023	Ring Central, Inc.	\$2,795.61
14884	08/03/2023	Southern California Regional Transit Training Cons	\$1,200.00
14885	08/03/2023	Southwest Gas BAT - CNG	\$61,117.04
14886	08/03/2023	Southwest Gas	\$11.00
14887	08/03/2023	Syncromatics Corporation	\$150,788.60
14888	08/03/2023	Verizon-Security Phones	\$8,010.91
14905	08/03/2023	VOID	\$0.00
14906	08/03/2023	VOID	\$0.00
14907	08/03/2023	American Express	\$19,543.33
14908	08/03/2023	VOID	\$0.00
14909	08/03/2023	VOID	\$0.00
14910	08/03/2023	US BANK	\$4,342.46
EFT046080001	08/08/2023	Keolis Transit Services, LLC	\$1,404,793.13
EFT046090001	08/08/2023	Keolis Transit Services, LLC	\$423,833.43
EFT046100001	08/08/2023	Keolis Transit Services, LLC	\$14,554.79
EFT046230001	08/08/2023	Public Entity Risk Management Auth	\$337,409.00
14889	08/09/2023	Charter Communications	\$160.98
14890	08/09/2023	Charter Communications	\$176.00
14891	08/09/2023	Charter Communications	\$1,149.00
14892	08/09/2023	Spectrum Business-Sec	\$319.98
14893	08/09/2023	Charter Communications	\$212.57
14894	08/09/2023	Charter Communications	\$269.98
14895	08/09/2023	Digital Assurance Certification	\$2,000.00
14896	08/09/2023	Inter-Con Security Systems, Inc.	\$37,856.68
14897	08/09/2023	Klete, LLC	\$4,375.00
14898	08/09/2023	Ring Central, Inc.	\$2,526.56
14899	08/09/2023	Spectrum	\$820.00
14900	08/09/2023	State Compensation Insurance Fund	\$1,227.87
14901	08/09/2023	Timberline Tree Works	\$1,600.00
14902	08/09/2023	Verizon Connect Fleet USA LLC	\$1,119.82
14903	08/09/2023	Southern California Edison	\$10,679.06
14904	08/09/2023	Southern California Edison	\$12,276.31
14911	08/17/2023	Abundant Living Family Church HD	\$2,788.00
14912	08/17/2023	Acacia's Country Florist	\$97.51
14913	08/17/2023	ADARide.com	\$3,879.50
14914	08/17/2023	Allied Universal Security Services	\$4,689.96
14915	08/17/2023	AVCOM Services, Inc.	\$195.00
14916	08/17/2023	Beck Oil	\$8,743.45
14917	08/17/2023	Bonnie Baker Senior Center	\$1,825.04
14918	08/17/2023	UTILITY BILLING	\$443.42
14919	08/17/2023	City Of Victorville - Utility Bill	\$1,279.32
14920	08/17/2023	Clean Energy	\$28,933.68
14921	08/17/2023	ECS Imaging Inc.	\$9,166.00
14922	08/17/2023	Southern California Edison-CNG	\$23,468.67
14923	08/17/2023	Southern California Edison	\$4,573.50
14924	08/17/2023	HI DESERT ALARM	\$196.20
14925	08/17/2023	Konica Minolta Business Solutions	\$983.77
14926	08/17/2023	Labor Finders	\$5,064.96
14927	08/17/2023	Loomis	\$1,606.37
14928	08/17/2023	San Bernardino County	\$410.00
14929	08/17/2023	Special District Risk Management	\$5,752.14
14930	08/17/2023	Shred Your Docs	\$78.00
14931	08/17/2023	Southwest Gas Corporation - CNG	\$173,231.67
14932	08/17/2023	Southwest Gas Corporation	\$886.23
14933	08/17/2023	Southwest Gas Corporation	\$17.05
14934	08/17/2023	Southwest Gas Corporation	\$111.56
14935	08/17/2023	Transit Consulting Strategies	\$3,500.00
14936	08/17/2023	TripSpark - Trapeze Software Group Inc.	\$31,243.00
14937	08/17/2023	Charter Communications	\$749.00
EFT046240001	08/17/2023	LookOurWay DBA Torero Specialty Products, LLC	\$3,681.56
EFT046310001	08/23/2023	GRIMCO INC.	\$4,997.55
14938	08/24/2023	Academy For Grassroots Organizations	\$1,300.00
14939	08/24/2023	AVCOM Services, Inc.	\$300.00
14940	08/24/2023	DIGI VUE Advertising	\$177.00
14941	08/24/2023	Southern California Edison	\$17,857.17
14942	08/24/2023	LOCALiQ - GateHouse Media California Holdings, In	\$1,173.56
14943	08/24/2023	Labor Finders	\$1,055.20
14944	08/24/2023	Protected Pest Control, Inc	\$125.00
14945	08/24/2023	Ring Central, Inc.	\$2,795.61
14946	08/24/2023	SOUTHWEST GAS CORPORATION	\$13.02
14947	08/24/2023	Southwest Gas BAT - CNG	\$50,720.34
14948	08/24/2023	Timberline Tree Works	\$1,600.00
14949	08/24/2023	Trona Community Senior Center	\$5,247.09
14950	08/24/2023	West Coast Fleet Services, Inc.	\$1,019.36
EFT046680001	08/25/2023	Keolis Transit Services, LLC	\$1,872,897.08
14951	08/31/2023	AlertMedia	\$5,700.00
14952	08/31/2023	AMAZON	\$1,135.66
14953	08/31/2023	AVR Vanpool	\$2,963.00

14954	08/31/2023	Barstow College Foundation	\$250.00
14955	08/31/2023	Clean Energy	\$9,869.95
14956	08/31/2023	DIGI VUE Advertising	\$177.00
14957	08/31/2023	Southern California Edison	\$18,307.73
14958	08/31/2023	Commute With Enterprise	\$110,017.26
14959	08/31/2023	Foothill AIDS Project	\$1,244.00
14960	08/31/2023	Golden State Water Company	\$1,626.30
14961	08/31/2023	City Of Hesperia Water District	\$4,825.24
14962	08/31/2023	Labor Finders	\$1,055.20
14963	08/31/2023	James Noble	\$200.00
14964	08/31/2023	Pinnacle Petroleum, Inc.	\$36,776.59
14965	08/31/2023	Spectrum	\$820.00
14966	08/31/2023	Tolar Manufacturing Co., Inc	\$1,092.94
14967	08/31/2023	Type-Set-Go	\$1,987.99
14968	08/31/2023	Verizon-Security Phones	\$7,659.41
TOTALS			\$5,089,305.76

Bank Register Report
Victor Valley Transit Authority
Sep-23

Check Number	Date	Payee Name	Amount
15124	09/06/2023	VOID	\$0.00
15125	09/06/2023	VOID	\$0.00
15126	09/06/2023	VOID	\$0.00
15127	09/06/2023	VOID	\$0.00
15128	09/06/2023	VOID	\$0.00
15129	09/06/2023	US BANK	\$16,246.71
14969	09/07/2023	Southern California Edison	\$16,490.69
14970	09/07/2023	FRONTIER-OFFICE LINES	\$62.99
14971	09/07/2023	Frontier	\$164.75
14972	09/07/2023	Principal Life Insurance Comp	\$2,597.32
14973	09/07/2023	Robert Half	\$14,500.00
14974	09/07/2023	Southwest Gas	\$11.00
14975	09/07/2023	Transit Consulting Strategies	\$4,550.00
14976	09/07/2023	Southern California Edison	\$10,489.70
14977	09/07/2023	Southern California Edison	\$4,202.22
EFT046590001	09/07/2023	Creative Bus Sales	\$758,012.24
EFT046620001	09/07/2023	Creative Bus Sales	\$758,012.24
EFT046630001	09/07/2023	Creative Bus Sales	\$758,012.24
EFT046640001	09/07/2023	Darktrace Holdings Limited	\$43,203.44
EFT046700001	09/07/2023	Oracle America, Inc.	\$25,188.26
EFT046650001	09/08/2023	Curt Emick	\$200.00
EFT046650002	09/08/2023	Elizabeth Becerra	\$200.00
EFT046650003	09/08/2023	Joy Jeannette	\$200.00
EFT046650004	09/08/2023	Rose Elaine Villareal	\$200.00
14978	09/11/2023	American Express	\$0.00
14979	09/11/2023	American Express	\$0.00
14980	09/11/2023	American Express	\$13,786.22
EFT046670001	09/11/2023	San Bernardino County Sherif	\$468,163.16
14981	09/14/2023	ADArise.com	\$5,251.00
14982	09/14/2023	Charter Communications	\$148.14
14983	09/14/2023	Charter Communications	\$166.16
14984	09/14/2023	Charter Communications	\$749.00
14985	09/14/2023	Charter Communications	\$1,149.00
14986	09/14/2023	Spectrum Business-Sec	\$319.98
14987	09/14/2023	Charter Communications	\$212.57
14988	09/14/2023	Charter Communications	\$269.98
14989	09/14/2023	UTILITY BILLING	\$443.42
14990	09/14/2023	Clean Energy	\$15,288.72
14991	09/14/2023	Diamond Environmental Servi	\$1,777.37
14992	09/14/2023	Southern California Edison-CI	\$24,212.18
14993	09/14/2023	Konica Minolta Business Solu	\$867.19
14994	09/14/2023	Labor Finders	\$1,055.20
14995	09/14/2023	Loomis	\$799.51
14996	09/14/2023	Napa Auto Parts	\$9,449.68
14997	09/14/2023	Special District Risk Managen	\$3,379.00

14998	09/14/2023	Southwest Gas Corporation	\$974.64
14999	09/14/2023	Southwest Gas Corporation	\$17.08
15000	09/14/2023	Southwest Gas Corporation	\$118.46
15001	09/14/2023	Syncromatics Corporation	\$514.20
15002	09/14/2023	Tennant Company	\$308.17
15003	09/14/2023	Triton Global Services, Inc.	\$810.00
15004	09/14/2023	State Compensation Insuranc	\$1,474.26
15005	09/21/2023	Allied Universal Security Servi	\$5,896.94
15006	09/21/2023	Beck Oil	\$9,538.85
15007	09/21/2023	Lawrence Bird	\$200.00
15008	09/21/2023	City Of Victorville - Utility Bill	\$1,279.32
15009	09/21/2023	Clean Energy	\$4,818.01
15010	09/21/2023	Diamond Environmental Servi	\$523.13
15011	09/21/2023	Ecolane USA, Inc.	\$42,019.00
15012	09/21/2023	Southern California Edison	\$17,956.69
15013	09/21/2023	HI-Desert Communications	\$1,308.00
15014	09/21/2023	Inter-Con Security Systems, Ir	\$40,855.34
15015	09/21/2023	Kimberly Mesen	\$200.00
15016	09/21/2023	San Bernardino County	\$1,127.50
15017	09/21/2023	SONIC SYSTEMS Inc	\$17,420.00
15018	09/21/2023	Southwest Gas Corporation -	\$168,219.34
15019	09/21/2023	Transtrack Systems, Inc.	\$1,500.00
15020	09/21/2023	ChargePoint, Inc.	\$8,400.00
EFT046970001	09/21/2023	Public Entity Risk Managemer	\$212.00
EFT046970002	09/21/2023	LookOurWay DBA Torero Spe	\$484.71
15021	09/28/2023	Abundant Living Family Churc	\$3,791.00
15022	09/28/2023	VOID	\$0.00
15023	09/28/2023	AMAZON	\$1,906.33
15024	09/28/2023	AVR Vanpool	\$3,608.16
15025	09/28/2023	Bonnie Baker Senior Center	\$2,487.36
15026	09/28/2023	Calstart	\$4,950.00
15027	09/28/2023	Clean Energy	\$9,288.51
15028	09/28/2023	Southern California Edison	\$5,352.02
15029	09/28/2023	EDM Technology, Inc.	\$3,295.00
15030	09/28/2023	Commute With Enterprise	\$113,785.00
15031	09/28/2023	Federal Express Corp.	\$50.23
15032	09/28/2023	Foothill AIDS Project	\$1,617.00
15033	09/28/2023	GFI Genfare	\$697.62
15034	09/28/2023	Golden State Water Company	\$1,520.28
15035	09/28/2023	Pinnacle Petroleum, Inc.	\$3,437.67
15036	09/28/2023	Pro Finish Painting, Inc.	\$142,856.25
15037	09/28/2023	Protected Pest Control, Inc	\$125.00
15038	09/28/2023	Ring Central, Inc.	\$5,328.90
15039	09/28/2023	SOUTHWEST GAS CORPOR	\$27.02
15040	09/28/2023	Southwest Gas BAT - CNG	\$41,887.59
15041	09/28/2023	Syncromatics Corporation	\$579.40
15042	09/28/2023	Verizon Connect Fleet USA LI	\$1,119.82
15043	09/28/2023	Principal Life Insurance Comp	\$2,555.08
15044	09/28/2023	Timberline Tree Works	\$2,750.00
15045	09/28/2023	Labor Finders	\$1,688.32
EFT046940001	09/28/2023	Keolis Transit Services, LLC	\$1,514,901.25
EFT046950001	09/28/2023	Keolis Transit Services, LLC	\$457,899.26
EFT046960001	09/28/2023	Keolis Transit Services, LLC	\$11,138.18

EFT046930001	09/29/2023	Curt Emick	\$200.00
EFT046930002	09/29/2023	Elizabeth Becerra	\$200.00
EFT046930003	09/29/2023	Joy Jeannette	\$200.00
TOTAL			\$5,625,449.17

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**AGENDA ITEM
THREE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

VVTA Board of Directors Calendar of Meetings for 2024.

SUMMARY STATEMENT

In 2024 the third Monday in January and February fall on holidays (Martin Luther King Jr. Day and Presidents Day respectively). In the past, meetings have been scheduled for the third Tuesday of the month for January and February meetings. Otherwise, all meetings are scheduled for the third Monday of the month. Meeting times (9:30 am) and the locations (Victor Valley Transit Authority and Barstow Council Chambers) are unchanged.

RECOMMENDED ACTION

Move for approval.

PRESENTED BY

Debi Albin,
Clerk of the Board

FISCAL IMPACT

N/A

MEETING DATE

November 20, 2023

ITEM NUMBER

3

VICTOR VALLEY TRANSIT AUTHORITY
BOARD OF DIRECTORS
CALENDAR OF MEETINGS 2024

Tuesday, January 16th, 9:30 a.m.
(Monday, 15th Martin Luther King Jr. Day)

Tuesday, February 20th, 9:30 a.m.
(Monday, 19th Presidents Day)
To be held at Barstow City Council Chambers.

Monday, March 18th, 9:30 a.m.

Monday, April 15th, 9:30 a.m.

Monday, May 20th, 9:30 a.m.
To be held at Barstow City Council Chambers.

Monday, June 17th, 9:30 a.m.

Monday, July 15th, 9:30 a.m.

Monday, August 19th, 9:30 a.m.
To be held at Barstow City Council Chambers.

Monday, September 16th, 9:30 a.m.

Monday, October 21st, 9:30 a.m.

Monday, November 18th, 9:30 a.m.
To be held at Barstow City Council Chambers.

Monday, December 16th, 9:30 a.m.

All meetings are the third Monday of the month except January and February due to holidays.

**AGENDA ITEM
FOUR**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Management reports.

SUMMARY STATEMENT

The attached Performance Reports are presented to the Board of Directors to provide an overview of the transit system's costs and performance.

- Keolis invoice for August and September 2023.
- Monthly Performance Statistics Systemwide Summary.
- Monthly Ridership Report.
- Monthly ADA Denial Report.
- Monthly Road Call Report.
- Keolis On Time Performance Report.

RECOMMENDED ACTION

Information items only.

PRESENTED BY
Nancie Goff,
CEO

FISCAL IMPACT

N/A

MEETING DATE

November 20, 2023

ITEM NUMBER

4



Keolis Transit Services

17150 Smoke Tree St.
Hesperia Calif. 92345

INVOICE NO. 0060215-IN

BILL TO Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

DATE 9/6/2023

CONTRACT NAME:
Victor Valley Transit

Attention: Mrs. Nancie Goff
Chief Executive Officer

MONTH August 2023

BILLING PERIOD 08/01/2023 - 08/31/2023

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Budgeted Expense	Actual Expense	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
ADA ParaTransit	2,486.70	2,983.35		\$237,852.86	\$285,357.43	\$47,504.57	\$468,034.59	\$549,018.57	\$80,983.98
Subscription	1,034.10	933.26		\$98,911.67	\$89,266.32	(\$9,645.35)	\$184,920.15	\$167,415.24	(\$17,504.91)
Microlink	966.00	384.51		\$92,397.90	\$36,778.38	(\$55,619.52)	\$172,743.90	\$65,765.11	(\$106,978.79)
Regional Fixed Rt	11,215.18	11,035.76	(179.42)	\$999,272.54	\$983,286.22	(\$15,986.32)	\$1,931,793.14	\$1,908,172.73	(\$23,620.41)
Route 15	750.93	744.03	(6.90)	\$66,907.86	\$66,293.07	(\$614.79)	\$129,313.50	\$128,236.28	(\$1,077.22)
Fort Irwin	528.08	524.41	(3.67)	\$54,297.19	\$53,919.84	(\$377.35)	\$101,512.13	\$101,086.46	(\$425.67)
SUBTOTALS	16,980.99	16,605.32	(189.99)	\$1,549,640.01	\$1,514,901.25	-\$34,738.75	\$2,988,317.41	\$2,919,694.39	-\$68,623.02

TOTAL INVOICE

\$1,514,901.25

Please REMIT TO:
Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
ARDept@keolisna.com

Manager's Signature and Business Phone



INVOICE NO. 0060216-IN

Keolis Transit Services17150 Smoke Tree St.
Hesperia Calif. 92345

BILL TO

Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

DATE

9/6/2023

CONTRACT NAME:
Victor Valley TransitAttention: Mrs. Nancie Goff
Chief Executive Officer

MONTH August 2023

BILLING PERIOD 08/01/2023 - 08/31/2023

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Budgeted Expense	Actual Expense	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
County	1,965.68	1,958.20	(7.48)	\$175,142.09	\$174,475.62	(\$666.47)	\$341,215.58	\$339,725.83	(\$1,489.75)
Barstow-Fixed Route	1,928.75	1,928.75	-	\$171,851.63	\$171,851.63	\$0.00	\$333,238.46	\$333,238.46	\$0.00
Barstow-County	802.42	802.42	-	\$71,495.62	\$71,495.62	\$0.00	\$138,302.80	\$138,208.35	(\$94.45)
Barstow-DAR	348.30	418.99		\$33,314.90	\$40,076.39	\$6,761.50	\$65,558.52	\$70,560.05	\$5,001.53
SUBTOTALS	5,045.15	5,108.36	(7.48)	\$451,804.23	\$457,899.26	\$6,095.03	\$878,315.36	\$881,732.69	\$3,417.33

TOTAL INVOICE

\$457,899.26

Please REMIT TO:
Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
ARDept@keolisna.com

Manager's Signature and Business Phone



Keolis Transit Services

17150 Smoke Tree St.
Hesperia Calif. 92345

INVOICE NO. 0060220-IN

BILL TO Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

DATE 10/3/2023

CONTRACT NAME:
Victor Valley Transit

Attention: Mrs. Nancie Goff
Chief Executive Officer

MONTH September 2023 BILLING PERIOD 09/01/2023 - 09/30/2023

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Budgeted Expense	Actual Expense	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
ADA ParaTransit	2,326.30	2,912.17		\$222,510.60	\$278,549.06	\$56,038.47	\$690,545.19	\$827,567.63	\$137,022.44
Subscription	899.20	807.41		\$86,008.48	\$77,228.77	(\$8,779.71)	\$270,928.63	\$244,644.01	(\$26,284.62)
Microlink	840.00	416.78		\$80,346.00	\$39,865.01	(\$40,480.99)	\$253,089.90	\$105,630.12	(\$147,459.78)
Regional Fixed Rt	10,263.76	10,196.39	(67.37)	\$914,501.02	\$908,498.35	(\$6,002.67)	\$2,846,294.16	\$2,816,671.08	(\$29,623.08)
Route 15	690.64	690.12	(0.52)	\$61,536.02	\$61,489.69	(\$46.33)	\$190,849.52	\$189,725.97	(\$1,123.55)
Fort Irwin	459.20	453.23	(5.97)	\$47,214.94	\$46,601.11	(\$613.84)	\$148,727.07	\$147,687.57	(\$1,039.50)
SUBTOTALS	15,479.10	15,476.10	(73.86)	\$1,412,117.06	\$1,412,231.98	\$114.92	\$4,400,434.47	\$4,331,926.38	-\$68,508.09

TOTAL INVOICE

\$1,412,231.98

Please REMIT TO:
Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
ARDebt@keolisna.com

Manager's Signature and Business Phone



INVOICE NO. 0060221-IN

Keolis Transit Services17150 Smoke Tree St.
Hesperia Calif. 92345

BILL TO

Victor Valley Transit Authority
17150 Smoke Tree St.
Hesperia, CA 92345

DATE 10/3/2023

Attention: Mrs. Nancie Goff
Chief Executive OfficerCONTRACT NAME:
Victor Valley Transit

MONTH September 2023 BILLING PERIOD 09/01/2023 - 09/30/2023

	Budgeted Revenue hours	Actual Revenue hours	Variance in Missed Service	Budgeted Expense	Actual Expense	Variance (+ or -)	Budgeted Expense Year-to-date	Actual Expense Year-to-date	Variance (+ or -) Year-to-date
County	1,820.75	1,810.64	(10.11)	\$162,228.83	\$161,328.02	(\$900.80)	\$503,444.41	\$501,053.85	(\$2,390.56)
Barstow-Fixed Route	1,767.20	1,767.20	-	\$157,457.52	\$157,457.52	\$0.00	\$490,695.98	\$490,695.98	\$0.00
Barstow-County	732.70	732.70	-	\$65,283.57	\$65,283.57	\$0.00	\$203,586.37	\$203,491.92	(\$94.45)
Barstow-DAR	325.80	370.27		\$31,162.77	\$35,416.33	\$4,253.56	\$96,721.29	\$105,976.38	\$9,255.09
SUBTOTALS	4,646.45	4,680.81	(10.11)	\$416,132.69	\$419,485.44	\$3,352.75	\$1,294,448.05	\$1,301,218.13	\$6,770.08

TOTAL INVOICE \$419,485.44

Please REMIT TO:
Keolis Transit Services, LLC
53 State Street, 11th Floor
Boston, MA 02109
ARDevt@keolisna.com

Manager's Signature and Business Phone



FY 2024 -- Monthly Performance Statistics by Mode
Systemwide Summary
All Routes

Performance Statistics for August

Mode	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
Bus (Motorbus)	70,596	16,450.3	\$2,068,257	\$81,459	4.3	\$29.30	\$125.73	\$1.15	\$4.95	3.94%
Commuter Bus	3,050	524.4	\$82,477	\$35,571	5.8	\$27.04	\$157.28	\$11.66	\$67.83	43.13%
Demand Response	11,901	4,564.2	\$541,184	\$33,351	2.6	\$45.47	\$118.57	\$2.80	\$7.31	6.16%
System Total	85,547	21,538.8	\$2,691,918	\$150,382	4.0	\$31.47	\$124.98	\$1.76	\$6.98	5.59%



FY 2024 -- Monthly Performance Statistics by Mode
Systemwide Summary
All Routes

Performance Statistics for September

Mode	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
Bus (Motorbus)	77,142	15,185.2	\$1,929,892	\$85,704	5.1	\$25.02	\$127.09	\$1.11	\$5.64	4.44%
Commuter Bus	2,852	453.2	\$71,527	\$33,893	6.3	\$25.08	\$157.82	\$11.88	\$74.78	47.38%
Demand Response	11,066	4,385.0	\$523,810	\$15,202	2.5	\$47.34	\$119.46	\$1.37	\$3.47	2.90%
System Total	91,060	20,023.4	\$2,525,229	\$134,798	4.5	\$27.73	\$126.11	\$1.48	\$6.73	5.34%



Monthly Ridership Report

August, FY 2024

Bus (Motorbus), Commuter Bus, Demand Response Only

Total (All Day Types)

Mode	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
Bus (Motorbus)	45,960	70,596	3.8	4.2	5.84%	3.94%
Commuter Bus	3,421	3,050	6.5	5.8	44.79%	43.13%
Demand Response	10,009	11,901	2.3	2.6	6.94%	6.16%
System Total	59,390	85,547	3.5	3.9	7.20%	5.59%



Monthly Ridership Report

September, FY 2024

Bus (Motorbus), Commuter Bus, Demand Response Only

Total (All Day Types)

Mode	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
Bus (Motorbus)	50,041	77,142	4.5	5.0	4.65%	4.44%
Commuter Bus	3,133	2,852	6.6	6.2	59.96%	47.38%
Demand Response	9,339	11,066	2.3	2.5	5.20%	2.90%
System Total	62,513	91,060	4.0	4.5	6.44%	5.34%

ADA Dispatch Denial Report For the Month of August 2023

[illegible]

ADA Dispatch Denial Report For the Month of September 2023

[illegible]

**August
Major and Non-Major
Miles Between Road Calls**

Total Miles	FY 2023	FY 2023
Demand Response	62,438	66,599
Commuter Bus	20,595	20,346
Motor Bus	206,306	293,629
Total Miles	289,339	380,574

Total Road Calls	FY 2023	FY 2023
Demand Response	8	4
Commuter Bus	2	2
Motor Bus	29	26
Total Road Calls	39	32

Miles Between Road Calls	FY 2023	FY 2024
Demand Response	7,805	16,650
Commuter Bus	10,298	10,173
Motor Bus	7,114	11,293
Total System	25,216	38,116

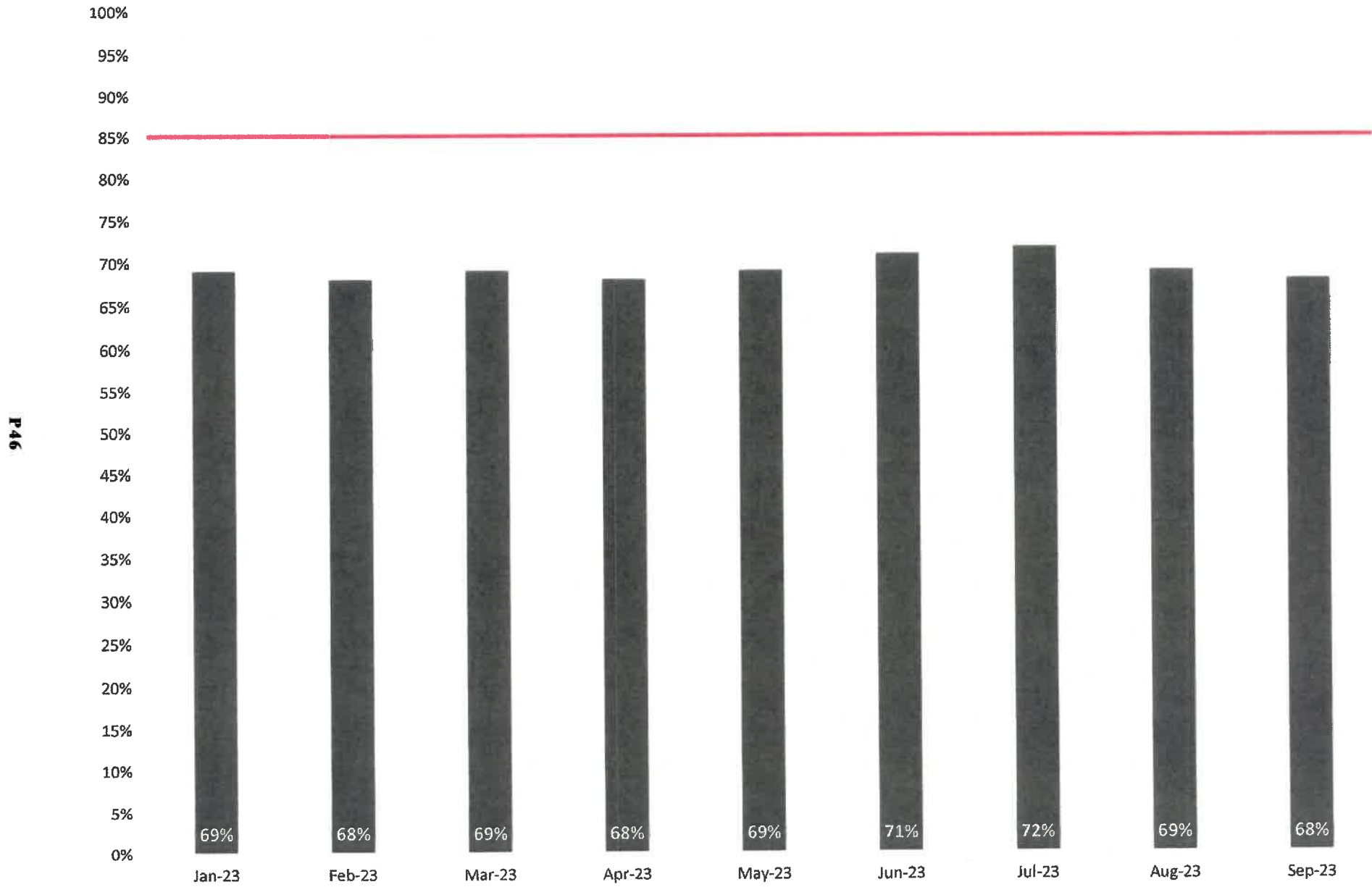
**September
Major and Non-Major
Miles Between Road Calls**

Total Miles	FY 2023	FY 2024
Demand Response	57,971	63,748
Commuter Bus	18,563	17,576
Motor Bus	191,262	272,649
Total Miles	267,796	353,973

Total Road Calls	FY 2023	FY 2024
Demand Response	6	4
Commuter Bus	1	2
Motor Bus	41	23
Total Road Calls	48	29

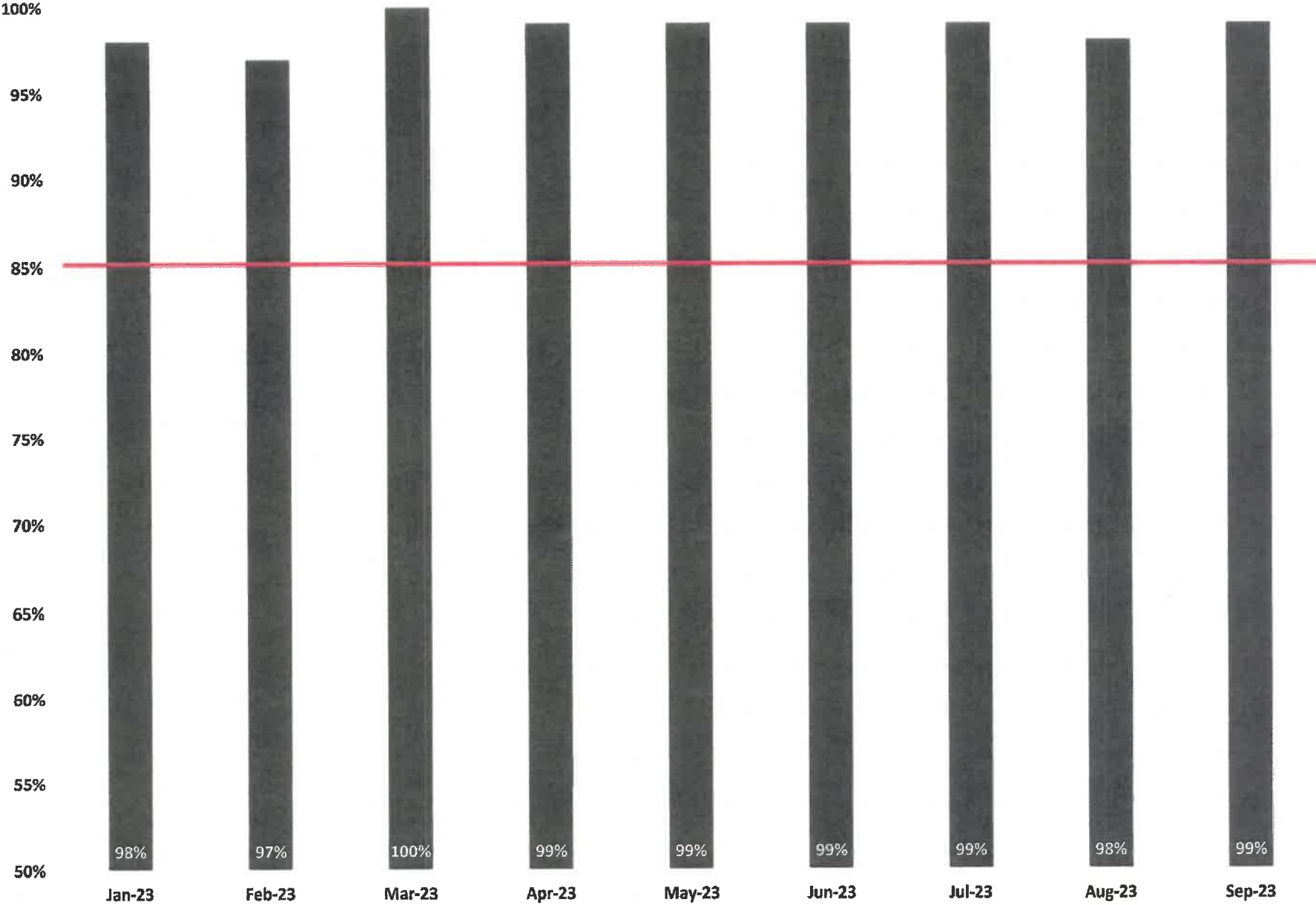
Miles Between Road Calls	FY 2023	FY 2024
Demand Response	9,662	15,937
Commuter Bus	18,563	8,788
Motor Bus	4,665	11,854
Total System	32,890	36,579

OTP - Fixed Route



OTP - Direct Access

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**AGENDA ITEM
FIVE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Victor Valley Transit Sheriff's Division Unit Report.

SUMMARY STATEMENT

At this time, a representative of the VVTA Sheriff Division will present highlights and statistics from the last report.

RECOMMENDED ACTION

Information item only.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
VVTA Sheriff Division Unit	N/A	November 20, 2023	5

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**DISCLOSURE
POTENTIAL
CONFLICTS OF
INTEREST ISSUES**

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VICTOR VALLEY TRANSIT AUTHORITY

*representing the communities of Apple Valley, Adelanto, Hesperia,
Victorville and San Bernardino County*

MEMORANDUM

Date: October 16, 2023

To: Victor Valley Transit Board of Directors

From: Victor Valley Transit Chief Executive Officer

Subject: Disclosure(s) regarding recommendations for action by the VVTA Board of Directors.

Staff hereby provides the Victor Valley Transit Board of Directors with a listing of principals and subcontractors associated with action items on the agenda for the Board November 20, 2023, meeting.

Agenda Item No.	Contract No.	Principals and Agents	Subcontractors
6	2023-04	MARR's Services Inc: Riaz Chaudhary, Principal 340 E. Commonwealth Ave Fullerton, CA 92832	N/A
6	2023-04	Berg & Associates: Alicia Berg, VP/Director of Development 302 West 5 th Street Suite 210 San Pedro, CA 90731	N/A
6	2023-04	AECOM Andrew Liu, Vice President 300 South Grand 9th Los Angeles, CA 90071	N/A

The foregoing information has no financial impact on the Agency and is provided relative to potential conflicts of interests, which may precipitate member abstentions under California Government Code 84308.



VICTOR VALLEY TRANSIT AUTHORITY

representing the communities of Apple Valley, Adelanto, Hesperia,
Victorville and San Bernardino County

Conflict of Interest Form

Purpose: This form is provided to assist members of the VVTA Board of Directors in meeting requirements of Government Code Section 84308 and 87100 in documenting conflict of interest as related to VVTA Board/Committee agenda items.

Instructions: Under certain circumstances, VVTA Board of Directors may be required to disclose and disqualify themselves from participating in, influencing, or voting on an agenda item due to personal income, real property interests, investments, business positions, or receipt of campaign contributions. If applicable, Board members must personally state the following information, for entry into the public record, prior to consideration of the involved agenda item(s) and turn in the completed form to the Clerk of the Board prior to leaving the meeting.

I. Board Member Information

Board Member Name	City/County Name	Meeting Date

II. Campaign Contributions

1. I have a disqualifying campaign of over \$250
from _____

(Name of Company and/or individual)

and therefore I am abstaining from participation on Agenda Item _____ Subject: _____

2. I have a disqualifying campaign of over \$250
from _____

(Name of Company and/or individual)

and therefore I am abstaining from participation on Agenda
item _____ Subject: _____

3. I have a disqualifying campaign of over \$250 from _____

(Name of Company and/or individual)

and therefore I am abstaining from participation on Agenda item _____ Subject: _____

4. I have a disqualifying campaign of over \$250 from _____

(Name of Company and/or individual)

and therefore I am abstaining from participation on Agenda item _____ Subject: _____

III. Financial Interest

1. I have a financial interest of _____,
from/in _____

(State income, real property interest, or business position)

(Identify company or property location)

and therefore I am abstaining from participation on Agenda Item _____ Subject: _____

2. I have a financial interest of _____,
from/in _____

(State income, real property interest, or business position)

(Identify company or property location)

and therefore I am abstaining from participation on Agenda Item _____ Subject: _____

IV. Signature

Board Member Signature: _____

Date: _____

Please remember you must state the information into the public record prior to consideration of the involved agenda item(s) and turn in the complete form to the Recording Secretary prior to leaving the meeting.

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**AGENDA ITEM
SIX**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Award of VVTA RFP 2023-04 Construction Manager – Hydrogen Fueling Station to AECOM, Los Angeles, CA.

SUMMARY STATEMENT

On September 20, 2022, the VVTA Board of Directors approved the termination for convenience of Contract 2022-02 and 2022-06 for the Construction Consultant-Project Manager contract with MARR's Services, Inc. The cancellation was partially due to the timing between the award of the contract and the award for the construction of the hydrogen fueling station. The release of RFP 2023-04 was on April 10, 2023.

Proposals were due on Thursday, May 18, 2023, and only 1 proposal was received. Staff deemed it necessary to re-release the RFP. The last day for proposals was on Thursday, August 3, 2023. No additional proposals were received. After some outreach to DBEs in the area, 4 contractors showed interest in the project. Addendum No. 2 was issued on August 4 with a proposal due date of Thursday, September 7, 2023.

After further outreach for proposals, two additional responses were received. The Evaluation scores were, with a maximum score of 150 points:

MARRS Services, Inc., Fullerton, CA	86.23
Berg & Associates, San Pedro, CA	120.73
AECOM, Los Angeles, CA	131.45

RECOMMENDED ACTION

Approve the recommendation for Award of RFP 2023-04 Construction Manager – Hydrogen Fueling Station, to AECOM, Los Angeles, CA.

PRESENTED BY
Christine Plasting
Procurement Manager

FISCAL IMPACT
Not to Exceed
\$574,986.00

MEETING DATE
November 20, 2023

ITEM NUMBER
6

VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Award of VVTA RFP 2023-04 Construction Manager – Hydrogen Fueling Station to AECOM, Los Angeles, CA.

SUMMARY STATEMENT

An opportunity was given to the proposers to provide a Best and Final Offer. The Max Points for this BAFO process was 25 Points. Added to the previous scores, the final tabulation is as follows:

MARRS Services, Inc., Fullerton, CA	109.42
Berg and Associates, San Pedro, CA	144.33
AECOM, Los Angeles, CA	156.45

The Evaluation committee has carefully reviewed the responses and recommends awarding RFP 2023-04 to AECOM, Los Angeles, CA, Not to Exceed \$574,986.00

This project is part of the Federally Funded previously approved budgets.

RFP 2023-04 Construction Manager - Hydrogen Station
FINAL SCORE TABULATION

Technical Evaluation:

Evaluation Criteria	Weight Factor	Company	E1	E2	E3	E5	E7	Total
1	15.00							
		C-1	3.00	4.00	3.00	4.00	4.00	10.80
		C-2	4.00	4.00	5.00	4.00	5.00	13.20
		C-3	5.00	4.00	4.00	4.00	5.00	13.20
Comments:								
2 - Knowledge	15.00							
		C-1	3.00	4.00	3.00	3.00	4.00	10.20
		C-2	4.00	4.00	4.00	5.00	5.00	13.20
		C-3	5.00	5.00	4.00	5.00	4.00	13.80
Comments								
2 - Staffing	30.00							
		C-1	3.00	3.00	4.00	4.00	3.00	20.40
		C-2	4.00	4.00	5.00	4.00	4.00	25.20
		C-3	5.00	4.00	5.00	5.00	4.00	27.60
Comments								
3	35.00							
		C-1	3.00	3.00	3.00	3.00	3.00	21.00
		C-2	4.00	4.00	5.00	4.00	4.00	29.40
		C-3	4.00	4.00	5.00	5.00	5.00	32.20
Comments								
TOTAL		C-1	57.00	66.50	61.75	66.50	66.50	63.65
Max Points = 95		C-2	76.00	76.00	90.25	80.75	85.50	81.70
		C-3	90.25	80.75	85.50	90.25	85.50	86.45

Cost Evaluation		
	25.00	Cost Score
MARRS		17.58
Berg & Associates		9.03
AECOM		25.00

	Technical	Cost Score	Reference Score (20 Max)	Local Preference (5)	DBE (5)	Total Score	BAFO Score	Total Score
MARRS	63.65	17.58	0.0000	0.0000	5.0000	86.23	23.18	109.42
Berg & Associates	81.70	9.03	20.0000	5.0000	5.0000	120.73	23.60	144.33
AECOM	86.45	25.00	20.0000	0.0000	0.0000	131.45	25.00	156.45

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VVTA RFP 2023-04 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

INTRODUCTION

The Victor Valley Transit Authority (VVTA) is seeking an experienced firm to serve as the construction manager for the Design Build construction of VVTA's Hydrogen Fueling Station located on the corner of E Ave. and Live Oak Street in Hesperia, CA. The awarded construction management individual and/or firm will assist in planning and implementing the Project. Although VVTA is the primary decision maker, the construction management firm will advise VVTA by providing recommendations.

PROJECT DESCRIPTION

The project will consist of one station located in Hesperia CA. The station will be equipped with three (3) dispensers, two (2) private 350 BAR (H35) dispensers for VVTA's fleet, and a 350 BAR (H35)/700 BAR (H70) dispenser for light duty and heavy-duty applications. The station will be designed and built to fuel 60 buses and more than 20 passenger cars per day. The station will include an 18,000-25,000-gallon liquid hydrogen storage tank, and all necessary equipment to operate the station to meet the needs of the agency; liquid hydrogen will be delivered on an as needed basis.

The facility is to be constructed on the southern portion of VVTA's property located at the corners of E Avenue and Live Oak Street, just north of the VVTA Hesperia Maintenance and Operations Facility located at 17150 Smoke Tree St. Hesperia, CA 92345.

VVTA is in the process of soliciting a Design-Build team for the construction of the facility. Specifications and drawings will be provided to the selected construction manager upon completion.

The construction management contractor will serve as VVTA's advocate to represent VVTA's best interests with members of VVTA Staff.

As VVTA is a public agency, the Hydrogen Fueling Station is subject to public works laws.

SCOPE OF WORK

The selected construction management consultant will provide construction management services for the Project. The tasks expected in each phase of the project include, but are not limited to:

General Services:

- Provide overall Project coordination with VVTA and the Design Build Team
- Monitor the Project team performance relative to contractual obligations.
- Provide regular Project budgeting, scheduling, cost accounting and reporting (with input from others as required).
- Communicate regularly with VVTA staff through the duration of the Project.

VVTA RFP 2022-02 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

- Advise VVTA by providing recommendations, including assessment of options, considerations, and efficiencies.
- Serve as VVTA's advocate to represent VVTA's best interests with members of the Design-Build team.
- Prepare monthly reports addressing Project progress and issues.
- Propose, develop, and implement a Project quality assurance plan (e.g., testing and inspection program, etc.). Schedule and conduct Weekly or Bi-Weekly progress meetings and issue minutes and action lists as required.
- Maintain Project files and records, including a Project directory with names, addresses, phone and fax numbers and responsibilities of all individuals and organizations associated with the Design/Build Project.
- Maintain a complete and current record of Project contracts, drawings, and specifications.
- Develop and implement a procedure for the review and preparation for payment of contractors' payment requests.
- Provide advice and assistance in resolving claims and disputes.
- Recommend and monitor appropriate levels of budget contingency required during all phases of the Project.
- In conjunction with VVTA Staff and Hydrogen Consultant, monitor, guide and advise VVTA as to compliance with applicable requirements of public works projects. Prepare paperwork for compliance as required.
- The Design/Build project is federally funded and subject to Buy America, Davis Bacon, and other Federal Requirements:
 - Assist VVTA staff with the review of the products included in the construction that are subject to Buy America Regulations.
 - Assist VVTA with the review of Employee data sheets, Certified Payrolls, employee interviews in relation to the Davis Bacon rules and regulations.
 - Assist VVTA with any other monitoring required as mandated by the FTA, State of CA, and County of San Bernardino.
- Develop master schedule and Project plan with input from VVTA for space planning.
- Cost estimating.

VVTA RFP 2022-02 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

- Coordinate communications for all members of the Project team.

Planning:

- Ensure adherence to applicable requirements of Federal and State of CA public works projects.
- Ensure that the Design Build Team posts in a prominent place at the site of the Project (Job Site) a list of the State of CA and Davis Bacon prevailing wages in the area for the work to be performed on the Project, as required pursuant to the California Labor Code Section 1770 et seq.
 - o Check all certified payroll forms for conformance to the prevailing wage rates on a weekly basis.
 - o Verify that all trade personnel listed in the daily log are also listed in the certified payroll.
 - o Conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Forward to the VVTA Procurement Department all original preliminary notices, stop notices and renewals of insurance certificates.
- Obtain from the Design Build Team, and review for completeness and quantity, all required shop drawings, product data, samples, and other submittals (Submittals). If applicable, ensure that the Submittals are consistent with the information contained in related documents. In collaboration with the Design-Build Team, establish and implement procedures for expediting the processing and approval of Submittals.
- Require that the Design-Build Team ensure that each subcontractor provides written certification that required safety program(s) are in place and effective prior to initiating work on the Project and obtain a written copy of their safety programs for the file.
- Require that each subcontractor confirm, in writing, as a condition of submitting its payment request(s), that it has continuously administered and enforced its published safety program throughout the preceding reporting period, including monthly safety meetings.
- Observe work in progress for conformance with plans and specifications and report defects and deficiencies.
- Coordinate the work of separate contractors engaged by VVTA.

VVTA RFP 2022-02 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

- Assist in the selection of independent testing agencies. Coordinate their work, review their reports, and make recommendations regarding their findings.
- Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, testing, and inspection reports, etc. Maintain a file of all Project correspondence, directives, and meeting minutes.
- Maintain or cause to be maintained daily Job Site reports recording weather, numbers of workers, equipment in use, general activities completed and special occurrences (e.g., accidents, injuries, etc.).
- Monitor delivery and review of shop drawings and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples.
- Monitor and coordinate Design-Build team site visits and responses to requests for information.
- Monitor Design-Build Team performance as to cost, quality, and schedule.
- Attend regular Job Site meetings with all Design-Build Team representatives and VVTA Staff as appropriate; discuss job progress, track and record key actions and decisions and review meeting minutes as required.
- Visit off-site fabrication facilities as required (out-of-pocket cost of such trips is a reimbursable expense). (If applicable)
- Prepare monthly reports addressing project progress and any quality, cost, and schedule issues.
- Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of VVTA Staff to handle the matter.
- Support VVTA in the defense and resolution of any claims related to the Project. Assemble and analyze data as required for such defense.
- Assist in the processing of any claims, payments, and rebates.
- Review Design Build Team's schedule of values for use in processing payments.
- Develop and implement a system for the preparation, review and processing of construction change directives and change orders. Estimate the cost of all change orders and negotiate them with the Design-Build Team on behalf of VVTA.

VVTA RFP 2022-02 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

- Identify and recommend to VVTA changes that will save time, money and/or improve quality.
- Retain material and field-testing agencies as required on behalf of VVTA (cost of testing is a reimbursable expense).
- Recommend and oversee corrective and recovery measures, as required.
- Review all Furniture Fixtures & Equipment (FF&E) documents and purchase orders for design and budget compliance.
- Coordinate construction activities with FF&E delivery and installation.
- Maintain an accurate, up-to-date construction cost accounting system. Include costs of contracts, directly purchased materials and other appropriate items. Make revisions to incorporate approved changes as they occur.

Closeout

- In collaboration with the Design-Build Team, develop a detailed schedule of close-out activities, including punch lists, equipment testing, start-up procedures, and occupancy. Incorporate such schedule into the master schedule and distribute it to all Project team members as appropriate.
- Monitor and confirm Design-Build compliance with all turnover requirements.
- Schedule and direct inspections to develop punch lists. Establish dates of substantial and final completion.
- Coordinate, catalog and confirm delivery to VVTA of all keys, manuals, warranties, as-built drawings, plans and specifications, lien releases, attic stock materials, etc.
- Work with the Design-Build Team to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Verify the payment of retainages.
- Monitor all product and equipment demonstrations and training. Monitor initial start-up and testing of all systems to confirm compliance with specifications.
- Coordinate performance of corrective and warranty work.

Minimum and Desired Qualifications: The ideal proposer will possess the following qualifications and skills related to project and construction management:

Minimum Requirement

- Five (5) years of project and construction management experience overseeing

VVTA RFP 2022-02 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION ATTACHMENT A – SCOPE OF WORK

Hydrogen Fueling Station construction projects.

Desired Knowledge, Skills and Experience:

- Construction management of comparable Hydrogen Fuel Facility projects for public agencies.
- Field supervisory experience.
- Strong administrative and management skills, including contract management.
- Knowledge of construction materials and methods.
- Good communication and negotiation skills.
- Ability to prepare and review detailed cost estimates.
- Ability to develop and review detailed schedules.
- Experience applying legal requirements for Federally Funded public works projects.
- Experience with construction. If the proposal includes the use of subcontractors, proposer shall identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract exceeds \$25,000, the subcontract shall contain all required provisions of the prime contract.

Additional Tasks:

It is the responsibility of the Proposer to fulfill the following requirements. These tasks may be performed by a responsible and qualified Sub-contractor:

- **Materials Testing and Inspection:**
 - Materials testing and special inspection is as required by the awarded construction documents. These tests and inspections may include but not be limited to the following materials: concrete, wood, soils, masonry, rebar, roofing, welding and steel.
- **Geotechnical Survey of the property where construction is to take place:**
 - The testing of soil consistency and structure, groundwater level, and making recommendations for the project based on the results. The duties include, but are not limited to, the drilling of boreholes at the site and samples taken from the ground to be analyzed in a lab.

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AGENDA ITEM SEVEN

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Amend the VVTA Fiscal Year 2023-24 Budget to Expend American Rescue Plan Act Emergency Relief Funds.

SUMMARY STATEMENT

VVTA was previously awarded \$740,100 of American Rescue Plan Act Emergency Relief Funds (ARPA). These funds were to be expended by June 30, 2028.

VVTA had initially planned to budget these funds in the fiscal year 2025. However, staff received recent correspondence from CalTrans encouraging agencies to formulate a plan to expend these funds sooner rather than later, as the funds have become a topic of discussion at the Federal level.

Staff recognize the importance of expending these funds promptly to avoid any potential loss and recommend expediting the funds for operating costs in FY24 to prevent any potential loss of funding.

Funding Source	Current Budget	Change	Amended Budget
LTF	\$20,496,549	-\$740,100	\$19,756,449
ARPA	\$0	\$740,100	\$740,100

RECOMMENDED ACTION

Amend the VVTA Fiscal Year 2023-24 Budget to Expend American Rescue Plan Act Emergency Relief Funds.

PRESENTED BY
Marie Downing,
Grants Manager

FISCAL IMPACT
None

MEETING DATE
November 20, 2023

ITEM NUMBER
7

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AGENDA ITEM EIGHT

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Adopt Resolutions 23-06 and 23-07 of the Board of Directors of the Victor Valley Transit Authority, Hesperia, California, Authorizing Submittal of Claims to the San Bernardino County Transportation Authority for Transportation Development Act Article 3 Funds on behalf of the Town of Apple Valley and City of Victorville Projects.

SUMMARY

The Transportation Development Act, Article 3 Funds were developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for more expensive complementary paratransit service provided by the Americans with Disabilities Act (ADA). Jurisdictions are encouraged to submit projects for these funds through VVTA.

VVTA responded to the 2023 Article 3 Call for Projects and submitted three (3) projects on behalf of the Town of Apple Valley (1 project), and the City of Victorville (2 projects). These projects were awarded funding in October 2023. \$53,611 of FY23 State Transit Assistance Funds (STA) approved for Shelters and Amenities will be used as matching funds to the projects.

Resolutions 23-06 and 23-07 are being presented to the VVTA Board of Directors to authorize submittal of claims to the San Bernardino County Transportation Authority (SBCTA) for Transportation Development Act 3 Funds for the Town of Apple Valley and City of Victorville Projects.

RECOMMENDED ACTION

Adopt Resolutions 23-06 and 23-07 Authorizing Submittal of Claims to the San Bernardino County Transportation Authority for Transportation Development Act 3 Funds on behalf of the Town of Apple Valley and City of Victorville Projects.

PRESENTED BY
Marie Downing,
Grants Manager

FISCAL IMPACT

None

MEETING DATE

November 20, 2023

ITEM NUMBER

8

RESOLUTION NO. 23-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTOR VALLEY TRANSIT AUTHORITY, HESPERIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF A CLAIM TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS FOR APPLE VALLEY ROAD BUS TURNOUT PROJECT

WHEREAS, the Mills-Alquist-Deddeh Act (SB 325) WAS ENEACTED BY THE California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans; and

WHEREAS, TDA provides two funding sources, the Local Transportation Fund (LTF) AND State Transit Assistance fund (STA); AND

WHEREAS, LTF is derived from a ¼ cent of the general sales tax collected statewide and apportioned by population to areas within the county; and

WHEREAS, STA is derived from the statewide sales tax on diesel fuel, plus an additional vehicle registration fee authorized under Senate Bill 1, referred to as the State of Good Repair, and both are apportioned by the State Controller's Office 50% by population and 50% by transit operator revenues; and

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) authorizes funding for a wide variety of transportation programs in San Bernardino County, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects to local transportation agencies through annual apportionment and allocation processes, and approves payments periodically throughout the year; and

WHEREAS, SBCTA awarded Victor Valley Transit Authority TDA Article 3 grant funds in the amount of \$128,002 for development of the Apple Valley Bus Stop Improvements Project within the Victor Valley Transit Authority jurisdiction through a competitive "Call for Projects"; and

WHEREAS, TDA Article 3 grant funds are provided on a reimbursement basis; and

WHEREAS, SBCTA requires Victor Valley Transit Authority to submit a claim and request(s) for reimbursement; and

WHEREAS, submittal of the claim for TDA Article 3 funds must be first authorized by the Board of Directors; and

WHEREAS, the Apple Valley Bus Stop Improvements Project award is over \$200,000, and is eligible for progress reimbursement, or under, and eligible for reimbursement at project completion; and

WHEREAS, SBCTA requires the designation of individuals authorized to certify Project completion; and

WHEREAS, The Town of Apple Valley Manager, or their designee, is authorized to certify project completion, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Victor Valley Transit Authority authorizes submittal of a claim and request for reimbursement(s) for TDA Article 3 funds for the Apple Valley Bus Stop Improvements Project in the amount of \$128,002 and that the Town of Apple Valley Manager is authorized to certify project completion.

PASSED, APPROVED AND ADOPTED this 20th day of November 2023.

Liz Becerra, VVTA Board Chair

ATTEST

Debi Albin, Clerk of the Board

RESOLUTION NO. 23-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTOR VALLEY TRANSIT AUTHORITY, HESPERIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF A CLAIM TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS FOR THE CITY OF VICTORVILLE SUNHILL DRIVE AND NEVADA AVE PROJECTS

WHEREAS, the Mills-Alquist-Deddeh Act (SB 325) WAS ENEACTED BY THE California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans; and

WHEREAS, TDA provides two funding sources, the Local Transportation Fund (LTF) AND State Transit Assistance fund (STA); AND

WHEREAS, LTF is derived from a ¼ cent of the general sales tax collected statewide and apportioned by population to areas within the county; and

WHEREAS, STA is derived from the statewide sales tax on diesel fuel, plus an additional vehicle registration fee authorized under Senate Bill 1, referred to as the State of Good Repair, and both are apportioned by the State Controller's Office 50% by population and 50% by transit operator revenues; and

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) authorizes funding for a wide variety of transportation programs in San Bernardino County, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects to local transportation agencies through annual apportionment and allocation processes, and approves payments periodically throughout the year; and

WHEREAS, SBCTA awarded Victor Valley Transit Authority TDA Article 3 grant funds in the amount of \$86,442 for development of the City of Victorville Sunhill Drive and Nevada Ave Projects within the Victor Valley Transit Authority jurisdiction through a competitive "Call for Projects"; and

WHEREAS, TDA Article 3 grant funds are provided on a reimbursement basis; and

WHEREAS, SBCTA requires Victor Valley Transit Authority to submit a claim and request(s) for reimbursement; and

WHEREAS, submittal of the claim for TDA Article 3 funds must be first authorized by the Board of Directors; and

WHEREAS, the City of Victorville Sunhill Drive and Nevada Ave Projects award is over \$200,000, and is eligible for progress reimbursement, or under, and eligible for reimbursement at project completion; and

WHEREAS, SBCTA requires the designation of individuals authorized to certify Project completion; and

WHEREAS, The City of Victorville Manager, or their designee, is authorized to certify project completion, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Victor Valley Transit Authority authorizes submittal of a claim and request for reimbursement(s) for TDA Article 3 funds for the City of Victorville Sunhill Drive and Nevada Ave Projects in the amount of \$86,442 and that the City of Victorville Manager is authorized to certify project completion.

PASSED, APPROVED AND ADOPTED this 20th day of November 2023.

Liz Becerra, VVTA Board Chair

ATTEST

Debi Albin, Clerk of the Board

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**AGENDA ITEM
NINE**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Amend the VVTA Fiscal Year 2023-24 Budget for Fuel Cell Electric Buses (11).

SUMMARY STATEMENT

VVTA staff had applied for a competitive Low or No Emission Program 5339c grant that was included in the FY 24 budget capital plan. This grant would have covered the federal costs associated with purchasing eleven (11) Fuel Cell Electric buses. Unfortunately, the grant application for the requested funds was not awarded.

Staff analyzed suitable options to complete the funding for this capital project. The recommended plan includes adding unprogrammed Federal Sect. 5307 (\$8,992,046) formula apportionment funds to the project. No additional local match is needed.

With these funds, VVTA can move forward with the procurement of the eleven (11) Fuel Cell Electric buses.

Project Description	Section 5307	LTF	Project Cost
Regional buses rplc Class H ZEB (3) - Single Door		\$713,674	\$713,674
Budget Amendment	\$2,803,855		\$2,803,855
	\$2,803,855	\$713,674	\$3,517,529
Project Description	Section 5307	LTF	Project Cost
Regional buses rplc Class H ZEB (8) - Double Door		\$3,152,000	\$3,152,000
Budget Amendment	\$ 6,188,191		\$6,188,191
	\$ 6,188,191	\$3,152,000	\$9,340,191
Total Project Amount	\$8,992,046	\$3,865,674	\$12,857,720

RECOMMENDED ACTION

Amend the VVTA Fiscal Year 2023-24 Budget for Fuel Cell Electric Buses (11).

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Marie Downing, Grants Manager	Federal Section 5307 \$8,992,046	November 20, 2023	

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**AGENDA ITEM
TEN**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Consider Additional Non-Operating Holidays to VVTA's Service Schedule.

SUMMARY STATEMENT

On September 21, 2023, Keolis employees, covered by a Collective Bargaining Unit (CBA), voted to accept the negotiated terms of a new agreement.

One of these new terms is Article 19 that states: 3 additional holidays consisting of Martin Luther King Day (MLK Jr.) and Juneteenth (both federal holidays) and the day after Thanksgiving (non- federal holiday) will be added to the covered employees holiday list. These holidays will take effect January 1, 2024. This is in addition to the original 6 holidays consisting of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

VVTA does not operate on the original 6 holidays listed above. The Board may choose to add some, or all, of these 3 additional holidays as non-operating days to VVTA's schedule. If the Board does not approve, the contractor will be responsible for paying covered employees double-time for work performed by these employees as it does now for CBA agreed holidays. If the Board does approve, all employees will be paid regular time for having the holiday off.

Staff have analyzed ridership patterns on these 3 holidays compared to a similar day type for the rest of the year. Historically, MLK Jr. demonstrates a major dip in ridership. There is less of a dip in ridership for Juneteenth; however, this is a relatively new federal holiday. Conversely, there has been an increase in ridership for the day after Thanksgiving. In balancing the needs of our employees with the needs of our riders, staff are recommending that the board approve only MLK Jr. and Juneteenth as non-operating days.

There will be a de minimis savings for adding two non-operating days to the calendar, with a de minimis loss of fare revenue.

RECOMMENDED ACTION

Approve the Addition of Two Non-Operating Federal Holidays, Martin Luther King Jr. and Juneteenth, beginning January 1, 2024.

PRESENTED BY
Rod Goldman,
Director of Operations

FISCAL IMPACT

N/A

MEETING DATE

November 20, 2023

ITEM NUMBER

10



VVTA SUMMARY OF CHANGES TO LABOR AGREEMENT

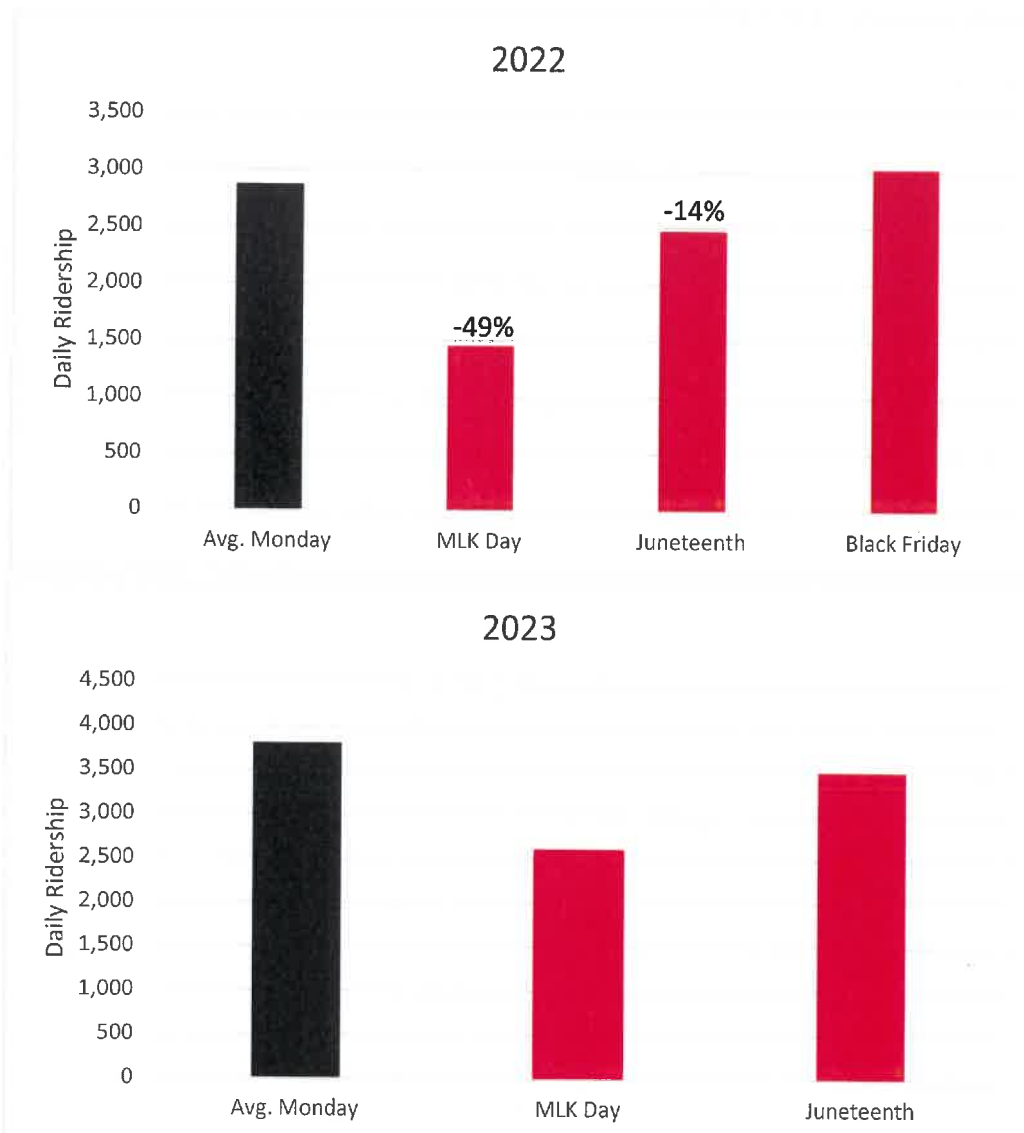
The following is a summary of changes to the labor agreement between Teamsters Local 166 and Keolis.
Contract received a 90% YES vote on 9/21/23 with 90% of represented staff casting a vote

ARTICLE	TOPIC	CHANGES
Article 2.2	Covered Employees	Paratransit Reservationists and Admin Assistant (Front Desk) are now part of Teamsters.
Article 4.2	Shop Stewards	<p>Number of Shop Stewards is now 5.</p> <p>Shop Stewards may communicate with employees during normal work hours regarding Union activities so long as it does not interfere with their normal job duties.</p> <p>A lock box will be placed in both Hesperia and Barstow near the Union bulletin boards.</p>
Article 5.2	Teamster Logos	Teamster members may wear laynard or button showing Teamster logo while on duty.
Article 9	Labor / Management Committee	Revised language for quarterly meetings of the Joint Labor Management Relations Committee
Article 10	Discipline	<p>Minor language changes in 10.3 Serious Infractions.</p> <p>Records of Discipline will be kept for a 12 month period. Safety related issues can be kept for a 24 month period.</p> <p>Section 10.5 establishes an Accident Review Board to determine preventability in accidents.</p>
Article 11	Attendance Policy	<p>New attendance policy beginning effective 10/1/23. Defines discipline for tardy, unexcused absences, miss outs, NC/NS.</p> <p>Limits use of vacation time to cover sick absence.</p> <p>Establishes an attendance reward of one floating holiday for perfect attendance in a calendar year.</p> <p>Attendance reset effective 10/1/23.</p>

ARTICLE	TOPIC	CHANGES
Article 12	Grievances	Changes in structure of article, agreement that incomplete grievances will be returned to the employee to be filled out correctly.
Article 14	Cadet Pay	Operators training a cadet will now be paid \$1.50 per hour while training. Maintenance can vote a 4/10 work schedule. Lead Maintenance Techs will receive \$1.00 an hour premium pay. One tech per location. Maintenance tech will 10 min after clock in & 10 min before clock out for donning & doffing or uniforms
Article 15	Seniority	Barstow and Hesperia shall have their own Seniority rosters. Seniority will be kept if someone is forced to move locations. Changes in job opening language to keep posting until filled. Paper postings of jobs open shall be maintained in the employee lounge areas.
Article 16	Bidding	Bids will now take place in March/April and again in September/October unless otherwise requested by VVTA. New schedules must start within 30 days of completing bid. Vacancy bid will take place between 30 and 45 days post bid to fill open spots.
Article 17.1	Meals & Breaks	Now states shifts not to exceed 5 hours before receiving a lunch break.
Article 18	Appearance and Uniforms	Joint Labor Management Committee has ability to recommend changes to uniforms. Introduction of polo shirt option for drivers. Increase boot allowance for mechanics to \$200 per year. Added language regarding Crown Act.
Article 19	Holidays	Adding 3 additional holidays of MLK Jr. Day, Juneteenth and Day after Thanksgiving. All three starting in 2024
Article 20	Vacation	Changes to service tiers for increases in vacation time. Reach max time faster at 7 years instead of 10. Vacation hour deposit will happen prior to 12/1/23, then switching to an annual dump instead of accrual based system. Max accumulation now 180 hours. Vacation sell back option now available.

ARTICLE	TOPIC	CHANGES
Article 21	Sick Leave	Max sick leave now 48 hours after 3 years. Changes to bereavement language now up to 5 days leave possible. Added custodial child and pregnancy loss under bereavement.
Article 23	Health Insurance	Now paying 85% of health insurance costs for all levels of benefits.
Article 24.2	Retirement	Introduction of contributions to Teamsters pension plan with increases each year.
Article 26.7	Client Removal	Teamsters now have appeal option to VVTA if an employee is removed.
Article 26.8	Zero Tolerance Cell Phone	Language included for zero tolerance cell phone use in accordance with state law.
Appendix A	Wages	Agreement all wage increases will take effect on October 1st of each calendar year.
Appendix D	ASE	Minor changes to ASE Certs
Appendix E	ASE Blue Seal	Introduction of tool allowance if shop reaches ASE Blue Seal

Holiday Ridership Comparison - MLK Day, Juneteenth and Black Friday 2022 and 2023



Daily Ridership

2022

		<u>Change from Avg. Monday</u>
Avg. Monday	2,875	
MLK Day	1,455	-49%
Juneteenth	2,475	-14%
Black Friday	3,024	5%

2023

Avg. Monday	3,810	
MLK Day	2,607	-32%
Juneteenth	3,496	-8%

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**AGENDA ITEM
ELEVEN**

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Release of RFP 2024-04 Operations and Maintenance Services.

SUMMARY STATEMENT

On August 17, 2020, the VVTA Board of Directors approved the award for contract 2020-05 to Keolis Transit Services, LLC. The Contract was fully executed and in effect on October 1, 2020.

In September 2023, Keolis and the Teamsters Union negotiated a newly ratified Collective Bargaining Agreement (CBA) effective October 1st, 2023. This new agreement includes several increases in costs for the 3rd party contractor. For example, increases in wages, vacation time, benefits such as health insurance, retirement and additional holidays for the employees who work for Keolis.

With this new CBA, Keolis has estimated an increase in the hourly rate for all modes in the contract by an average of almost 40%. In response, VVTA will release a new RFP to ensure a fair and competitive bid process and that VVTA receives the best proposals possible. Staff recommends the board approve the issue of a new RFP. The draft RFP will have to be reviewed and approved by Caltrans before the RFP is released.

RECOMMENDED ACTION

Approve the release of RFP 2024-04 Operations and Maintenance Services, pending approval of Caltrans.

PRESENTED BY
Christine Plasting,
Procurement Manager

FISCAL IMPACT

None

MEETING DATE

November 20, 2023

ITEM NUMBER

11

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

I. SCOPE OF WORK

A. General: The Proposer shall operate public transportation services including but not limited to ADA Complementary Paratransit services, ADA Subscription services; Regional Fixed Route, Deviated-fixed route, County, Commuter (Ft Irwin), Micro Transit, 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 contractor will be responsible for the maintenance and repair of vehicles and facilities: 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 agency's CNG fueling stations, Battery Electric Charging Infrastructure, Battery Energy Storage system, Solar Arrays, Hydrogen Fueling Stations, the VVTA facilities and leased Victorville Transportation Center.

B. Service Information

- (a) The system map is set forth in Exhibit A-1.
- (b) The current Routes and Revenue Hours and Vehicle Miles by Route to be operated are set forth in Exhibit A-2.
- (c) The Vehicle Inventory is set forth in Exhibit B-1.
- (d) The Equipment Inventory is set forth in Exhibit I-1

II. FIXED-ROUTE OPERATIONS

- A.** Using Revenue Vehicles provided by VVTA, the Contractor will operate Fixed-Route Bus service, Commuter Bus service, and Intercity bus service on fixed schedules as specified by VVTA. Route maps and schedules can be viewed at the following website (www.vvta.org) Operating statistics for recent service operating levels are included in Exhibit A-2.
- B.** The Proposer shall be responsible for developing, and providing to VVTA for approval, all schedule run cuts. The Proposer shall be responsible for developing and distributing all schedule Operator shift run cuts in conformity with VVTA's prior approval and specifications. For any subsequent route and schedule changes during the performance of this Contract, VVTA will provide route, span of service, headway, service frequency changes, and vehicle blocking to the Proposer for developing subsequent Operator shift run cuts. The Proposer shall provide Operator shift run cuts in a format compatible with the affected services CAD/AVL system.
- C.** Fixed-Route Bus service, Commuter Bus service, and Intercity bus service shall be operated in strict accordance with the operating days and hours, routes and schedules set forth by VVTA, and the Proposer shall provide such service in a safe, professional, and courteous manner. Peak period vehicle requirements may vary over the term of the Contract depending upon funding, other considerations, and/or direction from VVTA.

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

- D. Fixed-Route Bus service, Commuter Bus service, and Intercity bus service shall not be operated on the major holidays designated by VVTA, which currently are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- E. VVTA reserves the right to unilaterally amend the holiday schedule during the Contract term, should it become necessary. VVTA reserves the right to not operate any service or operate limited schedules on days surrounding designated holidays such as Wednesday before Thanksgiving, Christmas Eve, New Year's Eve and on other holidays not listed, during the course of the Contract. VVTA shall designate holiday schedules for each respective service the upcoming year in the December prior to the approaching calendar year.
- F. The Proposer shall be authorized to deviate from established routes when necessary to avoid construction work, disabled vehicles or other obstructions within the public right-of-way. The Contractor shall be required to provide immediate notification to VVTA.
- G. A strong Supervision component is required that provides adequate street supervision at all times Revenue Vehicles are operating. The Proposer must implement a program that provides adequate geographic coverage throughout the transit system's service area with assurances that there will be a prompt response to accident investigation or service incidents. Because of the geographic size of the service area, street supervision staffing must be evaluated carefully. When developing street supervisory staff levels and assigned staging location, the Proposer must account for traffic density, potential incident deployments to the extreme boundaries (and potential response times), and amount of equipment in service. VVTA requires an immediate response time to service incidents across the service area. Special emphasis must be given to supervisory presence at key transfer locations including Victor Valley Transit Center (VVTC), Barstow City Hall, and Apple Valley Post Office.
- H. The Contractor shall perform all scheduled services subject to VVTA's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by VVTA, including route modifications as outlined in Section XVII (Service Changes).

III. PARATRANSIT OPERATIONS

1. _____

- a. The Proposer shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990, and any subsequent updates. Such service is "complementary" to fixed route services emanating from the Hesperia and Barstow Yards.
- b. Service Window is the time a patron is scheduled for pick-up. Direct Access schedules rides so that the Proposer is required to pick up the passenger up to 10

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

minutes before or 30 minutes after the scheduled pick-up time as to be considered “on time”.

- c. Hesperia yard Direct Access operates between 6:00am - 9:00pm weekdays, 7:00am - 8:00pm Saturdays, and 8:00am - 6:00pm Sundays.
- d. Barstow yard Direct Access operates between 6:00am - 8:00pm weekdays, 8:00am - 5:00pm Saturdays and Sunday.
- e. 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 Pick-up Time*) - Under the provisions of the ADA, 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.
- f. Subscription Trips are generally provided for developmentally disabled riders going to workshops. VVTA handles coordination with the Inland Regional Center (IRC), for placement with the Proposer and any special pass sales. The Proposer shall be responsible for reviewing subscription service monthly and shall provide VVTA with a revised listing of subscription service pick-ups and drop-offs, their schedule and productivity.
- g. Not less than quarterly all subscription routes shall be reviewed and revised to improve performance.
- h. 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.
- i. 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.
- j. The Proposer shall track individually the number of all Direct Access pickups and drop-offs in each jurisdiction and report them monthly by utilizing Client's Software. Subscription trips will be tracked by pick up location only.
- k. 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. The Proposer's staffing for reservationists is to be filled out in Attachment K-2 Proposed Staffing and By Shift.
- l. **No Shows:** The Proposer's operator must leave a door tag at the 'No Show' address.

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

m. **No Shows:** The Proposer must document and track all 'No Show's on a daily basis.

1. **Microlink**

- A. VVTA currently operates Microtransit service designated as "Microlink" with one service zone operating in Hesperia and two service zones operating in Victorville. During the term of the Contract VVTA plans to implement Microlink service in Apple Valley. This service may also be expanded to additional locations in the service area.
- B. Microlink currently operates on-demand transportation services Monday – Friday from 6:00 am – 8:00 pm.
- C. 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.
- D. The Proposer shall track individually the number of all Microlink passengers in each zone and report them monthly by utilizing Client's Software.
- E. Maps and operating statistics for Microlink service are provided in Exhibits A-1 and A-2

IV. DUTIES OF THE PARTIES

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 (other than equipment supplied by VVTA.) The Proposer shall be responsible for the operation and 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.

- 1. The Proposer is currently responsible for approximately 37 VVTA computers and approximately 50 monitors. VVTA will replace, as needed at VVTA's discretion – provided such equipment has been properly maintained. VVTA's current replacement policy is set at approximately 5 years. Proposer shall be responsible for the payment of any software licenses for the computers assigned to the Proposer.
- 2. 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 all customer facing duties. Under these conditions, any final decisions for dismissal will lie with the contractor. For Quality Assurance purposes VVTA reserves the right to "listen-in"

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

video and/or audio conversations by reservationists, customer service, route and schedule information, staff, bus operators, etc.

3. 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.
4. Proposer shall be responsible for the purchase of additional Non-Revenue vehicles if the number of VVTA supplied vehicles is not enough to support the Proposer's Run Cut. Proposer shall be responsible for the purchase of non-revenue vehicles for the General Manager, Operations Manager, Maintenance Manager, and Facilities Manager positions as well as the Safety Department and maintenance and facilities shop/service vehicles.

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 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 require the Contractor to provide security guards at its Hesperia nor at its Barstow yards.
- (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). Additionally, the Contractor is responsible to repair and provide for all equipment/supplies needed for repairing the CNG /Battery Electric/ Hydrogen Stations; the Facilities in general; 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 the carrying out of all contractual obligations in a safe and reliable manner.
- (4) All required reports and invoices shall be submitted by the eighth (8th) day of the following month.

D. VVTA Duties: VVTA shall be responsible for carrying out its obligations, which include:

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

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 delivered hydrogen and CNG, Electricity, Hydrogen (when active) and unleaded fuel costs for Revenue and Non-Revenue Vehicles supplied by VVTA.

V. 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 be made in writing and shall be made not less than (5) five 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 twelve (12) hours monthly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to VVTA.

VI. 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, Facilities Manager, Parts Manager, Maintenance Training Manager, Human Resources /Recruitment Manager, Safety Manager, and

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

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.

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 justification 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, the future Hesperia Transfer Hub, the Victor Valley Transportation Center, to maintain the Hesperia and Barstow CNG/Electric/Hydrogen 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. All of the Proposer's employees will be assigned to the VVTA contract and sharing staff with other projects is not permitted without VVTA's written approval.
- (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, battery electric charging stations, and Hydrogen fueling stations (once online), as well as technical experts qualified, knowledgeable and experienced in ITS components; GFI Odyssey and Fastfare fareboxes and other fare equipment; destinations signs; electronic repair of MDTs, GPS, APCs, voice annunciators, security cameras, customer facing on board video and related 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

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

personnel who are likely to be in contact with the public shall be trained by Proposer to give accurate information concerning policies, routes and schedules of services as approved by VVTA.

- (4) The VVTA CEO shall have the right to demand the removal from customer facing services under the Agreement, for reasonable cause (as decided by VVTA), any personnel (including key personnel and supervisory staff) furnished by the Proposer. VVTA in no way has the right to have a Keolis employee terminated. VVTA may require that an employee no longer operate any VVTA rolling stock or other VVTA owned equipment. 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 Exhibit D-1. 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 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. VVTA shall not summarily reject such employees.
- (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; Alternative fuels such as CNG, Hydrogen, and Battery Electric; GFI Odyssey, Fastfare, or any new model of contactless fareboxes; electronic fare media equipment; destinations signs; electronics diagnosis, replacement, and/or repair of MDTs, GPS, APCs, voice annunciators, security cameras and systems, radios, customer facing entertainment video etc.
- (3) The Proposer maintenance staffing plan must include an VVTA approved ratio of each type of technician (Mechanics A, B, C, leads/foremen, service advisor/administrators, parts clerks, etc.) See exhibit M-1 for mechanics qualifications required and other maintenance positions.

RFP 2024-04 OPERATIONS AND MAINTENANCE SERVICES

ATTACHMENT A – SCOPE OF WORK

- (a) 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' and 45' transit, intercity and 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 7 hours.
 - (5.) Adjustments for outside contracted repairs such as major component overhauls, etc. should be considered and documented in any proposal.
- (b) The Proposer's maintenance staffing plan should include a lead/foreman/supervisor for every shift; number of service advisor/administrators; parts clerks; servicers; fuelers, and washers; 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) If provided state your bonus plan for ASE certifications to encourage mechanics to improve their skill levels toward advancement objectives for B and C technicians to move up to an A (journeyman) technician. Proposers shall provide a Performance Improvement Plan (PIP) for unsatisfactory performance by a technician. Said plan shall include a structured discipline plan addressing continued unsatisfactory performance leading up to and including termination, as necessary.
- (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, ZEB Technologies (Hydrogen and Battery Electric), and unleaded vehicles and the operation and maintenance of all equipment and systems used in the performance of the 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 (Ron Turley Associates) RTA MMS (maintenance management system).

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- 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. With the requirement of zero emission technology over the next 20 years and beyond provide your plan and training schedule to meet these highly technological demands on technicians.
- 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 DandA 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**

- (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

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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.

VII. 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.

B. Non-Revenue and Other Vehicles

- (1) VVTA shall provide approximately twenty-four (24) Non-Revenue Vehicles for supervision and relief. 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 services needed to provide services under the agreement. The Proposer shall provide non-revenue vehicles for the General Manager, Operations Manager, Maintenance Manager, and Facilities Manager positions as well as the Safety Department and maintenance and facilities shop/service vehicles. The listing of non-revenue vehicles provided to the Proposer at the commencement of services under the agreement is set forth in Exhibit B-1.

- (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.

D. Vehicle Turnover Process

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- (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 Operator will be responsible for repairs. The current Operator, 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 Chief Maintenance Officer 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 Operator. 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 Operator 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 meeting and/or conference with the current Operator and the New Operator. VVTA's Chief Maintenance Officer will make the final decision. However, either the current Operator 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 Operators.
- (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 Current Operator 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 throughout the Contract Term.

F. Vehicle Maintenance Standards: The Proposer shall, at all times during the Contract Term,

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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 (31st) 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, logo/graphic, and cleanliness standards as the VVTA-provided Revenue and Non-Revenue Vehicles.

G. Vehicle Appearance (see exhibit L-1)

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. VVTA's Transit Check system must be used for DBR's and reviewed for safety defects or possible mechanical defects which could present a potential for a mechanical failure during the workday. Vehicles should not be placed into service if Safety or Mechanical defects which could cause vehicle break downs exist.
- (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 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 pulled from service 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) and (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

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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 early or 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 are not equal or better in quality or service to the OEM product.
- 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 the 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 Proposer shall ensure proper use of the MMS system and properly and correctly enter all the required data into the MMS system on a daily basis and in real time. The

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current RTA version is There are 6 tablets provided to Maintenance and 2 provided to Facilities. The system is cloud hosted and uses an RDP to access. It can be accessed by any tablet or mobile android device. RTA must be updated in real time except for fuel and mileage, which must 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

- (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 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 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).

VIII. 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 and report to VVTA's Chief Maintenance Officer

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and/or designee.

- 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 to pursue the prompt resolution of warranty issues.

VIX. CNG AND ZEB RESPONSIBILITIES

- A. Duty to Maintain:** The Proposer shall be responsible for the safe, efficient, and effective operation, maintenance, and repair of the VVTA CNG LNG, electric charging, and Hydrogen equipment located at the Hesperia location and the Barstow LCNG stations. This includes implementation of daily and weekly inspections, complete preventative maintenance, and repair of all CNG, LCNG, hydrogen, and electric charging station components. The VVTA facility maintenance plan guidelines should be followed for maintaining the CNG LCNG, hydrogen, and electric charging stations and a complete set of manuals are provided for service and repairs. Regular maintenance and all services and repairs will be logged into the RTA MMS.

The hydrogen station for Hesperia is expected to be built and operational in the first quarter of 2025.

- B. Experience and Training:** The Proposer must demonstrate knowledge of CNG, LCNG, hydrogen fueling stations, and electric charging 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 and LCNG Stations. VVTA will contract the Design Builder to maintain the hydrogen fuel station for 1 year with 1 option year.
- D. Compliance with Plans:** In providing services under the Agreement, the Proposer shall comply with all aspects of the CNG and LCNG Maintenance/management procedures outlined in the Weaver, Inc. and VVTA facilities maintenance manuals. The Proposer shall prepare and submit to VVTA a CNG, LNG, hydrogen, and electric charging infrastructure

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training plan, CNG, LCNG, hydrogen, and electric charging station safety procedures, and a CNG, LCNG, and hydrogen 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, LCNG, hydrogen, and electric charging station training.

- E. **Reporting:** The Proposer shall use the RTA MMS program documenting preventive maintenance and all repairs in real time to maintain the CNG, LCNG, hydrogen, and electric charging stations at an optimum service level.

X. OPERATIONS AND MAINTENANCE FACILITIES

A. Proposer Use

- (1) The Proposer shall share the Hesperia and Barstow 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 Hesperia and Barstow Facilities may not be transferred or assigned.
- (2) The Proposer shall be deemed to have a revocable license to use the Hesperia and Barstow 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 Hesperia and Barstow 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 the Hesperia and Barstow 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 and 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 all 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

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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 or directed by VVTA Management) VVTA owned 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 RTA MMS system. VVTA shall pay the additional cost for repair parts or group of parts that exceeds a dollar amount of \$2,000, provided it/they are needed for a specific repair.
- (4) Labor required, which is beyond the reasonable capability of employees of the proposer should be reported to VVTA and if reasonable (at VVTA's discretion) and if accompanied by 3 estimates from reputable vendors, VVTA will participate in paying the cost of labor on a case-by-case basis. All replacements made by Proposer shall be of like size, kind, and quality to all parts being 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.
- (5) In the event that it is necessary to replace any equipment, including major capital equipment in Facilities after the warranty coverage of that equipment has been expired, established disposal procedures shall be followed. The Proposer shall request that VVTA replace said equipment. VVTA shall comply providing the CEO (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%).
- (6) The Proposer shall use the RTA MMS system to record, monitor, and report on all maintenance activities regarding the Facilities and the equipment therein.
- (7) 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 the 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

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- (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 and 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 from there.
- (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 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.

XI. ITS REQUIREMENTS

A. General

- (1) VVTA shall provide the Proposer with the use of ITS products, which are designed to:

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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), intercity (MB), Micro Transit 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.
- (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 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

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throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and critical features of the ITS and communication systems; 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 occurrences. During regular business hours, **VVTA Customer Service Staff must be immediately notified regarding all late trips, missed trips, accidents, passenger injuries, police activity involving VVTA 's vehicles or passengers, and Proposer's employees, etc....**

- (2) The Proposer shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS and communication systems, VVTA Watch, and all related equipment, under 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 and communication systems, its equipment, materials, and components in the event an operator fails to take that action upon commencement of a trip, route, or operation. Following such steps, the operator shall receive disciplinary action.

D. Maintenance Use and Training

- (1) The Proposer shall be responsible for the maintenance, replacement, and repair of the ITS and communication systems, including all the equipment, materials, and systems therein, under industry standards and with applicable builders' or manufacturers' manuals, standards, specifications, and instructions for proper maintenance and repair. Portions of the ITS system equipment may be under maintenance warranty with the ITS provider. Service Contracts may be available for the contractor to purchase from the ITS vendor.
- (2) The Proposer shall assure and document in writing that each individual involved in the maintenance of the ITS and communication systems have been thoroughly trained and is proficient in the appropriate maintenance procedures and requirements under manufacturers 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 and communication system failures.

E. Data Collection: The Proposer will be responsible for accurate and regular collection and 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 and communication equipment from retired Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by VVTA. VVTA has new ITS wiring harnesses installed by the bus manufacturer when new buses are ordered so that only

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existing hardware needs to be removed from existing retired units and only when retiring units have serviceable hardware. VVTA shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient or serviceable ITS and communication equipment for transfer from retired to new buses.

XII. 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 VoIP 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 Non-Revenue Supervisor Vehicles, dispatching facilities, the Facilities, supervisory personnel, and VVTA in a communication network. VVTA shall be responsible for the airtime 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.
- (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 electronic farebox and related fare collection equipment (currently a GFI Odyssey farebox) and related fare collection equipment for (MB) and (CB) 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's TransTrack system. A reconciliation cash fare shortage difference of no more than one percent (1%) 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 one percent (1%) will be the responsibility of the Proposer to replace.

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- (5) Any revenue vehicle equipped with a farebox that is placed into (MB) (CB) revenue service without an operable 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 – 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, dash and rear as equipped), or an inoperable Security Camera/System without VVTA written approval for that day will be 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.

XIII. INVENTORY REQUIREMENTS

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- 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 otherwise choose to 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.

XIV. 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 85 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. VVTA will charge \$21.82 monthly for each extension used by the contractor, and the amount is subject to be changed based on the monthly bill of the provider, VVTA will inform the contractor in writing for any change in phone usage.

(2) Proposer is responsible for the annual subscription fees for the telephones provided by Packet Fusion – for the telephones assigned to Proposer.

- 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:

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- (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 operations and 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 a 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 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. Proposer is financially responsible for software maintenance and update costs.
- 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.

XV. 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.

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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 to sell. 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) and Micro Transit 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), Micro Transit, Direct Access (DR), and 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 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), Micro Transit, 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.

XVI. 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.

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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, or 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 (8th) day of the following month.
- E. Posting and Replacement of Maps and Rider Info displays:** Upon request by VVTA the Proposer shall post or replace system maps, route maps, and schedule info posters or displays at VVTA bus stops, shelters, and transfer points. This will also include replacing bus stop signs when requested.
- 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.)

Complaints received by Proposer: Proposer shall transfer all customer complaints, ADA certification information requests, Title VI, ADA complaints, and other customer service issues to VVTA's Customer Service. The Proposer shall obtain VVTA approval for customer service telephone numbers.

- 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,

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ADA requirements and specific software provided by VVTA. This position will also check in / out all visitors.

D Street Transfer Hub- VVTA wishes for the Contractor to sell fare media and provide passenger information at its D Street transfer Hub.

- 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 CEO, 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 of 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’s Senior Supervisor shall be responsible for the planning of 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 VVTA’s jurisdictions with input from PROPOSER.

XVII. SERVICE CHANGES

- 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 CEO. **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 CEO 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

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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.

XVIII. 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 discussion 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 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.
 - (5) 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.
 - (6) The operator shall display the proper destination at all times and must use "Not In Service" when not operating in revenue service.
- 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

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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 or VVTA policy. Customer service training must include a focus on passenger relations. Personnel must also report all passenger complaints and/or operation problems to VVTA Contract Compliance. 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 the purpose 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 (8th) day of the following month.

E. INCENTIVES

- (a) Administration. – VVTA intends to determine the Proposer's eligibility for systemwide quarterly incentives under this Section on a monthly basis 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 100% of the quarterly amount of any incentive payments received from VVTA under this Section to the employees of the Proposer performing services, VVTA will final approval on how Proposer will disburse the incentive payments.
- (c) Type and Amount. – VVTA and the Proposer agree to the following incentives:

Performance Standard	Threshold	Performance/Payment
On-Time Performance	85% or more of all timepoint departures on all routes are on time.	85% 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	15 to 13.96- \$1,000 13.95 to 13.49 - \$1,500 13.50 or below - \$2,000

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Preventable Accidents per 100,000 miles	0.7 Preventable Accidents per 100,000 miles	0.7 to 0.61 - \$1,000 0.60 to 0.57 - \$1,500 0.56 or below - \$2,000
Miles between Service Interruptions	5.0 Service Interruptions per 100,000 miles	5 to 4.66 - \$1,000 4.65 to 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 does not take assessing performance penalties lightly. Instead, VVTA prefers to work cooperatively with its contractor to resolve performance issues before they escalate to a penalty stage. When a penalty is finally assessed it is because contractor has continuously failed to remediate an identified deficiency. Continued or multiple repeat performance penalties should be a signal to the corporate executives that if immediate remediation does not take place, a Notice to Cure will soon follow.

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 consideration 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 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.

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- (1) **Schedule Related Performance Penalties:** The following performance penalties may 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.
 - (E) If a trip pulls out of the yard more than 5 minutes, but less than 15 minutes, late of its scheduled depart time, the performance penalties shall be \$250 per occurrence.
 - (F) If a trip pulls out of the yard more than 15 minutes late of its scheduled depart time, the performance penalties shall be \$500 per occurrence.
 - (G) If the Proposer fails to conduct on-board random trips, as required under the NTD report, the performance penalties shall be \$350 for each missed trip.
 - (H) 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 shall be \$100 for each occurrence.
 - (I) If a DR passenger is a no show at the door and the operator fails to document or leave a tag at the door. The performance penalty shall 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 \$500 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 preauthorized for a cutaway; the performance penalties shall be \$1,000 per

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occurrence.

- (E) **Preventive Maintenance:** If any inspection of preventive maintenance record for all revenue, non-revenue vehicles and facilities and equipment reveals the omission or lack of documentation of periodic maintenance service as required by the Agreement including a service performed prior to or past 500 miles (or 3 days if PMI schedule is on a date schedule) of scheduled service, the performance penalties shall be \$250 per occurrence.
- (F) **Fluid Analysis:** If the Proposer fails to comply with the VVTA-approved Fluid Analysis program, the performance penalties shall be \$100 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 \$500 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 31st 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 Observers hired by VVTA will monitor 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 \$300 for each month in which a failure to comply occurs.
- (N) **Penalties:** If SBCTA or any other funding agency 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.

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- (O) **TransTrack and RTA MMS:** 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.
- (P) **Syncromatics, Transit Check and Ecolane:** If the Proposer fails to enter required accurate data into Syncromatics, Transit Check 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 12th 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 occurrence.
- (S) **ADA Requirements:** If the Proposer fails to comply with ADA requirements or with VVTA's FTA ADA 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 \$200 per occurrence.
- (U) **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 \$200 per occurrence.
- (V) **Staffing Levels:** Proposer must replace each staff position which is short per the Proposer's staffing plan. For each day after 30 days the performance penalty \$150 per day per position.

(W) 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 Chief Maintenance Officer or designee.

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

Microwave, Coffeepots, Vacuuming, floor scrubbing, carpet shampooing, dusting, emptying trash cans, window washing and bathroom cleaning. If major repairs are required, Proposer shall notify the VVTA Chief Maintenance Officer in writing.

Proposer shall retain responsibility for cleaning resurfacing and painting of all shop areas, fueling and washing areas and the parking areas.

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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 satisfaction of the VVTA Chief Maintenance Officer or designee.

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

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

(X) ITS

If the Proposer staff 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, Transit Check, 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 staff fails to input accurate incident reports in the TransTrack system, the performance penalties shall be \$250 per occurrence.
3. If the Proposer staff fails to follow the Syncromatics, Transit Check 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.

(Y) 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 \$500 per occurrence.

(Z) 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.

(AA) 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 \$500 per day after 30 days.

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(BB) 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 an additional performance penalty of \$250.

(CC) 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.

(DD) 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.

(EE) Part Cannibalizing: If a part is taken from one vehicle and placed on another vehicle and has not been approved in writing by VVTA's Chief Maintenance Officer or designated staff, the performance penalty shall be \$5,000 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.

XIX. 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 daily. 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 upon request and 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

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each route, and shall be further compiled by Weekday, Saturday, Sunday, 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 Sunday 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 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 that operator. The Proposer shall submit a weekly copy of these 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 CEO, Director of Operations, and Contract Compliance 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

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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 projected 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 audited by VVTA, SBCTA, Caltrans, 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 percentage (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 the purpose 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 (8th) 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.

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- C. **Meetings:** The CEO, or appropriate VVTA management staff, the Proposer's General Manager, and appropriate Key Personnel shall meet **regularly** 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.

XX. INSPECTION OF WORK

- 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 CEO 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 CEO 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.

XXI. 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 CEO 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. It should be noted that VVTA has a contract with the San Bernardino Sheriff's Department which can assist in such emergencies. As appropriate VVTA may contact the local fire departments, SBCTA and CALTRANS for additional emergency support.

XXII. 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

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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 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 related failure to perform.

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**CORRESPONDENCE
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MASS TRANSIT

MANAGEMENT

Victor Valley Transit Board of Directors recognizes bus operator with Above and Beyond award

Jeanine Newman helped to save the life of a male on the ground who was found unresponsive.

Related To: Victor Valley Transit Authority (VVTa)

Victor Valley Transit Bus Operator Jeanine Newman was recognized with the Above and Beyond award by the Victor Valley Transit Board of Directors and the agency's CEO Nancie Goff for her quick thinking in a medical emergency at the Victor Valley Transportation Center.

Her actions ultimately helped to save the life of a male on the ground who was found unresponsive.

Newman was alerted of the unresponsive person and immediately contacted 911. Realizing the person had stopped breathing, she began doing chest compressions. A Victorville deputy was the first responder to arrive and took over emergency care of the person. The paramedics arrived shortly and transported the individual to the hospital. Upon loading the male onto the gurney, he became responsive.

Newman's prompt action in assisting an unresponsive person contributed to the individual becoming responsive when transported to the hospital.

https://www.hddailynews.com/news/local/local-public-transportation-celebrates-30-years-of-rides-in-the-high-desert/article_fd5f0f20-6f87-11ee-a2c1-7b59563b53a9.html

Local public transportation celebrates 30 years of rides in the High Desert

Kendra White

Oct 20, 2023

Local public transportation celebrates 30 years of rides in the High Desert

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Photo by Kendra White

HESPERIA -- Victor Valley Transit Authority has been serving the high desert community for 30 years. Throughout the last three decades, VTA reduced traffic, minimized its carbon footprint, and created a stronger, more connected community.

VVTA's Marketing Manager/PIO Chris Ackerman kicked off the event acknowledging the 30 years that have passed, and what has become VVTA today. Ackerman introduced and awarded the longest-standing VVTA employee who has been there since day one. Susan Tracy started with the company with Meals On Wheels, delivering to seniors, and has seen the company thrive as a bus operator today.

"Three decades ago, a vision was born," says Nancie Goff VVTA's CEO. "We will strive to further enhance our services, explore sustainable transportation solutions, and continue to engage in our community to understand their evolving needs and preferences," expressed Goff.

Proclamations were given by dignitaries and representatives from the high desert communities. The County Board of Supervisors went ahead and declared October 20th as Victor Valley Transit Day for the next 5 years.

Happy 30 years to VVTA!

MASS TRANSIT

MANAGEMENT

VVTA celebrates 30th anniversary

The authority unveiled a special bus for its 30th anniversary, as well as the San Bernardino County Board of Supervisors designated Oct. 20 as "Victor Valley Transit Day" for the next five years.

Related To: Victor Valley Transit Authority (VVTA)

The Victor Valley Transit Authority (VVTA) celebrated its 30th anniversary on Oct. 20 by unveiling a special anniversary bus adorned with the message, "Celebrating with our Riders for 30 Years." The San Bernardino County Board of Supervisors also designated Oct. 20 as "Victor Valley Transit Day" for the next five years.

"As we celebrate our 30th anniversary, we reflect on the extraordinary journey that has brought us to this significant milestone. We've expanded our reach, increased efficiency and made our services more accessible to everyone," said Nancie Goff, VVTA CEO.

VVTA has achieved several significant milestones, including the introduction of eco-friendly transportation options and a partnership with the San Bernardino County Sheriff's Department to enhance safety for passengers and drivers. VVTA's unwavering dedication to fostering "meaningful connections" within the community has led to its success over the years.

Key achievements in VVTA's 30-year journey include:

- **Expansion of services:** VVTA has continually expanded its services, offering an array of routes to cater to residents' needs, including fixed routes,

commuter services, VanPool, ADA paratransit, and Micro-Link, VVTA's micro-transit service.

- **Modernization:** VVTA has embraced technological advancements, incorporating innovations such as real-time tracking, mobile apps and contactless payment options to improve the passenger experience.
- **Environmental initiatives:** VVTA remains committed to reducing its environmental footprint by incorporating cleaner and more sustainable transportation solutions into its fleet, including battery-electric buses.
- **Community engagement:** The authority has cultivated strong ties with the local community through outreach programs, partnerships with schools, nonprofit agencies and participation in community events.
- **Accessibility:** VVTA has worked to ensure that public transportation is accessible to all residents, including those with disabilities or special needs.

"Victor Valley Transit Authority's 30th anniversary is not merely a celebration of the past; it is a commitment to the future. Together, we will continue to connect communities, enhance lives and build a brighter, more sustainable future for the Victor Valley region," Goff said.

Source URL: <https://www.masstransitmag.com/management/press-release/53076678/vvta-celebrates-30th-anniversary>